

April 1, 2020

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3772
ENVIRONMENTAL COMPLIANCE SERVICES AT CLARA BARTON SERVICE AREA 1S, JOHN
FENWICK SERVICE AREA 1N, WALT WHITMAN SERVICE AREA 3S, AND JAMES
FENIMORE COOPER SERVICE AREA 4N**

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

Profile Codes	Descriptions
C-195	Soil & Groundwater Remediation Investigations
C-196	Soil & Groundwater Remediation Design
C-197	Remediation Systems: Operation & Maintenance and Compliance Monitoring

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

To qualify as a prequalified Consultant, a Firm **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months. Only those Firms who have been prequalified for the specified profile codes this project entails will be considered. Prequalification is not required for subconsultants. Prequalification is required for Joint Ventures.

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

Project Description

The Authority is currently performing remedial activities at each of the following Service Areas along the New Jersey Turnpike: Clara Barton Service Area 1S located at Milepost 5.4 Southbound, John Fenwick Service Area 1N located at Milepost 5.4 Northbound in Oldmans Township, Walt Whitman Service Area 3S located at Milepost 30.2 Southbound in Cherry Hill and James Fenimore Cooper Service Area 4N located at Milepost 39.4 Northbound in Mt. Laurel.

The Authority requires the professional services of an environmental and/or engineering Consultant, including a Licensed Site Remediation Professional (LSRP) to perform required environmental compliance activities at the above-

mentioned New Jersey Turnpike Service Areas. Anticipated tasks include, but are not limited to the following: compliance monitoring of groundwater and other media as appropriate, remedial investigations/remedial actions as necessary and reporting in accordance with current LSRP and New Jersey Department of Environmental Protection (NJDEP) regulations.

It is the Authority's intent to engage the services of one consulting firm, through this solicitation for EOI's, to provide professional services as required, utilizing the technical staff necessary to ensure that the services outlined herein are performed in accordance with the requirements of the Authority, the assigned LSRP and NJDEP. This solicitation is for professional services for a five (5) year term commencing on or about August 29, 2020. The Consultant shall submit a single EOI outlining their capabilities and experience to provide the required services at all four Service Areas. Based on the technical rankings, the Authority will subsequently select the top ranked Consultant.

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing Site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEIOI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Wilmor Capuno via e-mail at wcapuno@nija.com. The subject line should read "OPS No. T3772, Secure File Sharing Site Information."

The following materials will be available electronically to qualified firms upon request:

Clara Barton Service Area 1S

T3570 - SA 1S RAPR 5-2019
T3570 - SA 1S RAPR 6-2018
T3570 - SA 1S RAPR 11-2017
T3570 - SA 1S PBR Monitoring Report 4-25-2017
T3570 - SA 1S RAPR 3-2016
T3570 - SA 1S CEA Approval Letter E-copy-pdf 5-2015
T3570 - SA 1S PBR Authorization 3-13-15
T3570 - SA 1S RIRA-RAPR 4-2014
T3570 - SA 1S Offsite Investigation Summary Memo 3-28-2013
T3570 - SA 1S RAPR RIR - RE Aug 2010

John Fenwick Service Area 1N

T3570 - SA 1N RAPR 5-2019
T3570 - SA 1N RAPR 6-2018
T3570 - SA 1N RAPR 11-2017
T3570 - SA 1N RAPR 3-2016
T3570 - SA 1N RAPR 3-2015
T3570 - SA 1N PBR Monitoring Report E-copy 2-26-2015
T3570 - SA 1N RIRA-RAPR 3-2014
T3570 - SA 1N PBR Application 6-20-2013
T3570 - SA 1N Final Biennial Cert 11-2012

Walt Whitman Service Area 3S

T3570 - SA 3S Draft PBR Monitoring Report January 2020
T3570 - SA 3S RAPR 4-2019
T3570 - SA 3S PBR Approval 11-5-2018
T3570 - SA 3S PBR Application 10-1-2018
T3570 - SA 3S Complete Remedial Alternatives Analysis 7-26-2018
T3570 - SA 3S RAPR 5-2018
T3570 - SA 3S PBR Monitoring Report 5-11-2017
T3570 - SA 3S RAPR 8-2016
T3570 - SA 3S CEA DEP approval letter 4-29-2015

James Cooper Service Area 4N

T3570 - SA 4N RAPR 4-2019
T3570 - SA 4N Amendments and Supplements to 8-10-2016 RAO Letter 1-7-2019
T3570 - SA 4N RAPR 10-2017
T3570 - SA 4N RAPR 8-2016
T3570 - SA 4N RAO Letter 8-10-2016
T3570 - SA 4N Groundwater RAP 7-29-2016
T3570 - SA 4N RAR-RAP 12-24-2015
T3570 - SA 4N RI Complete Approval March 2014

Scope of Services – General

The Authority performs a variety of remedial activities as described below, including Enhanced Fluid Recovery (EFR), compliance groundwater monitoring and reporting at each of the above-mentioned Service Areas. The services shall also include additional tasks if determined to be necessary by the Authority, including tasks associated with anticipated Service Area improvements which will be occurring at each of the Service Areas within the term of this contract.

Remedial Investigation

The Consultant must be capable of performing remedial investigation (RI) activities of soil, groundwater and affected media, which may include, but not be limited to, tasks such as monitoring well installation and sampling, soil borings, logging and collection of soil samples, receptor evaluations, ecological assessments and evaluations, surveys including topography, geology, land use, site hydrogeology and any other information required to satisfy reporting needs, vapor intrusion investigations, and other related task work required to satisfy the Authority and NJDEP. These subsurface investigation activities must be completed entirely in each subsurface direction, in order to fully delineate the vertical and horizontal extent of soil and groundwater contamination. Supplemental remedial investigations of soil, groundwater and/or affected media may be required for the purposes of Services Area improvements, and would be strategized on an on-call basis.

