

**April 20, 2017**

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T3638  
ENVIRONMENTAL COMPLIANCE SERVICES AT SERVICE AREAS 10S, 10N, 11N AND 13**

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) for a Simple project from environmental and/or engineering firms prequalified and eligible in the following Profile Codes.

<b>Profile Codes</b>	<b>Descriptions</b>
C-195	Soil and Groundwater Remedial Investigation
C-196	Soil and Groundwater Remediation Design
C-197	Remediation Systems: Operation and Maintenance and Compliance Monitoring

Attached (see Section I) is a list of all consultants currently prequalified and eligible to submit an EOI for the above referenced assignment. \*Joint Ventures (\*Firms interested in submitting an EOI as a Joint Venture must be prequalified as a Joint Venture with the Authority) that meet all of the Profile Code requirements are also eligible to submit an EOI.

To qualify as a prequalified consultant, a firm must have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package 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. Only those firms who have been prequalified for the specified profile codes this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required however for Joint Ventures.

The Authority shall be seeking participation of Small Business Enterprises (SBE) as subconsultants. The project goal is 25% SBE participation to New Jersey Businesses (see Section VII of the Attachment to the Expression of Interest for the program provisions)

It is the Authority's intent to engage the services of one environmental and/or engineering consultant, through this solicitation for EOI's, to provide professional services as required, utilizing the technical staff and include a Licensed Site Remediation Professional (LSRP). The necessary services outlined herein are to be performed in accordance with the requirements of the Authority, the New Jersey Department of Environmental Protection (NJDEP), and the assigned LSRP. This solicitation is for professional services for a five (5) year term commencing on or about September 1, 2017. The Consultant shall submit a single EOI outlining their capabilities and experience to provide the required services at the four specified Service Areas. Based on the technical rankings, the Authority will subsequently select the top ranked Consultant.

## **Project Description**

### **Scope of Services – General**

The Authority requires the performance of a variety of environmental compliance activities at each of the above mentioned Service Areas. The services provided by the environmental/ engineering Consultant shall also include additional tasks if determined to be necessary by the Authority. The Consultant shall also be prepared to perform remedial investigations of soil, groundwater and/or other affected media as requested or required by the Authority or NJDEP as well as provide remedial design services to address potential modifications or enhancements to the current remedial strategy on an on-call basis.

### **Remedial Investigations**

The Consultant must be capable of performing remedial investigation (RI) activities, which may include, but not be limited to such tasks as, monitoring well installation and groundwater sampling, soil borings and sampling, receptor evaluation, ecological assessments and evaluations, surveys including topography, geology, land use, site hydrogeology, vapor intrusion investigations, and other related task work required to satisfy the Authority and NJDEP. These subsurface investigation activities must be completed as necessary to fully delineate the vertical and horizontal extent of soil and groundwater contamination and to satisfy the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7.26E).

### **Remediation Design**

If the Authority determines it necessary to install a new remediation system or upgrade any existing system, the Consultant must be capable of providing a complete bid package (i.e., contract drawings and technical specifications) for soil and groundwater remediation systems and/or full-scale chemical treatment design. Contract documents produced shall be sufficient for public bidding and shall include a complete Engineer's Estimate, Engineer's Report, and all appropriate permit applications and approvals.

All services provided by the Consultant shall be in strict conformance with Authority's standards of quality as may be found in the Authority's Design Manual, Procedures Manual, CADD Standards, Standard Drawings and Standard Specifications and Standard Supplementary Specifications.

### **Remedial Systems: Operation, Maintenance, and Compliance Monitoring**

For operation and maintenance (O&M), the Consultant must be familiar with the remediation technologies currently used at Service Area 10S including sub-slab depressurization. A licensed N2 operator experienced in operating compressors, blowers, air strippers (multi-stage diffusers), pneumatic and electrical pumps, oil water separators and other related equipment as may be required. The operator must complete and maintain an operation log detailing activities performed during each site visit. The operator shall perform routine maintenance, with associated costs for routine replacement parts considered part of the contract and reimbursed as a direct expense. Major or more extensive repairs/replacements must also be conducted as part of this contract; however, an extraordinary maintenance cost may require a request for additional funding. The operator must continuously evaluate the performance of the remedial systems, not only based on system operation, but also upon sample results. The focus of these evaluations should be to confirm that the systems are operating efficiently. System modifications that direct or enhance remedial efforts such as improved contaminant mass removal and/or containment should be considered. The operator must also react and respond immediately to any results that indicate a permit condition has been violated, and respond to NJDEP requests to modify system operations.

The Consultant shall operate and maintain the remediation systems in accordance with the permit parameters and manufacturers' recommendations. The NJDEP has directed that systems must operate 24 hours a day, 7 days a week except

for routine maintenance. The Consultant is expected to be on 24-hour call in the event of a system malfunction and /or shutdown.

The assigned LSRP shall prepare technical reports at a frequency currently established for each project site. Reports shall be consistent in format and content to the Remedial Action Progress Reports (RAPR) previously required by the NJDEP as part of the Technical Requirements For Site Remediation (N.J.A.C. 7:26E). Examples of past reports will be made available for review upon request. In addition to the RAPRs, responses must be provided to NJDEP directives in a timely manner to ensure that the Authority remains in compliance. These progress reports may be abbreviated at the discretion of the Authority and assigned LSRP.

If agreed upon by the Authority, the Consultant, as the assigned LSRP, should make modifications to the compliance monitoring requirements and remedial strategy as conditions change. The Consultant shall prepare an annual report on a calendar year basis, summarizing of the status of each site.

