

January 30, 2020

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. A3788  
OPERATIONS AND MAINTENANCE OF WATER AND WASTEWATER SYSTEMS AND  
ON-CALL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR WATER AND  
WASTEWATER SYSTEMS**

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) for a Complex project from engineering Firms prequalified and eligible in the following Profile Codes:

<b>Profile Code(s)</b>	<b>Description(s)</b>
C422	Wastewater Treatment Facility: Operation and Maintenance
C421	Wastewater Treatment Facility: Construction Inspection
C420	Wastewater Treatment Facility: Design
A540	Water Treatment Facilities

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 code(s) this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required for Joint Ventures.

There is no SBE requirement for this Order for Professional Services.

This solicitation is for professional services involving two distinct components of work. The first component involves the operation and maintenance of the Authority's water and wastewater systems to ensure their continued functionality as required to meet the Authority's needs. The second component involves on-call design and construction management services for water and wastewater systems and facilities. This solicitation is for a three (3) year term with an option for two (2) - one year extensions as authorized by, and in the sole discretion of the Authority.

### **Project Description**

#### **Operation and Maintenance Services of Water and Wastewater Systems**

The Consultant will be required to furnish services including engineering, operating and maintenance for all systems and components of all Authority-owned water and waste water facilities including, but not limited to: water supply, water treatment facilities, stormwater pumping, sewage collection, sewage treatment, water pumping, sewage pumping and all ancillary and associated equipment including but not limited to: all pumps, tanks, process piping, valves, treatment units, filters, filter media, meters, chemical feed systems and electronic control systems.

The required professional services include responsibility for operating the water supply and treatment facilities to provide safe and potable water in compliance with the requirements of the State of New Jersey primary and secondary drinking water standards, N.J.A.C. 7:10-5.1 et seq and 7:10-7.1 et seq respectively and the sewage treatment facilities in compliance with discharge permit requirements issued pursuant to N.J.A.C. 7:14-1 et seq. The consultant shall be required to obtain, follow and work within all state permitting and guidelines. The consultant shall also provide to the NJDEP and EPA, with copy to the Authority, all necessary periodic or requested reports as required by state and federal laws and regulations. This further includes the necessary sampling, testing and reporting required by the Authority, NJDEP, Federal Environmental Protection Agency (EPA), municipal/county utility and sewage authorities and health departments as required by laws and regulations in effect and as amended during the contract time period. Each Facility must be serviced daily and operational needs shall be staffed at all times 24 hours per day 365 days per year by operators possessing T-2, S-2 and C-2 licenses and 4 years' minimum experience operating similar facilities. The Consultant shall maintain an automated alarm notification and responses system for all critical equipment and will respond to operating failures at all times 24 hours per day 365 days per year.

The facilities are located along the Garden State Parkway and New Jersey Turnpike roadways as seen in detail in the Scope of Services. In the interest of providing interested pre-qualified consultants with the opportunity to become familiar with the Authority's water and waste water facilities, a tour of representative facilities can be requested via electronic mail to Ms. Marialyce Fitzgerald, Project Manager at MFITZGERALD@njta.com on or before 2:00 pm on February 6, 2020.

#### On-Call Services: Design and Construction Management for Water and Wastewater Systems

The Consultant will be required to perform a variety of task-oriented work assignments of various lengths and scope during the term of this Order for Professional Services (OPS), subject to the availability of funding. The total value for On-Call Services will not exceed \$4 million during the term of the OPS and the maximum allowable value of an individual work task assignment will not exceed \$500,000. The firm must have a working knowledge of toll road engineering and toll road operations.

The services comprising each of the individual task assignments often will need to be performed on short notice, and completed within a short time frame. The consultant must be willing to devote the necessary resources to satisfy the Authority's needs in this regard.

#### **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 Providing Similar Services**

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 services of those required for this assignment. Each project listed shall include a brief description of the

project scope 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. All reference projects must have been completed in the last five (5) years.

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

The Firm shall identify the Project 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 experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEI 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. (Exclude any project completed before 2015.)

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

The Firm shall identify the Operations Manager that will be assigned to the project to oversee daily operations and maintenance of the Authority's water and wastewater facilities. The Operations Manager shall have or have held water or wastewater licenses and have a minimum of 10 years' experience managing licensed operators on similar sized network or facilities. The firm shall identify the key licensed operators and any other personnel for the project and discuss their role and relevant experience.

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.

**e. Approach to the Project**

The firm shall identify the two major components of 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. Identify key issues and potential problems with reliable solutions, if 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**

The Firm shall affirm their commitment and ability to complete the proposed work as well as any outstanding work they currently have 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.