Remediation Design

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

approvals that may be required as a result of installing a new system.

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

Remedial Systems: Operation, Maintenance and Compliance Monitoring

Although no groundwater treatment systems are in operation at Service Areas 1S, 1N, 3S or 4N at this time, the Authority requires the availability of a licensed N2 operator should systems be deemed necessary during the term of the contract. The N2 operator must be experienced in operating compressors, blowers, air strippers (multi-stage diffusers), pneumatic and electrical pumps, oil water separators and other related equipment as may be required. The operator must complete and maintain an operation log, detailing activities performed during each site visit. The operator shall perform routine maintenance, with associated costs for routine replacement parts considered part of the contract and reimbursed as a direct expense. Major or more extensive repairs/replacements, if necessary, must also be conducted as part of this contract; however, an extraordinary maintenance cost may require a request for additional funding. The operator must continuously evaluate the performance of the remedial systems, not only based on system operation, but also upon sample results. The focus of these evaluations should be to confirm that the systems are operating efficiently. System modifications that direct or enhance remedial efforts such as improved contaminant mass removal and/or containment should be considered. The operator must also react and respond immediately to any results that indicate a permit condition has been violated, and respond to NJDEP requests to modify system operations.

The Consultant shall operate and maintain the remediation systems, if applicable, in accordance with the permit parameters and manufacturers' recommendations. The NJDEP has directed that systems must operate 24 hours a day, 7 days a week except for routine maintenance. The Consultant is expected to be on 24-hour call in the event of a system malfunction and/or shutdown.

Remedial Action

The Consultant must be capable of conducting EFR events to assist in the remediation at locations with historic "hot spots" and/or free phase product to enhance contaminant recovery. The Consultant will be responsible for coordinating with the Authority's contracted liquid waste hauler and recording recovery amounts. Recovered fluids will be containerized in a licensed waste-hauling vehicle for transport and disposal off-site. The Consultant will schedule events directly with the Authority's liquid waste hauler; associated fees to be borne by the Authority. The EFR frequency and location must be constantly evaluated by the assigned LSRP, and is to be adjusted to achieve the maximum contaminant recovery rates.

The Consultant must be prepared to assist the Authority with aspects of the Service Area improvement project which may include, but are not limited to, tasks such as the evaluation of existing soil/groundwater contamination, site visits and/or meetings and coordination with contractor(s) involved with the Service Area improvement, supplemental investigation efforts, oversight of remedial excavation activities, post-excavation soil sampling, post-remediation soil and/or groundwater investigation, monitoring well decommissioning and re-installation as applicable, LSRP review of documentation such as verification of certified clean fill, completion of other pertinent documents and/or NJDEP forms (Deed Notices, CEAs, Remedial Action Permits (RAP), Remedial Action Outcome (RAO), etc.) as may be appropriate. Remedial action efforts associated with the Service Area improvements would be strategized on an on-call basis (See Page 27 for specific On-Call details).

If required to further reduce contaminant concentrations in the source areas, the Consultant must be capable of conducting

injection and extraction of chemical surfactant and/or oxidizing agents, as a technique to mobilize and recover contaminants in the soil and groundwater. The Consultant will be responsible for evaluating the effectiveness of these treatment techniques and adjusting the schedule frequency and target locations as needed. Remedial design services and/or injection and extraction of chemical/bioremediation agents to enhance the current remedial strategy will be strategized on an on-call basis.

Reporting Requirements

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

The Consultant shall be capable of completing Remedial Action Reports (RARs) with updated Receptor Evaluation (RE) and Case Inventory Document (CID) to satisfy the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E). The Consultant shall compile information generated from the former RIRs and review former documents (such as former CIDs, LNAPL forms, Free-Product Interim Remedial Measure reports, Public Notification forms, Receptor Evaluations, Permit by Rule Monitoring Reports, Classification Exception Area approvals, etc.) to include as pertinent in the submittal to the NJDEP. The Consultant shall be prepared to complete other pertinent documents and/or NJDEP forms (i.e. Deed Notices, Classification Exception Areas (CEA), RAPs, Biennial Certification (BC), RAO, etc.) as may be appropriate.

LSRP Requirement

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

The Consultant must be prepared to act on the Authority's behalf during the remedial action efforts of the Service Area improvement project. The Consultant must ensure all aspects of the remedial action portion of the improvement project, including regulatory submittals, are in accordance with NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

Other Related Duties

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

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

The Authority has retained its own NJDEP certified testing laboratory. The Consultant shall be obligated to use the

Authority's contract lab. All sample containers and Quality Control blanks must be obtained from the Authority's laboratory. The Consultant shall be responsible for validating the laboratory's analytical results and deliverables. Data validation shall be qualitative. The Consultant cannot relinquish this responsibility to a subconsultant without prior approval from the Authority. Laboratory analytical costs, which include transportation, will be borne by the Authority.

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

The Consultant will be required to submit to the Authority a brief monthly status report along with monthly invoicing, summarizing the activities performed at each project site. Budget projections based on anticipated activities per project site will be required on a quarterly basis. On-Call tasks and associated costs shall be a separate line item in monthly status reports and quarterly budget projections.