### **Remedial Action**

The Consultant must also be capable of conducting Enhanced Fluid Recovery (EFR) events to assist in the remediation at locations with historic "hot spots" and/or free phase product to enhance contaminant recovery. The consultant will be responsible for coordinating with the Authority's licensed waste removal contractor and the recording of recovery amounts. Recovered fluids will be containerized in a licensed waste-hauling vehicle for transport and disposal off-site. The Authority will be responsible for disposal of recovered fluids. The EFR frequency and location must be constantly evaluated by the assigned LSRP, and is to be adjusted to achieve the maximum contaminant recovery rates.

The Consultant must also be capable of conducting Multi Phase Extraction (MPE) events, and if warranted, in conjunction with mobile Air Sparging (AS). The MPE/AS equipment must be capable of treating recovered vapors prior to discharge to the atmosphere. Organic vapor readings, air flow rates, temperature and other pertinent data must be monitored throughout MPE/AS activities to calculate the contaminant removal quantities. Again, the consultant will be responsible for coordinating with the Authority's licensed waste removal contractor and recording recovery amounts. Recovered fluids will be containerized in a licensed waste-hauling vehicle for transport and disposal off-site, and the Authority will be responsible for disposal of recovered fluids. The MPE or MPE/AS frequency and location must be constantly evaluated by the assigned LSRP, and is to be adjusted to achieve the maximum contaminant recovery rates.

If required to further reduce contaminant concentrations in the source areas, the Consultant must be capable of conducting injection and extraction of chemical surfactant and/or oxidizing agents, as a technique to mobilize and recover contaminants in the soil and groundwater. The Consultant will be responsible for evaluating the effectiveness of these treatment techniques and adjusting the schedule frequency and target locations, as needed.

### **Reporting Requirements**

The Consultant shall be capable of providing all services necessary for completion of Remedial Investigation Workplans (RIW) and/or Remedial Investigation Reports (RIRs). If required, the Consultant shall compile information generated from former RIRs and provide documents (such as Light Non Aqueous Phase Liquid (LNAPL) forms, Free-Product Interim Remedial Measure reports, Public Notification forms, or a Preliminary Assessment Report) to be submitted to the NJDEP, proposing appropriate actions to remediate a contaminated site in the form of a Remedial Action Workplan (RAW). In instances where insufficient data exists for a site, the Consultant will be required to review all previously generated documents in an effort not to duplicate previous efforts.

The Consultant must also be capable of providing all services necessary for completion of a RAW and/or RAW Addendum (RAWA) or any additional information or investigation required by the NJDEP and/or the assigned LSRP. A Remedial Alternative Analysis (RAA) shall be provided, if applicable, in order to determine the most economically feasible remediation for the site. The

Authority, on a site-specific basis will consider new technology.

The Consultant shall prepare technical reports at a frequency currently established for each project site. Reports shall be consistent in format and content to the Remedial Action Progress Reports (RAPR) previously required by the NJDEP as part of the Technical Requirements For Site Remediation (N.J.A.C. 7:26E). Examples of past reports will be made available for review upon request. In addition to the RAPRs, responses must be provided to NJDEP directives in a timely manner to ensure that the Authority remains in compliance. These progress reports may be abbreviated at the discretion of the Authority and assigned LSRP.

The Consultant shall submit all reports, permits, documents, and correspondence in hard copies and Computer Storage Media notably a RW-CD. Reports must be compatible with Authority software and operating systems. In addition, all plans, site maps, etc. prepared by CADD systems must be in a format compatible with the Authority's software. NJDEP electronic deliverables are also required.

### **LSRP Requirement**

The Consultant must be prepared to act on the Authority's behalf as a certified LSRP, in accordance with NJDEP regulations, which may include the review and evaluation of all historical documents for identification of potential data gaps, confirm remedial activities are compliant with the protection of health and the environment, completing LSRP retention forms, etc.

### **Other Related Duties**

The Consultant must be familiar with and knowledgeable of all NJDEP regulations concerning Site Remediation and Underground Storage Tanks (UST) and have a thorough understanding of the NJDEP regulatory and permitting requirements including the Site Remediation Reform Act (SRRA), LSRP program, United States Environmental Protection Agency and other environmental and regulatory agencies having jurisdiction in New Jersey. Should conditions require immediate action, , with prior Authority approval the Consultant shall take the necessary measures to install a temporary remedial system for controlling contamination or provide support services with regard to the UST facilities.

The Consultant must also be able to provide support services for legislative and regulatory hearings, testimony for legal processes, other support services and serve as an expert witness relating to site remediation if required.

The Authority has retained its own NJDEP certified testing laboratory. The Consultant shall be obligated to use the Authority's contract lab. All sample containers and Quality Control blanks must be obtained from the Authority's laboratory. The Consultant shall be responsible for validating the laboratory's analytical results and deliverables. Data validation shall be qualitative. The Consultant cannot relinquish this responsibility to a sub-consultant. Laboratory analytical costs, which include transportation, will be borne by the Authority.

The Consultant will be required to submit to the Authority brief monthly status updates included with invoicing, and brief quarterly/annual budget updates summarizing the activities at each site.

The Consultant shall satisfy public notification requirements pursuant to NJAC 7:26E-1.4 (k) and establish institutional controls, as necessary, per NJDEP requirements.

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Wilmor Capuno via e-mail at [wcapuno@turnpike.state.nj.us](mailto:wcapuno@turnpike.state.nj.us). The subject line should read "OPS No. T3638, Secure File Sharing Site Information."