2. **Two (2) organization charts**, one for the Operation and Maintenance Services and one for the On-Call Services 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 Key Project team members**, (a maximum total of 12) 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. **Recent Authority Project Experience Forms** 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.
5. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) 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.
6. 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.**

7. A completed **Commitments of Proposed Project Staff** form (which is available on the Authority's website) stating the percentage of time each member has available to commit to this assignment, including subconsultant staff.
8. A completed **Certification of Staff Availability** form (which is available on the Authority's website) the 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.
9. A completed **Disclosure of Investment Activities in Iran** form for the Prime consultant and all sub-consultants (which is available on the Authority's website).
10. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
11. 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 required forms referenced in Items 5 through 11 above can be found on the Authority's website at <https://www.njta.com/doing-business/ps-supplemental-forms>**

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 on the Authority's website <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an EOI, your Firm will be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

EOIs are limited to a total of seventeen (17), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of twelve (12), each of which shall be one (1) page single sided. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are not permitted.

A brief transmittal letter along with the following forms and/or documents (listed below in the order in which they appear in this RFEOI), are **excluded** from the above referenced page count:

- Organization Charts
- Recent Authority Project Experience Form
- Affidavit of Eligibility/Disclosure of Material Litigation Form
- Disclosure Form - Outstanding Work with the Authority
- Commitments of Proposed Project Staff Form
- Certification of Staff Availability Form
- Disclosure of Investment Activities in Iran Form
- Vendor Source Disclosure Form
- Ownership Disclosure Form

The aforementioned seventeen (17) page limitation shall be increased to a maximum of twenty-two (22) pages, if the Consultant must exercise option 8C 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 2:00pm on February 20, 2020.** 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: Maintenance Department  
Marialyce Fitzgerald  
Project 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: Maintenance Department  
Marialyce Fitzgerald  
Project Manager**

**Inquiries**

Inquiries pertaining to this RFEI are to be directed in writing to Marialyce Fitzgerald, Project Manager, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to MFITZGERALD@njta.com are acceptable. **The deadline for inquiries is February 10, 2020.** 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 website under *Doing Business, Current Solicitations* on or before February 13, 2020** Consultants will be responsible for submitting their EOIs 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**

Once the EOIs have been evaluated for completeness, the Authority will create a list of Firms that shall receive the Request for Technical and Sealed Fee Proposals. ("RFP"). 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 EOIs will serve as a method by which to create a list of Firms most highly qualified to perform the project, in accordance with N.J.A.C. 19:9-2.8(e), who will receive Requests for Technical and Sealed Fee Proposals.

The EOIs 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 Providing Similar Services	15	45
Experience of the Project Manager on Similar Projects	10	30
Key Personnel's Qualifications and Relevant Experience	25	75
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
	100%	300

Following the review of the submitted EOIs, the Authority will request Technical and Fee Proposals from at least three (3) Firms it deems the most qualified. All respondents will be notified at each stage of the EOI and RFP process, regarding their status.

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested only after the RFP stage of this procurement, 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), and 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  
(OPS)**

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website ([http://www.njta.com/media/2928/ps\\_agreement\\_4\\_v5-17-2017.pdf](http://www.njta.com/media/2928/ps_agreement_4_v5-17-2017.pdf)), the RFEI, the EOI, the RFP as well as the selected Firms submitted Technical Proposal and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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)

**Business Registration**  
**N.J.S.A. 52:32-44**

The OPS will not be entered into by the Authority unless the Firm first provides proof of valid business registration in compliance with N.J.S.A. 52:32-44. Pursuant to this law the Firm is further notified that no subcontract shall be entered into by prime consultant unless the subconsultant first provides proof of valid business registration.

Attached please find additional information regarding EOI, RFP and project requirements.

Very truly yours,

**ORIGINAL SIGNED BY**

Kenneth J. McGoldrick, P.E.  
Director of Maintenance

Attachments

c: D. Hesslein  
Review Committee  
File



**Supplemental Information**

**Regarding EOI, RFP, and Project Requirements**

**Dated January 30, 2020**

**for**

**Order for Professional Services No. A3788**

**OPERATIONS AND MAINTENANCE OF WATER AND WASTEWATER SYSTEMS AND  
ON-CALL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR WATER AND WASTEWATER  
SYSTEMS**

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XIV.	ADA Indemnification
XV.	Diane B. Allen Equal Pay Act

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

AECOM Technical Services  
CDM Smith Inc.  
D&B Engineers and Architects, PC  
Johnson, Mirmiran & Thompson, Inc.  
Louis Berger U.S., Inc.  
Mott MacDonald LLC  
Stantec Consulting Services, 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 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 and Rejection of EOIs and Proposals**

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 its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. 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.

#### **Dissemination of Information**

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

#### **News Releases**

No news releases pertaining to this RFEEOI 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, Technical Proposal or Fee Proposal submitted by a Firm 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 Firms may request the Authority's General Counsel to deem certain sections of its EOI 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 .....	January 30, 2020
Deadline for Inquiries .....	February 10, 2020
Posted Responses to Inquiries .....	February 13, 2020
Submittal of Expressions of Interest .....	February 20, 2020
Request for Technical and Sealed Fee Proposals .....	March 19, 2020
Submittal of Technical Proposals .....	April 9, 2020
Notify Consultant of Need for Presentation .....	April 31, 2020
Presentation.....	May 6, 2020
Recommendation to Award OPS .....	May 27, 2020
Notice to Proceed .....	June 30, 2020
Administration Project Closeout .....	July 15, 2023

**SECTION IV**  
**Scope of Services**

During the course of the term of the assignment, the Authority expects through this solicitation professional engineering services for two distinct components of work. The first component involves the operation and maintenance of the Authority’s water and wastewater systems to ensure their continued functionality as required to meet the Authority’s needs. The second component involves design and construction inspection/management pertaining to water and sanitary system repairs, enhancements or replacements as determined to be necessary by the Authority. Efforts pertaining this second component of work will be negotiated and assigned on an on-call basis utilizing the Authority’s Work Request Authorization Form (WRAF) process.