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

EOI Submission Requirements

To be considered for these services, qualified Firms or prequalified Joint Ventures need to submit five (5) copies of their EOI, including one EOI provided in pdf format delivered on a flash drive or CD/DVD, which must contain the following:

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

The Letter of Interest shall summarize the following information.

a. Experience of the Firm on Similar Projects

Provide information on the Firm and its subconsultants experience on similar projects.

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

b. Experience of the Project Manager/LSRP on Similar Projects

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

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

c. Key Personnel's Qualifications and Relevant Experience

The Firm shall identify the Project Engineer and/or other key personnel that will be assigned to the project and their role and responsibilities specific to the assignment. Information concerning their education, credentials and work experience should be provided along with contact/reference information. The 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 Including Reasonableness of Staffing Estimate

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 qualifications, and state how they relate to the Firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

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

Understanding of the Authority's Needs

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

e. Approach to the Project

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

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

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.

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

The Authority has adopted a Small Business Enterprise Subconsultant's Program (the SBE Program). Under the SBE Program, Firms interested in submitting an Expression of Interest agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of one (1) page.

6. **Recent Authority Project Experience 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 subconsultant.
7. 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 subconsultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.
8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each Firm, each member of a joint venture and all subconsultants shall be submitted. State "none" on the form if Firm, joint venture or subconsultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff** 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.
10. 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.
11. A completed **SBE Form – Proposed Schedule of Small Business Enterprise Participation** (which is available on the Authority's website). Stating the Firm's intention to use SBE Certified Firms as subconsultants.
12. A completed **Disclosure of Investment Activities in Iran** form (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

The required forms referenced in Items 6 through 14 above can be found on the Authority's website: www.njta.com under *Doing Business, Engineering Professional Services, 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 ten (10), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed five (5) pages, **Resumes**, a maximum of five (5), each of which shall be one (1) page. 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 Chart
- Detailed Estimate of Work Hours
- Project Schedule
- 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
- SBE Form
- Disclosure of Investment Activities in Iran Form
- Vendor Source Disclosure Form
- Ownership Disclosure Form

The aforementioned ten (10) page limitation shall be increased to a maximum of sixteen (16) pages, if the Consultant must exercise option 10C above. The additional six (6) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to five (5) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the Consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their Expression of Interest unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall only be considered by the Authority in the scoring of the EOI if required. Anything in excess of the page limitations for each of the EOI criteria above will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

Expressions of Interest must be submitted no later than 2:00 pm on April 27, 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: Engineering Department, Construction/Environmental
Tammy Trabucco, Senior Environmental Supervisor**

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

**New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Construction/Environmental
Tammy Trabucco, Senior Environmental Supervisor**

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Tammy Trabucco, Senior Environmental Supervisor New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. E-mail inquiries to Trabucco@njta.com. **The deadline for inquiries is April 13, 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 April 16, 2020.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

The 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:

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

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/Executive Order 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), 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, the RFEOI, the EOI 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 and project requirements.

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF:TT:mu
Attachments

c: M. Garofalo
C. Rossi
Review Committee
File

Supplemental Information

Regarding EOI and Project Requirements

Dated April 1, 2020

for

Order for Professional Services No. T3772

Environmental Compliance Services at the Clara Barton Service Area 1S, John Fenwick Service Area 1N,

Walt Whitman Service Area 3S, and James Fenimore Cooper Service Area 4N

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SECTION I
Prequalified and Eligible Consultants

AECOM Technical Services
ATANE Engineers, Architects and Land Surveyors, P.C.
BEM Systems, Inc.
Brinkerhoff Environmental Services, Inc.
CDM Smith, Inc.
CME Associates
D&B Engineers and Architects, PC
Dewberry Engineers, Inc.
Dresdner Robin Environmental Management, Inc.
E2 Project Management, LLC
Equity Environmental Engineering, LLC
First Environment, Inc.
Gannett Fleming, Inc.
GZA GeoEnvironmental, Inc.
H2M Associates, Inc.
HCR, LLC
Mott MacDonald, LLC
Pennonni Associates, Inc.
Taylor, Wiseman & Taylor
TRC Environmental Corporation
WSP USA 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 website 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 RFEOI or the Project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

Public Records

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 Schedule

Posted	April 1, 2020
Deadline for Inquiries	April 13, 2020
Posted Responses to Inquiries	April 16, 2020
Submittal of Expressions of Interest	April 27, 2020
Recommendation to Award OPS	June 23, 2020
Notice to Proceed	August 2020

SECTION IV
Scope of Services

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

CLARA BARTON SERVICE AREA 1S

The required services for the Clara Barton Service Area 1S include the continuation of the NJDEP/LSRP approved remedial actions, compliance monitoring and reporting. Described below are the site-specifics of the remedial action, compliance monitoring and reporting requirements that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations above the applicable NJDEP cleanup criteria at the time, a soil vapor extraction (SVE) system was installed to prevent dissolved-phase contaminant migration toward neighboring properties. The SVE system has since been removed due to high water levels. The Authority repurposed the system's SVE wells in conjunction with installing additional air sparge (AS) wells to target source areas utilizing the mobile AS/Multi-phase extraction (MPE) technique. Under an approved NJDEP Permit by Rule (PBR), an in-situ remediation pilot test was conducted in an effort to target the saturated source areas, and mobilize pockets of contamination at the site. Injections of chemical surfactant and oxidizing agents, in conjunction with enhanced fluid extraction (EFR) events, were the selected remedial action after discontinuation of the AS/MPE technique. Review of the monitoring program data indicated that the pilot study injection program was effective in reducing BTEX, MTBE, and TBA concentrations in the injection areas. Based on the data, it was suspected that fluctuation in the groundwater table may be impacting the treatment of the residual contaminant mass. A CEA with indeterminate timeframe exists at the site. EFR events are the current selection of remedial action at the site.