The following materials will be available electronically to qualified firms:

**Service Area 10S**

10S – July 2016 RAPR  
10S – Feb. 2015 RAPR RIR  
10S – MCUA 2017 Permit Renewal Application  
10S – Indoor Air Monitoring Results Figure  
10S – Feb. 2017 MCUA Self-Monitoring Report  
10S – Mar. 2013 VI Mitigation Plan  
10S – Aug. 2013 VI Mitigation Response Action Report  
10S – Dec. 2011 Vapor Concern Mitigation Response Action Report

**Service Area 10N**

10N – July 2016 RAPR  
10N – April 2016 RIR  
10N – Nov. 2011 LNAPL IRM Report  
10N – May 2013 LNAPL IRM Report  
10N – May 2014 Preliminary Assessment Report

**Service Area 11N**

11N – April 2016 RIR  
11N – Dec. 2016 RAPR

**Service Area 13**

13 – Sept. 2016 LNAPL IRM  
13 – March 2016 RIR  
13 – Nov. 2016 RAPR

### **EOI Submission Requirements**

To be considered for these services, qualified firms or prequalified Joint Ventures need to submit 5 copies of their EOI, which must contain the following:

1. **Letter of Interest** not exceeding five (5) single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information.

**a. Experience of the Firm on Similar Projects**

Provide information on the firm and its sub-consultants experience on similar projects.

The Firm shall provide information on past projects which they have performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope actually performed by the firm and its relevance to the proposed assignment. It shall identify the 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.

**b. Experience of the Project Manager on Similar Projects**

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

The resume of the Project Manager 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).

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

The Firm shall identify the 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 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).

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

Provide an explanation of the firm's understanding of the project and Authority's needs required for the successful completion of the assignment. Provide a summary of the firm's and its staff's qualifications, and state how they relate to the 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 Firm shall provide information to demonstrate that they fully understand 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. 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 Firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the RFEOI. The Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

#### **e. Approach to the Project**

The 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 firm will use to schedule, manage and perform the required tasks within the scope of services and identify the key milestones and projects critical path. The Firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The 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.

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

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

### Commitment and Ability to Perform the Project

The Firm shall discuss their 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 Firm shall discuss their 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 work load of the consultant 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.

#### **g. Commitment to Quality Management**

An affirmation of the Firm's Commitment to Quality Management and Quality Assurance/Quality Control (QA/QC). The Firm shall provide a written narrative that describes the firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The 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.

#### **h. Attainment of Small Business Enterprise (SBE) Participation Goals**

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, firms interested in submitting an EO/TP 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 Minority and Women Business Development/Department of the Treasury as a Small Business Enterprise.

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

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 Project Manager and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one (1) page.
6. **Recent Authority Project Experience Form** identifying all Authority projects on which the consultant 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 consultant and for each sub-consultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation** (which is available on the Authority's website) form for review by the Authority's legal counsel. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. 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, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff** (which is available on the Authority's website) form stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
10. A completed **Certification of Staff Availability form** (which is available on the Authority's website) 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:
  - 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 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.



11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation Form** (which is available on the Authority's website). Stating the firm's intention to use SBE Certified firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form which is available on the Authority's website.
13. A completed **Vendor Source Disclosure Form** which is available on the Authority's website.
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 which is available on the Authority's website.

EOIs that are incomplete may not be considered.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available at: [http://www.state.nj.us/turnpike/documents/code\\_of\\_ethics.pdf](http://www.state.nj.us/turnpike/documents/code_of_ethics.pdf). By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

EOIs are limited to a total of ten (10) pages (single-sided), excluding a brief transmittal letter, Organization Chart, Estimate of Man/Work hours and the Project Schedule, the Recent Authority Project Experience Form, the Affidavit of Eligibility/Disclosure of Material Litigation form, the Disclosure Form - Outstanding Work with the Authority, Commitments of Proposed Project Staff form, Certification of Staff Availability form, SBE form, Disclosure of Investment Activities in Iran form, Vendor Source Disclosure form, Ownership Disclosure Form. Pages in excess of these requirements will not be considered. The information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets will not be permitted. This page limitation shall be increased to a maximum of fifteen (15) pages, if the Consultant must exercise option 10C above. The additional five (5) 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 five (5) 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 consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required.

Anything in excess of the 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 incomplete and may be rejected.

Expressions of Interest must be submitted no later than 2:00 pm on May 12, 2017. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon U.S. Mail or other carriers is at the Consultant's risk. Late EOIs will not be considered. EOIs hand delivered or delivered by an overnight delivery service shall be addressed to:

**New Jersey Turnpike Authority  
1 Turnpike Plaza  
Woodbridge, NJ 07095  
Attn: Engineering Department, Environmental  
Jeffrey Wilhelm, Environmental Manager**

Expressions of Interest transmitted via U.S. Mail should be addressed to:

**New Jersey Turnpike Authority  
 P.O. Box 5042  
 Woodbridge, NJ 07095-5042  
 Attn: Engineering Department, Environmental  
 Jeffrey Wilhelm, Environmental Manager**

**Inquiries**

Inquiries pertaining to this RFEI are to be directed in writing to Jeffrey Wilhelm, Environmental Manager, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to [Wilhelm@turnpike.state.nj.us](mailto:Wilhelm@turnpike.state.nj.us) are acceptable. Inquiries by FAX are also acceptable. The Fax number is (732) 750-5395. **The deadline for inquiries is 10:00 am on April 28, 2017.** The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Authority's Internet website at <http://www.state.nj.us/turnpike/expressions-of-interests.html> under "Professional Services" on or before **May 3, 2017**. Consultants will be responsible for submitting their EOs in accordance with the RFEI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

**Consultant Selection**

A consultant selection will be made from the EOs that are received on time and are deemed complete. A Review Committee will evaluate the technical qualifications and experience of each firm and its project team, and will rank the firms. The evaluation and ranking of the EOs will serve as a method by which to create a short list of firms most highly qualified to perform the project, who will receive requests for fee proposals.