**Operation and Maintenance of Existing Water and Wastewater Systems**

The Consultant shall be required to conduct engineering and maintenance operating services for all treatment systems and components of Authority-owned water supply and treatment facilities, sewage collection, pumping and treatment facilities and associated equipment including, but not limited to all pumps, tanks, process piping, valves, treatment units, filters, meters, chemical feed systems, electric control systems, and storage facilities located at the water supply and treatment plants and sewage treatment facilities. The consultant shall assume responsibility for the Authority’s facilities outlined by this agreement starting and ending on a calendar date as directed by the Authority’s Project Manager. The facilities are located along both the New Jersey Turnpike and the Garden State Parkway.

**Identification of Facilities**

Following are two lists of facilities pertaining to the services associated with this assignment. One list is entitled “Garden State Parkway Facilities” and the second list is entitled “New Jersey Turnpike Facilities.”

**Garden State Parkway Facilities**

<b>Facility Name</b>	<b>Milepost</b>	<b>Description</b>
Oceanview Service Area	MP 18.3	(3) Well Heads (metered), Storage Tank
Oceanview Service Area	MP 18.3	Booster Pumping Facility
Oceanview Service Area	MP 18.3	Water Treatment Facility
Oceanview Service Area	MP 18.3	Wastewater Pump Station
Atlantic City Service Area	MP 41.4	Wastewater Pump Station, Bioxide Feed System
Atlantic City Service Area	MP 41.4	Sunoco Wastewater Pump Station
Atlantic City SA Police	MP 41.6	Wastewater Pump Station
Atlantic City SA Police	MP 41.6	Groundwater Pump Station
Forked River Service Area	MP 76.0	Wastewater Pump Station
Monmouth Service Area	MP 100.4	Wastewater Pump Station, Bioxide Feed System
Cheesequake Service Area	MP 124.0	Backflow Preventer, Water Meter Calibration
Parkway Maintenance District #1 – Swainton	MP 13.8	Wastewater Pump Station, Backflow Preventer
Parkway Maintenance District #1 – Swainton	MP 13.8	Totalizer Unit
Parkway Maintenance District #2 – White Horse	MP 41.1	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Water Treatment Facility
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Well Head
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Effluent Lift Station
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Septic Field
Parkway Maintenance District #3 – Ocean	MP 67.7	Backflow Preventer
Parkway Maintenance District #5 – Telegraph Hill	MP 116.0	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer (2)
Parkway Maintenance District #7 – Clifton	MP 156.0	Backflow Preventer
Parkway Maintenance District #8 – Paramus	MP 164.1	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer
Cape May Toll Plaza	MP 19.4	Septic Tank
Cape May Toll Plaza	MP 19.4	(1) Water Treatment Facility, Well Head, Pressure Tank, Treatment System
Great Egg Toll Plaza	MP 28.8	Sewage Ejector – Grinder Pump (2)
New Gretna Toll Plaza	MP 53.5	Sewage Ejector/Grinder Pump
New Gretna Toll Plaza	MP 53.5	(1) Well Head, Pressure Tank, Treatment System

Barneгат Toll Plaza	MP 68.9	Wastewater Pump Station
Interchange 69 N. Toll	MP 70.4	(1) Well Head, UV System
Interchange 69 N. Toll	MP 70.4	Septic System
Interchange 69 S. Toll	MP 70.4	(1) Well Head, UV System
Interchange 69 S. Toll	MP 70.4	Effluent Lift Station to Septic System
Interchange 74 S. Toll	MP 75.2	(1) Well Head, UV System
Interchange 77 N. Toll	MP 77.5	(1) Well Head, UV System
Interchange 77 S. Toll	MP 78.3	(1) Well Head, UV System
Interchange 89 N. Toll	MP 90.0	Wastewater Pump Station
Interchange 89 S. Toll	MP 90.0	Wastewater Pump Station
Interchange 98 Toll Belmar	MP 98.5	Well Head, Pressure Tank
Interchange 98 Toll Belmar	MP 98.5	Septic System
Interchange 117 Toll Keyport	MP 118.5	Sewage Ejector/Grinder System
Interchange 118 Toll Matawan	MP 118.8	Sewage Ejector/Grinder System
Interchange 145 Toll East Orange	MP 146.9	Sewage Ejector/Grinder System
Shoemaker Picnic Area	MP 22.7	(1) Well Head (metered), Pressure Tank
Herbertsville Inspection	MP 94.5	Wastewater Pump Station
Bloomfield Police Facility	MP 153.2	Wastewater Pump Station
Bloomfield Police Facility	MP 153.2	Groundwater Pump Station