A proposed Service Area improvement project by various operators is expected to occur at the Clara Barton Service Area 1S, which may allow the Authority to complete a full-scale remedial effort. The anticipated schedule of site shutdown is September 2022 through May 2023. The Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the

contractor(s) involved with the Service Area improvement; oversight of monitoring well abandonment; review of soil analytical data for the purposes of supplemental remedial investigation or to provide an estimate of soil contamination limits to be removed by improvement contractor(s); documentation of remedial action efforts, including obtaining all necessary bills of lading, etc. for preparation of regulatory reports; collection of post-excavation soil samples; LSRP review of documentation pertaining to certified clean backfill; coordination and oversight of monitoring well reinstallation, as applicable, in addition to any other tasks or services required or requested by the Authority and/or NJDEP during the remedial action phase. Activities related to the Service Area improvement will be conducted under the On-Call section of this OPS.

Enhanced Fluid Recovery

At the Clara Barton Service Area 1S, EFR events are conducted monthly on source area and immediately downgradient wells. The Consultant shall review groundwater analytical data and select appropriate source area/downgradient monitoring wells from which to extract. Currently, MW-1A, MW-2, MW-3, MW-4A, MW-10, MW-28D, MW-28D2 and RW-1 are the most common wells utilized in the monthly events. The Consultant will be responsible for evaluating the effectiveness of this treatment technique and adjusting the schedule frequency and target locations, as needed. It is estimated that monthly EFR events will continue for a period of 48 months beginning at contract commencement. For the purposes of this RFEOL, it is assumed EFR events will discontinue for a period of 12 months (of the total contract term) during the Service Area shutdown as part of the Service Area improvement project. EFR events may potentially resume at a frequency to be determined upon reviewing the efficacy of the remedial action conducted in conjunction with the Service Area improvement project.

The Authority has retained its own waste disposal firm for use with EFR events. The Consultant shall be obligated to use the Authority's contracted liquid waste hauler for offsite disposal of recovered groundwater. The Consultant will schedule events directly with the Authority's liquid waste hauler.

Compliance Monitoring and Reporting

Compliance monitoring will be conducted in accordance with applicable permits regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. Compliance monitoring includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring in accordance with the LSRP's schedule. Currently, groundwater is purged and sampled from twenty-four (24) monitoring wells (RW-1A, MW-1A, 2, 3, 4A, 5, 6, 7, 8, 10, 11A, 13, 15, 18, 19, 21, 22, 24, 27, 28D, 28D2, 30, 31, 33) in June and December. In addition, three (3) surface water samples (SW-1, 2, 3) are collected from the drainage ditch along the western edge of the site during each of the semi-annual events. All samples to be submitted to the Authority's contract laboratory and analyzed for Targeted Compound List (TCL) - Volatile Organic Compounds (VOC+15), MTBE, and TBA. All samples shall be analyzed on a standard turnaround time, unless otherwise approved by the Authority. Compliance monitoring is expected to continue on a semi-annual basis for 48-months out of the 60-month contract term. It is assumed compliance monitoring will temporarily be discontinued during the Service Area

shutdown and improvement activities. The efficacy of the remedial action conducted in conjunction with the Service Area improvement program will be monitored, which may adjust the frequency of future post-remedial monitoring.

Reporting – The Consultant shall prepare RAPRs in accordance with NJAC 7:26E-6.6 on a semi-annual basis for a period of 48-months. The RAPR reporting months are February, which covers the period of July through December, and August, which covers the period of January through June. These reports should include: information on the remedial actions accomplished; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data. In addition to the RAPRs, responses must be made to NJDEP directives in a timely manner to ensure that the Authority remains in compliance.

The current schedule for groundwater compliance monitoring and reporting may be adjusted to reflect the proposed shutdown of Service Area 1S. It is assumed monitoring wells will be abandoned prior to Service Area improvement project commencement, and re-installed upon project completion. As such, groundwater monitoring may be eliminated for one or more rounds of sampling, therefore altering the schedule for RAPR submittal. Hence, budgeting for RAPRs has been estimated for 48 of the total 60-months of the contract term.

For budgeting purposes of this RFEOI, it is assumed that a RAR/RAP will be required upon completion of the remedial action performed during the Service Area improvement project. In instances where insufficient data exists for a site, the Consultant will be required to review all previously generated documents so as to not duplicate remedial efforts. The Consultant shall compile information generated from the former RIR/Remedial Investigation Report Addendum (RIRA) and review former documents (such as former CIDs, LNAPL forms, Free-Product Interim Remedial Measure reports, Public Notification forms, Receptor Evaluations, Permit by Rule Monitoring Reports, Classification Exception Area approvals, etc.) to include as pertinent in the submittal to the NJDEP. It should be noted that a Remedial Timeframe Notification Form was submitted to NJDEP with a proposed remedial action regulatory timeframe of May 2023. Reports for regulatory submission shall be provided in draft form to the Authority a minimum of three weeks in advance of the NJDEP due date so that review and comments can be addressed.