The EOs will be evaluated and ranked on the basis of numerical scores resulting from pre-established weighted factors. For this project, the rating factors and their relative weights are:

<b>RATING FACTORS</b>	<b>WEIGHT (%)</b>	<b>POINTS</b>
Experience of the Firm on Similar Projects	15	45
Experience of the Project Manager on Similar Projects	15	45
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs, and Reasonableness of Staffing Estimate	15	45
Approach to the Project	15	45
Commitment and Ability to Perform the Project and Outstanding Work with the Authority*	10	30
Commitment to Quality Management	10	30
Attainment of SBE Participation Goals	5	15
	100%	300

Following the review of the submitted EOIs, the Authority will request Fee Proposals from firms it deems the most qualified and will commence negotiations with such technically qualified firms in the order ranked. All respondents will be notified at the completion of the review process regarding their status.

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/Executive Order 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), the P.L. 2005 c. 271 Vendor Certification and Political Contribution Disclosure Form (Rev: 02/07/2006 DPP c271 C&D) completed by each business entity all of which will be transmitted to the intended Awardee(s) by the Authority via mail or fax and are to be returned to the Authority within five (5) business days.

### **Order for Professional Services**

Final OPS Documents shall consist of the Authority's Order for Professional Services (which is available on the Authority's website) and the selected firm's submitted EOI and Final Negotiated Fee Proposal.

Effective April 29, 2014 Consultants shall be required, at their own expense, to provide ALL insurance coverages as more fully set forth in the applicable OPS Agreement. (See OPS Agreement #4)

### **Traffic Permit**

Consultants are advised that the consultant must obtain (and have in its possession) a Traffic Permit, issued by the Authority's Operations Department, before the consultant will be allowed to enter the Authority's right-of-way to perform any professional services hereunder. The Traffic Permit Application may be downloaded from the Authority's internet website at <http://www.state.nj.us/turnpike/> and requires the consultant's signature agreeing to the Traffic Permit Indemnification and Waiver of Claims.

The OPS will not be entered into by the Authority unless the firm first provides proof of valid business registration in compliance with P.L. 2001, c.134 (N.J.S.A. 52:32-44). Pursuant to this law the firm is further notified that no subcontract shall be entered into by any firm under any OPS with the Authority unless the subconsultant first provides proof of valid business registration.

Very truly yours,

### **ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF:JRW/km  
Attachments  
c: J. Keller  
C Rossi  
J. Wilhelm  
Review Committee  
File

**ATTACHMENTS**

**to the**

**Request for Expressions of Interest**

**Dated April 20, 2017**

**for**

**Order for Professional Services No. T3638**

**Environmental Compliance Services at Service Areas 10S, 10N, 11N and 13**

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XV.	Executive Order 189 (1988 - Kean)

**SECTION I**  
**Prequalified and Eligible Consultants**

AECOM Technical Services  
BEM Systems, Inc.  
Brinkerhoff Environmental Services, Inc.  
CB&I  
CDM Smith Inc.  
CME Associates  
D&B Engineers and Architects, PC  
Dewberry Engineers Inc.  
Dresdner Robin Environmental Management, Inc.  
E2 Project Management, LLC  
Enviro-Sciences (of Delaware), Inc.  
Equity Environmental Engineering, LLC  
Envirotactics, Inc.  
First Environment, Inc.  
Gannett Fleming, Inc.  
GZA GeoEnvironmental, Inc.  
H2M Associates, Inc.  
HCR, LLC  
Kleinfelder East, Inc.  
Mott MacDonald LLC  
PARS Environmental, Inc.  
Paulus, Sokolowski & Sartor, LLC.  
Pennoni Associates, Inc.  
T&M Associates  
Taylor, Wiseman & Taylor  
Tectonic Engineering & Surveying Consultants P.C.  
The Louis Berger Group, Inc.  
TRC Environmental Corporation  
Yu & Associates, Inc.

## **SECTION II**

### **Administrative and Agreement Information**

#### **Professional Corporation**

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by N.J.S.A. 45: 8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A: 17-1 et seq.), are exempt from this requirement.

#### **Signatures**

Expressions of Interest, Technical Proposals and Fee Proposals 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 consultant in the preparation of their EOI.

#### **Addendum to EOI Solicitations**

If, at any time prior to receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's web-site as described herein.

#### **Acceptance of EOIs**

The Authority may award an OPS for these services to a firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal 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 the obligations of this EOI - Technical Proposal may result in cancellation of any OPS awarded by the Authority.

#### **Rejection of EOIs**

The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

#### **Final Contract**

Any OPS entered into with a selected Consultant shall be a contract that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional services agreement within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

#### **Dissemination of Information**

Information included in this document or in any way associated with this project is intended for use only by the Consultant 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 the Consultant, except in replying to this EOI solicitation.

#### **News Releases**

No news releases pertaining to this RFEI 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**

Any EOI or Technical Proposal submitted by a firm under this EOI solicitation constitutes a public document that will be made available to the public upon request pursuant to New Jersey’s Open Public Records Act, N.J.S.A. 47: 1A-1 et seq. The Consultant may request the Authority’s General Counsel to deem certain sections of its EOI or Technical Proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.

**Section III**  
**OPS Procurement and Project Schedule**

Posted .....	April 20, 2017
Deadline for Inquiries .....	April 28, 2017
Posted Responses to Inquiries .....	May 3, 2017
Submittal of Expressions of Interest .....	May 12, 2017
Request for Sealed Fee Proposals .....	June 5, 2017
Recommendation to Award OPS .....	July 25, 2017
Notice to Proceed .....	September 1, 2017



## **SECTION IV**

### **Scope of Services**

The specific remedial requirements are different for each Service Area. The attached scope of work provides further site-specific detail regarding the NJDEP and LSRP remediation activities and compliance monitoring requirements that are currently in place.