#### New Jersey Turnpike Facilities

Facility Name	Milepost	Description
1-N Service Area, John Fenwick	MP 5.4 NB	(2) Well Houses
1-N Service Area, John Fenwick	MP 5.4 NB	Water Treatment Facility, Storage Tower w/ Cathodic Protection System
1-N Service Area, John Fenwick	MP 5.4 NB	Wastewater Pump Station
1-S Service Area, Clara Barton	MP 5.4 SB	Wastewater Pump Station, Bioxide Feed System
3-S Service Area, Walt Whitman	MP 30.2 SB	Wastewater Pump Station, Bioxide Feed System (to be decommissioned 2022)
4-N Service Area, James F. Cooper	MP 39.4 NB	Water Treatment Facility, Storage Tower w/ Cathodic Protection System (to be decommissioned 2022)
4-N Service Area, James F. Cooper	MP 39.4 NB	(2) Well Houses
6-N Service Area, Woodrow Wilson	MP 58.7 NB	Water Storage Tower w/ Cathodic Protection System
6-S Service Area, Richard Stockton	MP 58.7 SB	Sewage Treatment Plant – SBR
7-S Service Area, Molly Pitcher	MP 71.7 SB	Grinder, Bioxide Feed System, Pump Station
7-S SA Law Enf. Center	MP 71.6 SB	Wastewater Pump and Force Main, Bioxide Feed system
Turnpike Maintenance District #1 – Swedesboro	MP 13.2	Well, Water Treatment Facility, Fire Water Pump/Tank Facility
Turnpike Maintenance District #1 – Swedesboro	MP 13.2	Septic System
Turnpike Maintenance District #2 – Moorestown	MP 37.1	Septic System/ New Pump Station and Force Main, Vehicle Wash Regulatory Testing and Filing, Backflow Preventer (2)
Turnpike Maintenance District #2 – Moorestown Police	MP 37.2	Wastewater Pump Station (Until MD2 Pump Station is complete)
Turnpike Maintenance District #2 – Moorestown Police	MP 37.2	Groundwater Pump Station
Turnpike Maintenance District #3 –	MP 56.5	New Pump Station and Force Main, Vehicle Wash Regulatory

Crosswicks		Testing and Filing, Backflow Preventer
Turnpike Maintenance District #4 – Hightstown	MP 67.6	Backflow Preventer
Turnpike Maintenance District #5 – Milltown	MP 80.7	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer
Turnpike Maintenance District #6 – Elizabeth	MP 100.4	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer (2)
Turnpike Maintenance District #7 – Newark	MP 105.0	Wastewater Pump Station
Turnpike Maintenance District #8 – Secaucus	MP 111.5	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer
Turnpike Maintenance District #9 – Jersey City	MP N5.5	Wastewater Pump Station, Bioxide Feed System
Turnpike Maintenance District #10 – East Rutherford	MP 112.0	Septic System
Interchange 1	MP 2.4	Water Treatment Facility, (1) Well Head
Interchange 1	MP 2.4	(2) Wastewater Lift Stations to Septic System
Interchange 2	MP 12.9	Water Treatment Facility, (1) Well Head
Interchange 2	MP 12.9	Septic System
Interchange 7A	MP 60.0	(1) Well Head, Water Treatment System (iron removal)
Interchange 7A	MP 60.0	Septic System
Central Services Facility	MP 91.2	Wastewater Pump Station, Bioxide Feed System
TPK Milepost 92 NB	MP 92.0	Storm Water Pump Facility
Interchange 12	MP 95.9	Wastewater Pump Station, Bioxide Feed System
Interchange 14	MP 104.7	Wastewater Pump Station, Bioxide Feed System
Interchange 15E	MP E106.9	Wastewater Pump Station, Bioxide Feed System
Interchange 15X	MP E110.8	Wastewater Pump Station, Bioxide Feed System
Interchange 16E-18E	MP E112.3	Wastewater Pump Station, Bioxide Feed System

## 1. Operational Requirements

Operational requirements are as follows:

- a) Provide only experienced, licensed personnel necessary to satisfactorily operate the Authority's water supply and treatment plants, and sewage facilities. The labor shall include licensed operators, technicians and mechanics required for complete normal and emergency staffing of the plants.
- b) Supervise the operation and control of water supply and treatment plants and sewage collection and treatment facilities. Provide the services of a supervisor, licensed as required by the New Jersey Department of Environmental Protection (NJDEP) and local authorities, under whose licenses and supervision the facilities will operate. The Consultant's personnel shall be properly qualified with the NJDEP pursuant to the Water Supply and Wastewater Operators Licensing Act, in the appropriate valid classification as required by law. The Overall Supervisor shall hold the following licenses or the highest grade required to operate the facilities: Transmission T-2, Sewage S-2 and Collection C-2 for a minimum of three (3) years. The Consultant's



operators shall obtain NJDEP approval as required to operate each of the Authority's facilities that they may service.