JOHN FENWICK SERVICE AREA 1N

The required services for the John Fenwick Service Area 1N include the continuation of the NJDEP/LSRP approved remedial actions, compliance monitoring and reporting. Described below are the site-specifics of the remedial action, compliance monitoring and reporting requirements that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations above the NJDEP cleanup criteria applicable at the time, an SVE and groundwater recovery system were installed to prevent dissolved-phase contaminant migration toward neighboring properties. Due to high water levels and low recovery volumes with the groundwater system, the SVE/recovery system were deemed insufficient and subsequently dismantled. Mobile AS/MPE treatment was utilized by the Authority to target the extent of the source area. AS/MPE remedial technology was not cost effective as minor amounts of vapor phase contamination were being removed. A surfactant injection program was conducted, results of which were successful in reducing source area of impacted soil and groundwater, however several compounds exceeding the GWQS remain. A limited soil investigation was conducted in 2017 to further evaluate contaminated soils in AOC-1 as a potential source for the remaining groundwater contamination on site. Contaminated soils from AOC-1 were excavated within limitation due to underground utilities. EFRs and compliance monitoring will continue throughout the term of this contract to evaluate the effectiveness of the limited remedial action. A CEA with indeterminate timeframe exists at the site.

A proposed Service Area improvement project by various operators is expected to occur at the John Fenwick Service Area 1N, which may allow the Authority to complete a full-scale remedial effort. The anticipated schedule of site shutdown is September 2022 through May 2023. The Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the contractor(s) involved with the Service Area improvement; oversight of monitoring well abandonment; review of soil analytical data for the purposes of supplemental remedial investigation or to provide an estimate of soil contamination limits to be removed by improvement contractor(s); documentation of remedial action efforts, including obtaining all necessary bills of lading, etc. for preparation of regulatory reports; collection of post-excavation soil samples; LSRP review of documentation pertaining to certified clean backfill; coordination and oversight of monitoring well reinstallation, as applicable, in addition to any other tasks or services required during the remedial action phase. Activities related to the Service Area improvement will be conducted under the On-Call section of this OPS.

Enhanced Fluid Recovery

At John Fenwick Service Area 1N, EFR events are conducted monthly on source area and downgradient wells. The Consultant shall review groundwater analytical data and select appropriate source area/downgradient monitoring wells from which to extract. Currently, MW-3, MW-6, MW-17 and MW-24 are the most common wells utilized in the monthly events. The Consultant will be responsible for evaluating the effectiveness of this treatment technique and adjusting the schedule frequency and target locations, as needed. It is estimated that monthly EFR events will continue for a period of 48-months beginning at contract commencement. For the purposes of this RFEOL, it is assumed EFR events will discontinue for a period of 12-months (of the total contract term) during the Service Area shutdown as part of the Service Area improvement project. EFR events may potentially resume at a frequency to be determined upon reviewing the efficacy of the remedial action conducted in conjunction with the Service Area improvement project.

The Authority has retained its own waste disposal firm for use with EFR events. The Consultant shall be obligated to use the Authority's contracted liquid waste hauler for offsite disposal of recovered groundwater. The Consultant will schedule events directly with the Authority's liquid waste hauler.

Compliance Monitoring and Reporting

Compliance monitoring will be conducted in accordance with applicable permits regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. Compliance monitoring includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring in accordance with the LSRP's schedule. Currently, groundwater is purged and sampled from fourteen (14) monitoring wells (MW-1, 2, 3, 4, 6, 11, 14, 16, 17, 22, 23, 24, 25, and 26) in June and December. All samples to be submitted to the Authority's contract laboratory and analyzed for TCL VOC+15, MTBE, TBA and Naphthalene. All samples shall be analyzed on a standard turnaround time, unless otherwise approved by the Authority. Compliance monitoring is anticipated to continue on a semi-annual basis for 48-months out of the 60-month contract term. It is assumed compliance monitoring will temporarily be discontinued during the Service Area shutdown and improvement

activities. The efficacy of the remedial action conducted in conjunction with the Service Area improvement program will be monitored, which may adjust the frequency of future post-remedial monitoring.

Reporting – The Consultant shall prepare RAPRs in accordance with NJAC 7:26E-6.6 on a semi-annual basis for a period of 48-months. The RAPR reporting months are February, which covers the period of July through December, and August, which covers the period of January through June. These reports should include: information on the remedial actions accomplished; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data. In addition to the RAPRs, responses must be made to NJDEP directives in a timely manner to ensure that the Authority remains in compliance.

The current schedule for groundwater compliance monitoring and reporting may be adjusted to reflect the proposed shutdown of Service Area 1N. It is assumed monitoring wells will be abandoned prior to Service Area improvement project commencement, and re-installed upon project completion. As such, groundwater monitoring may be eliminated for one or more rounds of sampling, therefore altering the schedule for RAPR submittal. Hence, budgeting for RAPRs has been estimated for 48 of the total 60-months of the contract term.

For budgeting purposes of this RFEOI, it is assumed that a RAR/RAP will be required upon completion of the remedial action performed during the Service Area improvement project. In instances where insufficient data exists for a site, the Consultant will be required to review all previously generated documents so as not to duplicate remedial efforts. The Consultant shall compile information generated from the former RIR and review former documents (such as former Case Inventory Documents, LNAPL forms, Free-Product Interim Remedial Measure reports, Public Notification forms, Receptor Evaluations, Preliminary Assessment Reports, Permit by Rule Monitoring Reports, Classification Exception Area approvals, etc.) to include as pertinent in the submittal to the NJDEP. It should be noted that a Remedial Timeframe Notification Form was submitted to NJDEP with a proposed remedial action regulatory timeframe of May 2023. Reports for regulatory submission shall be provided in draft form to the Authority a minimum of three weeks in advance of the NJDEP due date, so that review and comments can be addressed.