#### **SERVICE AREA 10S**

The required services for the Thomas Edison Service Area are the continuation of the NJDEP approved remedial actions, compliance monitoring and reporting. Described below are the site-specific NJDEP compliance monitoring, O&M and reporting requirements that are currently in place, as well as specifics for the minimum operating requirements for the remedial systems.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, a groundwater recovery system was installed to prevent dissolved-phase contaminant migration toward Woodbridge Creek. Additional efforts to reduce source area contamination have been undertaken in recent years, which include regular free product monitoring/recovery as well as MPE in conjunction with mobile air sparging.

A separate groundwater recovery/treatment system has been installed within the Service Area building to prevent basement flooding.

A sub-slab depressurization is also operated with the Service Area building, which was installed as part of the Vapor Intrusion (VI) Mitigation Plan following the Vapor Concern discovered during a VI Investigation. The sub-slab depressurization system is currently operated in conjunction with carbon filtration added to the facility's air handling system to improve indoor air quality.

#### **Operation of Remediation Systems**

One groundwater treatment system is located within a treatment trailer northwest of the service area building. The system consists of five (5) recovery wells (MW-1, RW-1, RW-2, RW-4 and RW-6) an oil/water separator, multi-stage air diffuser/stripper, and liquid-phase granular activated carbon (GAC) prior to discharge to the sanitary sewer system operated by Woodbridge Township and conveyed to the Middlesex County Utilities Authority (MCUA). Please note that the GAC units remain at the site, however this technology is not required to meet the current discharge limitations.

A groundwater recovery system has operated at the site since July 1996. The system was installed to prevent dissolved-phase contaminant migration toward the Woodbridge Creek. Treated groundwater was discharged to groundwater until 2001, at which time the discharge was diverted to the sanitary sewer. The Turnpike Authority upgraded the groundwater recovery system between April and June 2006, adding MW-1 as a new recovery well and replacing the packed-tower stripper with a multi-stage diffuser air stripper. The upgrade increased the potential system flow capacity from 17 gallons per minute (gpm) to 30 gpm with a maximum permitted discharge of 50 gpm.

A separate groundwater recovery system was installed to prevent the basement from flooding. The system began operation on January 31, 2006. The basement system consists of three sumps from which water in the sub-basement is recovered during high water to prevent flooding. The water is treated by liquid phase granular activated carbon and discharged to the Woodbridge Township/MCUA sanitary sewer under a separate discharge permit.

A sub-slab depressurization system has been installed with the Service Area building to prevent contaminant vapors from migrating from the subsurface to the building interior. The system consists of four extraction points, which are located within the southern portion of the building and were selected based on site specific diagnostic testing. Indoor air quality is further enhanced by the

addition of particulate/carbon filtration added to the return of the air handling system. Any system expansion or modification requirements that arise following the assignment of this OPS will be performed under the On-call portion of the budget.

For O&M, the Consultant must be familiar with the remediation technologies currently used at the Service Area. A licensed N2 operator experienced in operating compressors, blowers, air strippers, pneumatic and electrical pumps, is required for all work. The operator must complete and maintain an operation log providing details of each site visit. The operator shall perform routine maintenance of each system. Costs for routine replacement parts are included in the scope of work as direct expenses. The operator must evaluate the systems continuously, based not only on system operation, but also upon sample results and the need for providing an efficient system. The goal of any such evaluations should be to make recommendations for modifications to the systems to direct remedial efforts to those areas that need improved contaminant removal. The operator must also react and respond immediately to any results that indicate a permit condition has been violated.

Maintenance shall include regular scheduled items such as filter replacement, greasing motor bearings and any preventative maintenance items that may be necessary. The systems' operation shall be monitored weekly including a check of the recovery wells and pumps, air flow to the multi-stage diffusers, flow gauges, float switches, etc. in order to operate the remediation systems and effectively maintain hydraulic control of the contaminant plume, prevent basement flooding and maintain negative pressure beneath the building. All system components shall be cleaned and inspected regularly to ensure proper function.

During the weekly inspections, the Consultant shall note any problems with operation of each system, troubleshoot to determine the cause and repair the problem. Product monitoring and recovery if appropriate shall be performed on an as needed basis if product is present. Additionally, the Consultant shall continuously inspect, repair and/or replace manholes as needed.

### **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with applicable permits and NJDEP regulations as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications of the monitoring program based on the analytical data.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring for benzene, toluene, ethylbenzene, xylene (BTEX), methyl tertiary butyl ether (MTBE) and tertiary butyl alcohol (TBA) in November and Target Compound List Volatile Organic Compounds (TCL-VOCs) plus a library search and TBA in May. The groundwater monitoring program includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Currently, the sampling schedule consists of sample collection from the following wells in May and November: MW-1, MW-3, MW-4, MW-6, MW-7, MW-8, MW-10, MW-11, MW-12, MW-14 through MW-22, RW-1, RW-2, RW-4, RW-5, RW-6 and RW-7. Additionally, the basement sumps (SUMP-1 and SUMP-2) shall be sampled in May. Modifications to this schedule should be proposed as appropriate.

Groundwater Recovery and Treatment System Monitoring – The Consultant shall collect aqueous samples of the system influent and effluent on a monthly basis. Sample analysis shall be performed by the Authority's contract laboratory and in accordance with the MCUA discharge permit.

Basement Sump System Monitoring – The Consultant shall collect monthly aqueous samples of the basement sump influent and effluent from the liquid phase granular activated carbon system only during the month(s) that the system is active. Sample analysis shall be performed by the Authority's contract laboratory and in accordance with the MCUA discharge permit.

Sub-slab Depressurization System Monitoring – The consultant shall monitor the sub-slab depressurization system on a weekly basis in accordance with the monitoring plan outlined in the *December 2011 Vapor Concern Mitigation Response Action Report*, *May 2012 Vapor Concern Mitigation Response Action Report Addendum* and *August 2013 Vapor Intrusion Mitigation Response Action Report*. The monitoring program shall be revised to comply with the most current version of the *Vapor Intrusion Technical Guidance* and other applicable rules and regulations.