- c) Provide staffing 24 hours per day each day of the year for emergency responses. In this regard, emergency telephone numbers shall be provided to the Authority. The Consultant will be notified of emergencies by the automated alarms and dialers, Authority's Project Manager, Operation Department staff, Maintenance Department staff, or Engineering Department Management staff.
- d) Be responsible for the selection, employment and termination of employment, supervision, direction, training and assignment of duties of all employees engaged by the Consultant for operation and maintenance of the water supply and treatment plants and sewage treatment facilities. The Consultant shall ensure that these employees hold and maintain valid and active licenses, registrations and insurances as may be required by State, local or federal regulations. The specific terms of employment including, but not limited to, the rates of compensation, other remuneration and benefits of such employees shall be determined by the Consultant.
- e) Operate the water supply, treatment plants and storage tanks and sewage transmission and treatment facilities continuously during the term of this Contract. In the event of a labor stoppage or job action, the Consultant shall operate on a best efforts basis to fulfill its obligations under this OPS. Best efforts shall be defined, at a minimum, that licensed management personnel operate the plants to maintain service.
- f) Manage the operation of the facilities in such a manner as to maximize the efficiency and minimize the total cost of operation of each of the respective units to include, but not be limited to, the cost of electricity, fuel, oil, chemicals, laboratory supplies and long-term maintenance needs.
- g) Maintain the automated alarm notification and response systems. Provide service such that all equipment alarms are received by the consultant and are relayed to competent operator(s). Respond promptly to all alarms and emergency calls such that the condition will be resolved expeditiously by appropriately-trained personnel. Significant effort must be made to limit any service outage to the shortest duration. The Consultant will notify the Authority's Project Manager of all alarms with appropriate timeliness. When additional non-routine resources are required, the Consultant's Project Manager shall present the facts of the situation in a timely manner and outline the alternatives under consideration to the Authority's Project Manager for approval.
- h) Perform all testing and prepare all reports required by the Authority and as required by NJDEP, the Federal Environmental Protection Agency (EPA) and Municipal/County Utility and Sewage Authorities and as required by state and federal laws and regulations in effect and as amended during the contract period. This shall include performance of daily analysis reports and other services required by the Authority and the DEP.
- i) At the commencement and conclusion of the term of the contract, conduct an inventory of all Authority-owned tools, spare parts and lab equipment at each of the water supply and treatment plants and sewage facilities. The Authority shall approve the inventory. Any Authority-owned tools or equipment made unusable, lost or broken during the term of the contract shall be replaced at the expense of the Consultant, notwithstanding normal wear and tear.
- j) Maintain, on-site and centrally, a daily operations log that shall include, but not necessarily be limited to, the following:
  - 1. Daily and monthly total water usage and sewage flow.
  - 2. Operating conditions, process controls and laboratory analyses
  - 3. Weather conditions.

4. Type and amount of chemicals used.
  5. Repairs and maintenance completed.
  6. Other matters as required by state and federal laws or regulations.
- k) Be responsible for operating the water supply and treatment plants to provide a safe and potable supply in compliance with the requirements of the State of New Jersey primary and secondary drinking water standards, N.J.A.C. 7:10-5.1 et seq and 7:10-7.1 et seq., respectively, and the sewage treatment facilities in compliance with discharge permit requirements issued pursuant to N.J.A.C. 7:14-1 et seq. The Consultant shall submit a report to the Authority within two (2) days of any violation explaining the cause of the violation and the corrective action being taken to avoid a recurrence.
- l) Operate all equipment in accordance with manufacturers' recommendations, and promptly notify the Authority in the event of a breakdown, according to Section 8 "Notification."
- m) Furnish all materials and supplies required to maintain and operate the water supply and treatment plants and sewage treatment facilities, excepting those provided by the Authority. Materials and supplies to be provided by the Authority are: fuel, electricity, equipment, repair parts, spare parts, valves, currently inventoried tools and equipment, water from outside sources, and NJDEP permits and licenses fees. The Authority will provide or recompense the Consultant for chemicals (including but not limited to chlorine and sodium hypochlorite, Bioxide, soda ash, and potassium permanganate) required for routine operation of the facilities. The Consultant shall provide: safety gear, cleaning supplies, towels/paper products, office supplies, non-inventoried tools and equipment, and garbage disposal. Any required items not delineated above shall be the Consultant's responsibility.
- n) The quality and quantity of the influent water supply to the water treatment plants shall not be the responsibility of the Consultant. The existing treatment facilities were designed and constructed to provide treatment for the water supply. The existing systems have been identified by the Authority as capable of treating the water supply to potable water standards as defined by the State of New Jersey. The Consultant shall insure that the water treatment plants are operating at peak efficiency at all times. The Authority shall be responsible for all alterations and additions to the facilities.