WALT WHITMAN SERVICE AREA 3S

The required services for the Walt Whitman Service Area 3S include the continuation of the NJDEP/LSRP approved remedial actions, compliance monitoring and reporting. Described below are the site-specifics of the compliance monitoring, remedial action, and reporting requirements that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address groundwater contamination and LNAPL found in source area monitoring wells, mobile AS/MPE events were previously conducted at the site. To further reduce dissolved-phase constituents at the site, a chemical surfactant/chemox injection program was completed under an approved NJDEP Permit by Rule (PBR), in conjunction with post-injection EFR events. The pilot test injection program was marginally effective. Under the current contract, a Remedial Alternatives Analysis was prepared, initiating an in-situ bioremediation injection program to address source area, and immediately downgradient, monitoring wells. The bioremediation injection events have shown that the contaminant mass can be liberated and degraded. Through the installation of injection wells for the purposes of the bioremediation injection program, it has been confirmed that there is significant petroleum impact present beneath the pump islands at this site. The results and findings of the bioremediation injection events suggest that periodic injections will not be effective in reducing the contaminant mass present at this site. A CEA with indeterminate timeframe exists at the site. EFR events (two events per month) are the current selection of remedial action at the site.

A proposed Service Area improvement project by various operators is expected to occur at Service Area 3S, which may allow the Authority to complete a full-scale remedial effort. The anticipated schedule of site shutdown is September 2021 through May 2022. The Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the contractor(s) involved with the Service Area improvement; oversight of monitoring well abandonment; review of soil analytical data for the purposes of supplemental remedial investigation or to provide an estimate of soil contamination limits to be removed by improvement contractor(s); documentation of remedial action efforts, including obtaining all necessary bills of lading, etc. for preparation of regulatory reports; collection of post-excavation soil samples; LSRP review of documentation pertaining to certified clean backfill; coordination and oversight of monitoring well reinstallation, as applicable, in addition to any other tasks or services required during the remedial action phase. Activities related to the Service Area improvement will be conducted under the On-Call section of this OPS.

Enhanced Fluid Recovery

Chemical surfactant/chemox and bioremediation injection programs have proved to be ineffective means of remedial action for the contaminant mass remaining at the site. The current remedial action for the site is EFR events. EFR events are conducted two times per month, alternating source area and downgradient wells. The Consultant shall review groundwater analytical data and select appropriate source area/downgradient monitoring wells from which to extract. Currently, MW-14, 15, 27, 28, 29 (source area) and MW-19, 21, 22 and 25 (downgradient) are targeted. The monitoring wells at which the EFR events are performed are selected in an attempt to maximize contaminated groundwater recovery. The Consultant will be responsible for evaluating the effectiveness of this treatment technique and adjusting the schedule frequency and target locations, as needed. For the purposes of this RFEIO, it is estimated bimonthly EFR events will continue for a period of 36-months beginning at contract commencement. It is anticipated that EFR events will temporarily discontinue during the Service Area shutdown as part of the Service Area improvement project, and potentially resume at a frequency to be determined upon reviewing the efficacy of the remedial action conducted in conjunction with the Service Area improvement project.

The Authority has retained its own waste disposal firm for use with EFR events. The Consultant shall be obligated to use the Authority's contracted liquid waste hauler for offsite disposal of recovered groundwater. The Consultant will schedule events directly with the Authority's liquid waste hauler.

Compliance Monitoring and Reporting

Compliance monitoring will be conducted in accordance with applicable permits regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. Compliance monitoring includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring in accordance with the LSRP's schedule. Currently, groundwater is purged and sampled from eighteen (18) monitoring wells (MW-9, 10, 11, 14, 15, 16, 17, 18, 19, 21, 22, 24, 25, 26, 27, 28, 29 and 31) in June and December. All samples to be submitted to the Authority's contract laboratory and analyzed for TCL VOC+15, MTBE and TBA. In

addition, MW-11, 14, 31 to be analyzed for 2-Methylnaphthalene and MW-27, 28, 29 to be analyzed for lead. All samples shall be analyzed on a standard turnaround time, unless otherwise approved by the Authority. Compliance monitoring is anticipated to continue on a semi-annual basis for 48-months out of the 60-month contract term. It is assumed compliance monitoring will temporarily be discontinued during the Service Area shutdown and improvement activities. The efficacy of the remedial action conducted in conjunction with the Service Area improvement program will be monitored, which may adjust the frequency of future post-remedial monitoring.

Reporting – The Consultant shall prepare RAPRs in accordance with NJAC 7:26E-6.6 on a semi-annual basis for a period of 48 months. The RAPR reporting months are February, which covers the period of July through December, and August, which covers the period of January through June. These reports should include: information on the remedial actions accomplished; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data. In addition to the RAPRs, responses must be made to NJDEP directives in a timely manner to ensure that the Authority remains in compliance.

The current schedule for groundwater compliance monitoring and reporting may be adjusted to reflect the proposed shutdown of Service Area 3S. It is assumed monitoring wells will be abandoned prior to Service Area improvement project commencement, and re-installed upon project completion. As such, groundwater monitoring may be eliminated for one or more rounds of sampling, therefore altering the schedule for RAPR submittal. Hence, budgeting for RAPRs has been estimated for 48 of the total 60 months of the contract term.

For budgeting purposes of this RFEOI, it is assumed that a RAR/RAP will be required upon completion of the remedial action performed during the Service Area improvement project. In instances where insufficient data exists for a site, the Consultant will be required to review all previously generated documents so as not to duplicate remedial efforts. The Consultant shall compile information generated from the former RIR/RIRA and review former documents (such as former Case Inventory Documents, LNAPL forms, Free-Product Interim Remedial Measure reports, Public Notification forms, Receptor Evaluations, Preliminary Assessment Reports, Permit by Rule Monitoring Reports, Classification Exception Area approvals, etc.) to include as pertinent in the submittal to the NJDEP. It should be noted that a Remedial Timeframe Notification Form was submitted to NJDEP with a proposed remedial action regulatory timeframe of May 2021. Reports for regulatory submission shall be provided in draft form to the Authority a minimum of three weeks in advance of the NJDEP due date so that review and comments can be addressed.