Reporting – The Consultant shall prepare progress reports consistent with former NJDEP Remedial Action Progress Report (RAPR) requirements and in accordance with the assigned LSRP on a semi-annual basis in January and July of each year. These reports will include information on the remedial actions accomplished; modifications or problems associated with the remedial systems; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data.

In addition to O&M and compliance monitoring and reporting outlined above, floating free phase product has been observed in several wells, namely MW-4, RW-4, RW-6 and RW-7. Remedial measures including but not limited to, gauging to monitoring thicknesses, recovery shall be performed on a regular basis. MPE events are currently being implemented on a quarterly basis.

The Consultant shall also evaluate, on a yearly basis, the effectiveness of the remedial activities for the site. A summary of this evaluation shall be provided in the January Progress Report and shall demonstrate that a reduction of the contaminate concentrations in the source area(s) and compliance points has occurred, or justify why such decreases have not occurred.

### **GROVER CLEVELAND SERVICE AREA 10N**

The required scope of services for the Grover Cleveland Service Area consists of the continuation of the NJDEP approved groundwater compliance monitoring, LNAPL monitoring, semi-annual MPE and reporting. Currently, sampling is performed semi-annually in May and November, and Progress Reports are prepared semi-annually in January and July. Additionally, MPE events have been performed periodically in an effort maximize remediation and contain the contaminant plume in addition to addressing a localized pocket of floating free product. Specific monitoring and reporting requirements are outlined below.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, compliance monitoring is performed regularly to track contaminant concentration and distribution as well as to confirm that groundwater flow is toward the capture zone established by the system operating at the Thomas Edison Service Area 10S. Additional efforts to reduce source area contamination have been undertaken in recent years, which include regular free product monitoring/recovery as well as MPE.

### **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with applicable permits and NJDEP regulations described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data.

Groundwater Quality Monitoring – Groundwater monitoring and sampling shall be completed on a semi-annual basis in May and November in accordance with the established schedule, which currently consists of the sample collection from thirty three (33) monitoring wells (H1 through H3, MW-2, MW-3, MW-3R, MW-6, MW-8 through MW-16, MW-18, MW-19, MW-20, MW-21R, MW-22 through MW-30, MW-30D, MW-30E and MW-31 through MW-38) in May and November for analysis of TCL VOCs with MTBE, TBA, 1,2-dibromoethane, 1,2-dichloroethane plus a library search of TICs. Six (6) of the monitoring wells should be additionally sampled and analyzed for a reduced chlorinated compound list during both the May and November events. Additionally, four (4) monitoring wells (MW-10, MW-13, MW-18 and MW-19) are analyzed for Naphthalene during the November monitoring event. Additional monitoring wells are planned for installation under the current OPS for delineation of chlorinated compounds both on and off site. Therefore, the monitoring well network for sampling may be expanded for future events.

The groundwater monitoring program should include the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Reporting – The Consultant shall prepare progress reports consistent with former NJDEP Remedial Action Progress Report (RAPR) requirements and in accordance with the assigned LSRP on a semi-annual basis in January and July of each year. These reports will include information on the remedial actions accomplished; modifications or problems associated with the remedial systems; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data.

The Consultant shall also evaluate, on a yearly basis, the effectiveness of the remedial activities for the site. A summary of this evaluation shall be provided in the January Progress Report and shall demonstrate that a reduction of the contaminate concentrations in the source area(s) and compliance points has occurred, or justify why such decreases have not occurred.

### **Multi-Phase Extraction**

In addition to compliance monitoring and reporting outlined above, floating free phase product has been observed in monitoring wells H-3 and MW-23. Remedial measures including but not limited to, gauging to monitoring thicknesses, recovery and MPE should be implemented on a regular basis (for the purpose of this RFEIOI, MPE events should be planned for semi-annual implementation with gauging and monitoring events performed monthly). Gauging of surrounding wells should also be included in the product monitoring program.

### **WILLIAM HALSEY SERVICE AREA 11N**

The required services for the William Halsey Service Area are the continuation of the NJDEP approved remedial actions, compliance monitoring and reporting. Described below are the site-specific compliance monitoring, treatment, and reporting processes that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, a SVE/AS system was originally installed along with a groundwater recovery system to prevent dissolved-phase contaminant migration toward neighboring properties. All active remediation with the exception of MPE supplemented by mobile AS has ceased.

### **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with applicable NJDEP regulations and as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data.

Groundwater Quality Monitoring – The groundwater monitoring program for the site is currently performed on an annual basis in October and include monitoring wells MW-1, MW-2, MW-5, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14R, MW-16R, MW-17, MW-18R, MW-19R, MW-20, MW-25 and an unnamed 2-inch well (located between MW-1 and MW-2) as well as the interceptor trench associated with the inactive groundwater recovery system. All samples shall be analyzed for TCL-VOC+15 (SIM) with MTBE & TBA, naphthalene, 2-methylnaphthalene, total lead and PCBs.

The groundwater monitoring program includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, specific conductance and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the

current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Compliance monitoring will be conducted in accordance with applicable permits and NJDEP regulations described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data.

Reporting – The Consultant shall prepare progress reports consistent with former NJDEP Remedial Action Progress Report (RAPR) requirements and in accordance with the assigned LSRP on an annual basis in December of each year. These reports will include information on the remedial actions accomplished; modifications or problems associated with the remedial systems; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data.

A CEA was originally prepared and approved by the NJDEP on January 29, 1998; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. Should CEA Biennial Certifications be required during this OPS period, this task will be covered under the On-call portion of the OPS.

Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed. In addition, the Consultant shall update and/or modify the CEA as site conditions dictate.