## 2. Maintenance of Plants

At a minimum, the Consultant shall be required to:

- a) Maintain the physical facilities and grounds at the water supply and treatment plants and sewage pumping and treatment facilities on a year-round basis including, but not necessarily limited to, cleaning of floors, walls, ceilings, windows, restrooms, lab facilities and litter control.
- b) Maintain the water systems from the origination point at an Authority well, or the public supply system water meter, to the first point of connection to the building distribution system, including all supply, transmission, treatment and holding facilities, equipment and devices. Maintain all Authority water meters.
- c) Maintain the sewage systems from the first manhole outside a building to all pump stations and treatment facilities to the public system connection or the septic system.
- d) Provide groundskeeping for water supply and treatment plants and sewage facilities, including grass cutting within fenced areas. The Authority shall be responsible for snow plowing of access roads.

- e) Maintain a current inventory of all spare parts, maintenance supplies and chemicals in sufficient quantities to ensure the uninterrupted operations of the facilities.
- f) Hold and maintain good business relationships with pertinent industry persons including regulators, water and sewage service providers, local materials suppliers and repair services, and manufacturers. The Authority requires that these relationships are in place to allow efficient response to minimize the risk or duration of service outages. An allocation of funds is made in this OPS for engineering design and services and equipment required to repair or replace broken or worn equipment. The Consultant is required to directly hire subcontractors to provide equipment and make repairs. The Authority requires that the Consultant be prepared to hire services and purchase through good business relationships and accounts maintained by the Firm.
- g) Perform preventive maintenance of water supply, transmission and treatment plants and sewage treatment and transmission facilities and equipment as outlined in the operation and maintenance manuals provided by the equipment suppliers or a minimum of once per year. Maintenance shall consist of regular, routine and recurring work necessary to keep equipment, devices, systems and plant structures in a condition that ensures proper functioning, at design capacity and efficiency, for their intended use. Preventive maintenance on equipment shall be recorded in the site logbook. A preventative maintenance schedule shall be provided to the Authority for review and approval within sixty (60) days of the start of contract.
- h) Provide all necessary tools and equipment to accomplish the above in accordance with the equipment suppliers' operational and maintenance manuals and in strict compliance with the equipment manufacturers' requirements for their use. Where maintenance standards differ, the Consultant shall be held to the higher standard. Cost of all routine maintenance work shall be included in the annual compensation fee under the contract.
- i) The Consultant shall promptly notify the Authority when the need arises for emergency, major, extraordinary and/or unusual repairs. Notification shall be made as detailed in Section 6 "Notification". The Consultant will provide competitive quotes from qualified vendors and offer professional advice as to appropriate remedial actions. The Authority shall have the option of performing emergency, major, extraordinary and unusual repairs. Major repairs would include structural, electrical or mechanical repairs to the treatment equipment, wells and buildings or filter media replacement. Equipment to be maintained in this contract consists of all flow meters, water and sewage processing and pumping equipment, as well as heating, ventilation, air conditioning, lighting, electrical, plumbing and alarm systems, generators, pipes, meters, and appurtenances. Maintenance of roads, buildings and fences is the responsibility of the Authority. All maintenance and repair activities shall be performed in accordance with the latest applicable NJTA Standard Specifications.
- j) Supervise work performed by subcontractors or others in connection with the water supply and treatment plants and sewage treatment and transmission facilities, and cooperate with outside contractors retained by the Authority to complete repair work. The Consultant may be required to work in conjunction with other consultants that have been retained by the Authority. Should this work not be covered in the scope of work as outlined herein, the Consultant's associated efforts will be reimbursed.
- k) The Consultant shall be required to provide professional engineering services as may be necessary to recommend design improvements to the water and wastewater facilities to maximize the cost-effective operation of the plant or to meet regulatory performance standards. Should this work not be covered in the scope of work as outlined herein, the Consultant's associated efforts will be reimbursed.

- l) Perform a repair/replace analysis upon request for major equipment items.
- m) Regularly review the equipment suppliers' operation and maintenance manuals, bulletins and recall notices and periodically make written recommendations to the Authority for the better use of personnel and maintenance of equipment in accordance with applicable manufacturers' standards.

### **3. Administrative Services**

The Consultant shall be required to:

- a) Provide the necessary professional and technical assistance and support to enable its employees to effectively and economically operate and maintain the water supply and treatment plants and sewage treatment facilities. Management and supervisory personnel shall make periodic visits and maintain regular telephone communications between its personnel at the plants and the Consultant's headquarters.
- b) Provide assistance and information to the Authority as may be necessary for the development of the utility budget.
- c) Provide each Operation and Maintenance employee with digital and voice communication equipment, commonly a mobile phone and tablet or laptop.
- d) Provide the necessary training to enable its staff to efficiently and economically operate and maintain the water supply and treatment plants and sewage treatment facilities.
- e) Maintain all records as required by the Authority and all regulatory agencies.
- f) Provide employee identification cards and require that employees have them in their possession. Provide field employee collared shirts and jackets displaying company identification.