JAMES FENIMORE COOPER SERVICE AREA 4N

The required services for the James Fenimore Cooper Service Area 4N include the continuation of the NJDEP/LSRP approved remedial actions, compliance monitoring and reporting. Described below are the site-specifics of the remedial action, compliance monitoring and reporting requirements that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. An SVE/AS system was originally installed along with a HiPOx ex-situ chemical oxidation groundwater extraction system to prevent dissolved-phase contaminant migration toward neighboring properties and/or receptors. The Authority has since dismantled the groundwater recovery system at the site, and intermittently conducts EFR events. An unrestricted Response Action Outcome (RAO) for contaminated soils was submitted for two Areas of Concern at the site (AOC 2 and AOC 5). A Remedial Action Permit (RAP) and subsequent Limited Restricted Use RAO for groundwater was applied to the site in August 2016. The existing Classification Exception Area (CEA) was revised as part of the RAP submittal to represent the reduced contaminant concentrations and remedial timeframe. Biennial Certification (BC) for

the CEA was last submitted in 2018. Monitored Natural Attenuation is tracked via compliance monitoring to support the GW-RAP.

A proposed Service Area improvement project by various operators is expected to occur at Service Area 4N. The anticipated schedule of site shutdown is September 2021 through May 2022. Although a full-scale remedial effort may not be necessary at Service Area 4N, the Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the contractor(s) involved with the Service Area improvement; oversight of monitoring well abandonment; review of soil analytical data for the purposes of supplemental remedial investigation or to provide an estimate of soil contamination limits to be removed by improvement contractor(s); documentation of remedial action efforts, including obtaining all necessary bills of lading, etc. for preparation of regulatory reports; collection of post-excavation soil samples; LSRP review of documentation pertaining to certified clean backfill; coordination and oversight of monitoring well reinstallation, as applicable, in addition to any other tasks or services required during the remedial action phase. Activities related to the Service Area improvement will be conducted under the On-Call section of this OPS.

Enhanced Fluid Recovery

EFR events have intermittently been performed on a quarterly basis at Service Area 4N. Targeted source area wells included MW-14, MW-16S, MW-27 and MW-28. EFR events are currently suspended at the site to support the Monitored Natural Attenuation program. For the purposes of this RFEI, quarterly events for a period 24-months have been estimated. The Consultant shall review groundwater analytical data and evaluate the effectiveness of this treatment technique, adjusting the schedule frequency and target locations, as necessary.

The Authority has retained its own waste disposal firm for use with EFR events. The Consultant shall be obligated to utilize the Authority's contracted liquid waste hauler for offsite disposal of recovered groundwater should EFR events resume during the term of this contract. The Consultant will schedule events directly with the Authority's liquid waste hauler.

Compliance Monitoring and Reporting

Compliance monitoring will be conducted in accordance with applicable permits regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. Compliance monitoring includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring in accordance with the LSRP's schedule. Currently, groundwater is purged and sampled from nine (9) wells (MW-14, 16S, 22D, 24, 25, 26, 27, 28, and 33) in June and December. In addition, two (2) surface water samples (SW-1, SW-2) are collected from Parker's Creek along the eastern edge of the site during the semi-annual events. All samples to be submitted to the Authority's contract laboratory and analyzed for TCL VOC+15, MTBE and TBA. All samples shall be analyzed on a standard turnaround time, unless otherwise approved by the Authority. Compliance monitoring is anticipated to continue on a semi-annual basis for 48-months out of the 60-month contract term. It is

assumed compliance monitoring will temporarily be discontinued during the Service Area shutdown and improvement activities. The efficacy of the remedial action conducted in conjunction with the Service Area improvement program will be monitored, which may adjust the frequency of future post-remedial monitoring.

Reporting – The Consultant shall prepare RAPRs in accordance with NJAC 7:26E-6.6 on a semi-annual basis for a period of 48-months. The RAPR reporting months are February, which covers the period of July through December, and August, which covers the period of January through June. These reports should include: information on the remedial actions accomplished; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data. In addition to the RAPRs, responses must be made to NJDEP directives in a timely manner to ensure that the Authority remains in compliance.

The current schedule for groundwater compliance monitoring and reporting may be adjusted to reflect the proposed shutdown of Service Area 4N. It is assumed monitoring wells will be abandoned prior to Service Area improvement project commencement, and re-installed upon project completion. As such, groundwater monitoring may be eliminated for one or more rounds of sampling, therefore altering the schedule for RAPR submittal. Hence, budgeting for RAPRs has been estimated for 48 of the total 60 months of the contract term.

Remedial Action Permit (RAP) – Remedial Action Protectiveness/Biennial Certification (BC)

An Unrestricted Use RAO for contaminated soils at AOC-2 and AOC-5 was submitted in 2016; The RAO was amended to also include AOC-6 and resubmitted in 2019. A Remedial Action Permit and subsequent Limited Restricted Use RAO for groundwater was applied to the site in August 2016. The existing CEA was revised as part of the RAP submittal to represent the reduced contaminant concentrations and remedial timeframe. Biennial Certification for the CEA was last submitted in 2018, the next BC to be submitted in 2020 prior to the inception of this contract. The Consultant will be required to submit a BC report and a RAP-GW Modification Application or RAP-GW Termination Application. The appropriate application will be determined by the LSRP based on groundwater monitoring results of the post-RAP/CEA closure groundwater sampling event. For the purposes of this RFEOI, it is estimated for one (1) additional BC for the existing CEA. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. Draft documents shall be submitted to the Authority a minimum of three weeks in advance of the NJDEP due date so that review and comments can be addressed.