#### **Air-Sparging/Multi-Phase Extraction**

An AS/SVE system previously operated at the site until January 2007 at which time it was shut down since it was no longer effective. The system was installed to remediate source material resulting from the historic UST discharges and to prevent dissolved-phase contaminant migration off-site. The Authority is currently conducting mobile AS technology, in conjunction with MPE, in order to increase the dissolved oxygen and soil gas oxygen levels resulting in in-situ biodegradation of contaminants in both the saturated and unsaturated zones as well as increasing the contaminant mass removal in specific localized areas.

It is anticipated that these AS/MPE events will be performed on a quarterly basis and consist of one eight hour event each with air injected into a series of AS wells that are installed in close proximity to an MPE or recovery well with a temporary air compressor. Two recovery wells (MW-1 and MW-9) are currently utilized specially designed AS wells installed in close proximity to each of the recovery wells. A temporary air compressor shall be utilized to inject air into the designated AS wells via manifolded overland hoses, gauges, and adapters, while a MPE subcontractor extracts contaminated vapors and groundwater from the recovery wells.

The MPE portion consists of simultaneously removing contaminants via the application of a vacuum at select wells, disposing of the generated groundwater directly to a holding tank, and treating the vapors using a mobile internal combustion engine, and a catalytic converter to treat the engine exhaust. The monitoring wells at which the MPE events are to be performed were selected in an attempt to maximize vapor recovery and reduce source area contaminants. The Consultant will be responsible for evaluating the effectiveness of this treatment technique and adjusting the schedule frequency and target locations, as needed.

The Authority has retained its own waste disposal firm for use with MPE events. The Consultant shall be obligated to use the Authority's contract waste hauler and the consultant will schedule removals as needed.

The Consultant must be familiar with the remediation technologies described above and must complete and maintain a field log providing details of each site event. Modifications of recovery operations shall be proposed as appropriate.

### **VINCE LOMBARDI SERVICE AREA 13**

The required services for the Vince Lombardi Service Area are the continuation of compliance monitoring and reporting. Described below are the site-specific NJDEP compliance monitoring and reporting processes that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that were above the applicable NJDEP cleanup criteria, AS/SVE, biosparge and groundwater recovery techniques have been utilized to address source area contaminants and to prevent migration of the dissolved plume toward an adjacent tidal creek. Soil and groundwater contaminants have reduced significantly and as such all active remediation has ceased at the site.

#### **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with applicable NJDEP regulations and as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data.

The groundwater monitoring program includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, specific conductance and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Groundwater Quality Monitoring – The groundwater monitoring program for the site is currently performed on an annual basis in September. To support shut down of all active remediation at the site and Natural Remediation Compliance Program (NRCP), a quarterly monitoring program was implemented beginning in 2010. Results of the more rigorous sampling program supported the reduction in frequency to the current annual monitoring.

Monitoring wells MW-8, MW-11, MW-13, MW-15, MW-17, MW-19, MW-20, MW-21,, MW-22, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, MW-33, MW-34, MW-35, MW-36, MW-37, MW-38, MW-39, MW-40, MW-41, MW-42, MW-43D, MW-44, MW-45, PZ-15, SMW-1, SMW-2, SMW-3, SMW-4, SRW-1 and SRW-2 shall be sampled annually in September and analyzed for BTEX, MTBE and TBA. Select wells should also be analyzed for TCL-SVOCs.

LNAPL Monitoring/Recovery – LNAPL monitoring shall be performed on a monthly basis with gauging and recovery efforts focused at MW-8, MW-17, SMW-1 and SMW-2. Currently floating product is being managed with absorbent sock deployed in each well.

Reporting – The Consultant shall prepare progress reports consistent with former NJDEP Remedial Action Progress Report (RAPR) requirements and in accordance with the assigned LSRP on an annual basis in May of each year. These reports will include information on the remedial actions accomplished; modifications or problems associated with the remedial systems; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data.

A CEA has been established for the site; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. Should CEA Biennial Certifications be required during this OPS period, this task will be covered under the On-call portion of the OPS.

#### **LSRP Historical Data Review and Analysis**

The consultant must be prepared to act on the Authority's behalf as a certified LSRP, in accordance with NJDEP regulations, which may include the review and evaluation of all historical documents for identification of potential data gaps, confirm remedial activities

are compliant with the protection of health and the environment, completing LSRP retention form, etc. Any and all effort related to an LSRP data/file review should be considered an "Other Task" and be presented in the Staffing Schedule within the EOI.

**On-Call Remedial Investigation/Remedial Design/LSRP and Other Related Duties**

The Consultant may be asked to perform environmental engineering services as needed for equipment repairs and/or upgrades, supplemental delineation, emergency environmental actions, including but not limited to, spills, discharges, waste disposal, and other unanticipated environmental concerns, as deemed necessary by the Authority. In addition, the Consultant may be asked to perform additional remedial investigation/action and/or design services as part of these related duties.

The Consultant shall be prepared to complete other pertinent documents and/or NJDEP forms (i.e. Remedial Action Workplan Addendums, Classification Exception Areas (CEA), Remedial Action Permits, Remedial Action Outcome, etc.) as may be appropriate. These additional environmental services must be approved in advance by the Authority.

In order to facilitate these unanticipated assignments, a total amount of \$375,000 shall be budgeted for these services at SA 10S, 10N, 11 and 13 for requested work over the five-year period.