### **4. Submittals**

The Consultant shall provide:

- a) Written monthly reports to the Authority summarizing and describing the operations of the water supply and treatment plants and sewage treatment facilities including flow rates. The reports shall note any deficiencies in the operation of the facilities and/or their equipment and recommendations for correction thereof. The report will highlight outstanding issues, by location in a prioritized listing, in an Executive Summary. The reports shall also include a copy of all reports and analysis submitted to the NJDEP, EPA or Municipal/County Utility Authorities. It will also include totals of processing chemicals used in water and sewage treatment systems. The reports will be presented in paper and electronic format as directed by the Authority.
- b) A monthly report tallying the non-routine expenses by project, location and cost. The Consultant is held responsible to not exceed the funding available for non-routine expenses.
- c) Monthly, quarterly or special reports required by the NJDEP and/or EPA, Municipal/County Utility Authorities in accordance with all applicable laws and regulations. All reports shall be prepared and submitted to the Authority in sufficient time to meet statutory or regulatory deadlines. Review by the

Authority prior to submission is required. A one (1) week review period by the Authority should be anticipated. Failure by the Consultant to submit any report at the time it is due shall be sufficient basis for the Authority to withhold monthly payment until the reports are submitted. The Consultant shall be responsible for any fines that are assessed relative to the late submittal of reports if the noted submittal schedule is not met.

- d) Immediate notification of any emergency condition shall be made to the Authority's representative. The Consultant shall be prepared and provide prompt emergency service at any time in connection with the work required under this Contract. Emergency repairs and/or service shall be coordinated with the Authority on a best effort basis to alleviate the emergency condition as soon as possible.

## 5. Compensation for Maintenance of Water and Wastewater Systems

The Consultant shall provide daily (including weekends and holidays) operating personnel as required to operate and maintain the facilities in accordance with the "Scope of Services." The Consultant shall provide all services and expendable supplies, local, state or federal reports and monthly operational reports required for routine maintenance and operation as described herein for the three (3) year period. The Consultant shall provide a proposed annual fee along with applicable backup documentation. The backup documentation shall include a calculation reflecting hours by employee, hourly rates, and anticipated direct costs associated with the annual operating and maintenance services. 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 2.5, based on a 10% allowance for profit and an overhead rate of 127.3%, 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 Consultant may propose yearly increases (including the time extensions) in the annual fee to account for escalation. Payment for these services shall be made to the Consultant on a monthly basis in accordance with the negotiated annual fee.

The cost of chemicals required for routine maintenance will be reimbursed by the Authority. An allocation of \$250,000 for treatment chemicals shall be included in the fee proposal by the Consultant. Compensation for chemicals supplied by the Consultant shall be treated as direct expenses and reimbursed at cost.

The cost of non-routine repairs (i.e., structural repairs or new systems installation or equipment replacement) of the facilities, as well as the cost of spare parts, repair parts, electricity and road and fence maintenance are beyond the scope of the annual compensation and will be provided for by the Authority by either utilizing Authority personnel and equipment, outside contractors or via additional compensation to the Consultant. Prior written authorization will be required from the Authority for each non-routine work item.

The Consultant shall make an allocation of \$800,000 in their Fee Proposal to be used for non-routine repairs and replacements by the Consultant, as described above. Prior written authorization will be required from the Authority for these services.

Compensation for non-routine repairs and replacements and for engineering services by the Consultant shall include direct expenses (subcontractor and material costs) at cost, and salaries times a multiplier for the Consultant's efforts that are demonstrated to be beyond those that are provided for in the daily maintenance and operating services. Corporate Officers, Partners, Principals, Owners and secretarial, clerical and

administrative services shall be included in the multiplier and not billed separately. The multiplier covers all overhead and profit. Direct expenses shall include:

Reimbursable Expenses (at cost):

Chemicals

Reimbursable Expenses with prior approval (at cost):

Sub-Consultants/Sub-Contractors    Equipment Rentals    Parts and Materials  
Specialized Services    Expedited Shipping and Postage

Non-Reimbursable Expenses:

Routine Postage	Employee Relocation	Employee Training
Electronic Reporting Materials	Vehicle Rentals	Personal Computers
Digital Photography	fax machines	Telephone Bills
Report Copying	Copy Machine Usage	Parking
Mileage	Special Drafting Equipment	Tolls

Specialized services are those required services performed by other firms at the Consultant's direction. The Authority must approve specialized services in advance.

## 6. Notification

In the case of emergency, service outage, or large impact events, all notices and requests shall be made by the Consultant's Project Manager by phone to the Authority's representative as identified in writing for the Contract duration or as may periodically be provided to the Consultant. The Consultant shall follow up, in writing to the Authority's Project Manager, with a detailed documented report on a timely basis.

### **On-Call Services: Design and Construction Management for Water and Wastewater Systems**

During the term of the OPS, the Authority expects to require that a variety of design and construction inspection/management services be performed relative to, but not limited to the maintenance and upgrading of the water and wastewater infrastructure. The services comprising each of the individual task assignments may need to be performed on short notice and within a short time frame. The consultant must be able and willing to devote the necessary resources to satisfy these needs if and when required. The general types of services that may be necessary include:

- A. Prepare construction contract documents for the replacement of infrastructure that is deemed to be beyond its useful service life or operating inefficiently. Such equipment may include pump stations, treatment systems, etc.
- B. Perform construction oversight (inspection/management) for construction projects involving water and/or sanitary system upgrades.
- C. Develop plans, procedures and bid documents for overhead water tower maintenance efforts including cathodic protection system replacement and structural repairs.
- D. Perform studies or analyses of existing equipment and make recommendations for equipment upgrades for the purpose of improving functionality or efficiency.