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

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

A proposed Service Area improvement project under the design and funding of various operators is expected to occur at Service Areas 1S, 1N, 3S and 4N throughout the term of this OPS. The tentative schedule is as follows: SA 1S/1N will be shutdown September 2022 through May 2023; SA 3S and SA 4N will be shutdown September 2021 through May 2022. It is assumed the Service Area improvement project will allow for remedial action of contaminated soil within the limits of the disturbance. The details regarding the Service Area improvement program are not known at this time; however, the Consultant must be prepared to adjust their scope of work (i.e. compliance monitoring, EFR events, etc.) based on the period of shutdown. The Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the

contractor(s) involved with the Service Area improvement; monitoring well abandonment; review of soil analytical data for the purposes of supplemental remedial investigation or to provide an estimate of soil contamination limits to be removed by improvement contractor(s); documentation of remedial action efforts, including obtaining all necessary bills of lading, etc. for preparation of regulatory reports; collection of post-excavation soil samples; LSRP review of documentation pertaining to certified clean backfill; coordination and monitoring well reinstallation, as applicable, in addition to any other tasks or services required during the remedial action phase.

The Consultant shall be prepared to complete other pertinent documents and/or NJDEP forms (i.e. Remedial Action Reports/Addendums (RAR/RARAs), Deed Notices, CEAs, Remedial Action Permits (RAP), Remedial Action Outcome (RAO), etc.) as may be appropriate.

The Consultant must be prepared to act on the Authority's behalf as a certified LSRP, in accordance with NJDEP regulations, which may include the review and evaluation of all historical documents for identification of potential data gaps, confirm remedial activities are compliant with the protection of health and the environment, completing LSRP retention forms, etc. All effort related to an LSRP file review will be part of the On-Call portion of said OPS. These additional environmental services must be approved in advance by the Authority.

To facilitate these unanticipated assignments, a total amount of **\$550,000** shall be budgeted for these on-call services at Service Areas 1S, 1N, 3S and 4N for requested work over the five-year period.

SECTION V
Staffing Estimate
 OPS No. T3772

Environmental Compliance Services at Clara Barton SA 1S, John Fenwick SA 1N, Walt Whitman SA 3S, and James Fenimore Cooper SA 4N

Classification (ASCE-Grade)	Clara Barton Service Area 1S				John Fenwick Service Area 1N				Walt Whitman Service Area 3S				James Fenimore Cooper Service Area 4N				Total Hours
	Compliance Monitoring	Reporting (RAPR)	Remedial Action (EFR)	Reporting (RAR) and RAP	Compliance Monitoring	Reporting (RAPR)	Remedial Action (EFR)	Reporting (RAR) and RAP	Compliance Monitoring	Reporting (RAPR)	Remedial Action (EFR)	Reporting (RAR) and RAP	Compliance Monitoring	Reporting (RAPR)	Remedial Action (EFR)	Reporting (CEA/BC)	
Sr. Project Mgr/QA Officer																	
Project Manager/LSRP																	
Project Eng/Geol/Sci																	
Licensed Operator (N2)																	
Geologist/Scientist																	
Field Technician																	
Other (Specify)																	
Total Hours																	

SECTION VI **Compensation Basis**

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

Following a review of submitted Expressions of Interest, the Authority will request Fee Proposal(s) from the Firm(s) it deems most qualified.

The Sealed Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.8, based on a 10% allowance for profit and an overhead rate of 154.5%, the individual Firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable for direct salaries times a multiplier not to exceed 2.8. 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.

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

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

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

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

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

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

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

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

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

SECTION VII
NEW JERSEY TURNPIKE AUTHORITY
SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1. have the opportunity to compete for and participate in the performance of Consultant services. The Authority is seeking participation of these SBEs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use subconsultants who are registered with the Division as a SBE, or (2) demonstration of a good faith effort, to meet the goal of awarding at least twenty-five (25%) percent of the total value of the OPS to. During the RFP portion of this procurement, as part of the fee negotiation process, Firms must submit proof of their subconsultants' SBE registration(s). In the event that a Firm cannot comply with the goal set forth above, prior to the time of the award, the Firm must demonstrate to the Authority's satisfaction that a good faith effort was made to accomplish the above stated goal.

After award of the OPS, in order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:13-5.2, the Consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("Executive Order 134"). The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office,

commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEIOI 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.

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

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

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

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:

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

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

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

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

Please be advised that pursuant to P.L. 1995. C. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment

shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

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

SECTION XI **Right to Audit**

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

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

SECTION XII **Source Disclosure Certification**

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

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

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

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

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

Pursuant to N.J.S.A. 52:32-57(a), the bidder must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment

activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities to the Authority. Each Proposer (and all Subconsultants) shall certify under penalty of perjury, date and return to the Authority the completed form entitled "Disclosure of Investment Activities in Iran" 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 XIV **Antidiscrimination Provisions**

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

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

SECTION XV **Standards Prohibiting Conflicts of Interest** **Executive Order 189 (1988 - Kean)**

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

- (a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special

State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, Firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

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

SECTION XVI **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 thereto, 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 contract 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 XVII

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>.