**SECTION V**  
**Staffing Schedule**  
**OPS No. T3638**  
**Environmental Compliance Services at Service Area 10S, 10N, 11N and 13**

Hours/Tasks										
Classification (ASCE-Grade)	Thomas Edison Service Area 10S			Grover Cleveland Service Area 10N		Former William Halsey Service Area 11N		Vince Lombardi Service Area 13	Other Tasks	Total Hours
	O&M	Remedial Action (MPE)	Compliance Monitoring & Reporting	Remedial Action (MPE)	Compliance Monitoring & Reporting	Remedial Action (MPE)	Compliance Monitoring & Reporting	Compliance Monitoring & Reporting		
Sr. Project Manager ( )										
Project Manager ( )										
Project Eng/Geol/Sci ( )										
Licensed Operator (N2) ( )										
Geologist/Scientist ( )										
Field Technician ( )										
Other (Specify) ( )										
Total Hours										

The Above chart is intended to act as a guide. The consultant shall modify and expand Classifications and tasks as required to meet project needs.



## **SECTION VI** **Compensation Basis**

**Effective February 28, 2011 the New Jersey Turnpike Authority will no longer issue Non-Revenue Toll Passes to consultants working on Authority projects. Also effective this date, the consultant will be responsible for paying all tolls.**

Following a review of submitted Expressions of Interest, the Authority will request Fee Proposals from the firms it deems most qualified.

The Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed **2.8**, based on a 10% allowance for profit and an overhead rate of **154.5%**, the individual firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

Average rate per classification/grade will not be permitted to determine total labor costs. The Consultant shall list each individual proposed for the project and include the hours and hourly pay rate.

Effective August 1, 2015, salary rate increases will be permitted in accordance with the following parameters:

- Salary increases will not be permitted for the first 24 months of any OPS Agreement from the date of execution;
- Starting at month 25, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 2%;
- The proposal salary rate increase schedule will apply to the prime consultant as well as all sub-consultants;
- Supplements to OPS Agreements executed prior to August 1, 2015 will not be permitted salary increases.

The Fee Proposal when requested, shall detail time (hours) and direct salary data for classifications conforming to ASCE Professional and Technical Grades, as shown on the staffing schedule and as modified by the Consultant to account for all required services. The ceiling amount shall be estimated to the nearest \$5,000.

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as presented in the Expression of Interest and Fee Proposals. 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 work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the staffing schedule as shown in Section V.

Direct expenses shall include approved subconsultant/subcontractor services, mileage, final documents, rental equipment/vehicles, and permit application fees. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

Expenses for lodging and meals will be paid in accordance with the Federal per diem rates which can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Compensation for lodging and meals must be approved in advanced by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

Subconsultant services are those required services performed by other firms at the Consultant's direction. These services in excess of \$5,000 must be approved in advance by the Authority.

Overnight delivery charges will be paid by the Authority if said delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Consultant will not be reimbursed for overnight delivery charges if the Consultant elects to use such services for his convenience. This shall also apply to the consultant's subconsultants.

**SECTION VII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SMALL BUSINESS ENTERPRISE SUBCONSULTING 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 Minority and Women Business Development ("Commerce Commission") 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 is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Division as a SBE. The Consultant must submit proof of its subconsultant's SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-5.2, 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 the Consultant, for any reason, at any time during the course of the OPS, intends to make any additions, deletions or substitutions to the list of firms on the SBE 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.

Evidence of a "good faith effort" includes, but is not limited to:

1. Consultant shall request a listing of small businesses from the Division and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;
4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the project description;
6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. 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.

Consultant shall maintain adequate records to document their efforts and will provide same to the Authority upon request.

**SECTION VIII**  
**EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**And N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing 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, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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 contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

**SECTION IX**  
**State Contractor Political Contributions Compliance**  
**Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("Executive Order 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEOI or RFP:

**DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) 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 (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

### **BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (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 or any candidate of holder of the public office of Governor, or to any State or county party committee; (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 Legislation; (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 Legislation; 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 Legislation.

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, 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 and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

### **STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, 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 contractor. If the State Treasurer determines that any contribution or action by the contractor 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.

### **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

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

**ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 51 (EXECUTIVE ORDER NO. 117)**

Executive Order No. 117 (Corzine 2008) is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
  - In the case of a sole proprietorship: the proprietor; and
  - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
  - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.***

Only the intended Awardee will be required to submit the required P.L. 2005 c. 51/Executive Order 117 and P.L., 2005, c. 271 forms. The **combined** Chapter 51/Executive Order 117 form and the Chapter 271 form are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm>.



**SECTION X**  
**Set-Off for State Tax**  
**(N.J.S.A. 54:49-19)**

Please be advised that pursuant to P.L. 1995. C. 159, effective January 1, 1996 and notwithstanding any provision of the 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 or services or construction projects and at the same time the taxpayer, or the 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 due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.582:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

**SECTION XI**  
**Right to Audit**

Pursuant to N.J.A.C. 17:44-2.2, authority to audit or review contract records:

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

**SECTION XII**  
**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 at: <http://www.state.nj.us/turnpike/documents/vendor-disclosure-form.pdf> and returned with your firm's Expression of Interest (EOI).

**SECTION XIII**  
**Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-57(a), the bidder must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed 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). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities to the Authority. Each Proposer (and all Subconsultants) shall certify under penalty of perjury, date and return to the Authority the completed form entitled "Disclosure of Investment Activities in Iran" which is available on the Authority's website at: <http://www.state.nj.us/turnpike/documents/Disclosure-of-Investment-Activities-in-Iran.pdf> with your firm's Expression of Interest (EOI). Failure to include the completed form, certified and dated, shall be grounds for rejection of Proposer's Expression of Interest (EOI).

Pursuant to N.J.S.A. 52:32-57(a), any person or entity that is on the list of entities that are doing business with Iran is ineligible to and shall not bid on or submit a proposal for a contract with the Authority.

**SECTION XIV**  
**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 contractor, nor any person acting on behalf of such contractor or subcontractor, 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 contractor, subcontractor, 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 contractor 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 section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**SECTION XV**  
**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, 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.