Upon notification of the need for services, the Consultant will present a detailed scope of work, staffing proposal, and cost estimate, including an estimate of person hours and direct expenses. All work shall be done in accordance with the Authority's design manual, construction manual and standards or those of an outside entity if applicable. All CADD work shall meet the requirements of "New Jersey Turnpike Authority, New Jersey Turnpike Roadway & Garden State Parkway Roadway CADD Standards" dated October 31, 2005 and as amended. Final submission of project reports, specifications, etc., shall include hard copy originals and electronic versions in MSWORD, PDF and/or Power Point. It is expected that the Consultant's proposal for task assignments will be received by the Authority within five (5) business days of the receipt of the notification by the Consultant unless requested sooner by the Authority.

The Consultant is responsible to undertake any and all activities required to prepare contract documents and all ancillary activities to effectuate the design/construction supervision process. As such, it is anticipated that the Consultant will be required to perform, at a minimum, the services outlined below. It is, however, expressly stated that the Consultant is responsible to account for any and all work activities, whether identified below or not, necessary for the total performance of this assignment. The Consultant shall account for all work activities required for this project and shall identify any additional services that will be required for the total performance of this assignment.

The Consultant should anticipate meeting with Authority staff to discuss the scope and overall needs of each task. Upon arriving at a mutually agreeable scope, schedule, staff-hour estimate, personnel and cost, the Authority will authorize the Consultant to proceed via the Work Request Authorization Form (WRAF) procedure. No work shall proceed until a WRAF is approved by the Authority's Director of Maintenance and/or designee.

The Consultant shall coordinate its activities with the applicable NJTA Project Manager throughout the course of each task order assignment. NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.

The Consultant shall submit a monthly progress report to the Authority's Project Manager. The progress report shall list all tasks that have been authorized to date and identify the authorized amount for each task as well as the billings to date and percent complete of each task. Invoices are required to be submitted for each task on a monthly basis.

The Consultant shall notify the Authority's Project Manager immediately, if and when the percent fee expended is potentially going to exceed the task percent complete. The Consultant shall implement necessary adjustments and/or make recommendations on how to alleviate this condition when applicable. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.

## **SECTION V** **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 Technical and Fee Proposal(s) from the Firm(s) it deems most qualified.

### Operation and Maintenance Services of Water and Wastewater Systems

The Fee Proposal for the shall be submitted in accordance with the terms outlined in "Compensation for Maintenance of Water and Wastewater Systems" in Section IV.

### On-Call Services: Design and Construction Management for Water and Wastewater Systems

Due to the On-Call nature of this component of the assignment, in lieu of a fee proposal the Consultant shall provide the firm's multiplier to be used in calculating the fee associated with the individual task assignments and a list of all personnel that may be utilized with their hourly rates and ASCE Technical Grades. The multiplier, not to exceed 2.5 for construction inspection services or 2.8 for design services, based on a 10% allowance for profit and an overhead rate of 127.3% or 154.5% respectively, the individual Firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less.

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 for each task will be negotiated with the consultant 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 the multiplier 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 for direct salaries times the respective multiplier. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation or Final Negotiated Fee Proposal. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

Direct expenses shall include approved subconsultant services, test pits, Utility Work Orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, permit application fees, mileage, railroad flagging and inspection services, railroad and utility permits/insurance, rental cost for bridge inspection equipment, MPT costs, fuel and repairs for rented inspection equipment or TMAs, Authority approved safety vests, tolls charged by other agencies as required to access Authority bridges, and expenses associated with the unanticipated assignment task, with prior written approval by the Authority. 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 and mileage for Construction Supervision travel to project sites will not be reimbursed. Mileage will be paid at the prevailing rate. 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 advance 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.

The total authorized ceiling for this on-call component of the OPS assignment is \$4,000,000. The maximum allowable value of an individual work assignment (WRAF) is \$500,000.

**SECTION VI**  
**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 VII**  
**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 OPS 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 VIII**  
**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 IX**  
**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 X**  
**Source Disclosure Certification**

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

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

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

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

**SECTION XI**  
**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" form which is available on the Authority's website 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 XII**  
**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 XIII**  
**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.

**Section XIV**  
**ADA Indemnification**

The Consultant and the Authority do hereby further agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this OPS. In providing any aid, benefit, or service on behalf of the Authority pursuant to this OPS, the Consultant agrees that the performance shall be in strict compliance

with the Act. In the event that the Consultant, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this OPS, the Consultant shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority grievance procedure, the Consultant agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

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

**Section XV**  
**Diane B. Allen Equal Pay Act**

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>