

October 5, 2020

**To: ALL CONSULTANTS**

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST  
ORDER FOR PROFESSIONAL SERVICES NO. T3751  
SUPERVISION OF CONSTRUCTION SERVICES FOR  
CONTRACT NO. T200.508, ROADWAY LIGHTING REPAIRS,  
INTERCHANGE 14 AND NEWARK BAY HUDSON COUNTY EXTENSION**

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

<b>Profile Code</b>	<b>Description(s)</b>
B-153	Roadway Construction Inspection

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

To qualify as a prequalified consultant, a Firm **must** have on file with the Authority a current "Professional Service Prequalification Questionnaire" (PSPQ) package prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months. Only those Firms who have been prequalified for the specified profile code 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 Disabled Veteran Owned Business Enterprises (DVOBs) as subconsultants. The project goal is 3% DVOB participation to New Jersey Businesses (see Section VII of the Attachment to the Expression of Interest for the program provisions).

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 work to be performed under Contract No. P200.508, Roadway Lighting Repairs, Interchange 14 and Newark Bay Hudson County Extension, Milepost 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2, which is expected to be awarded at the November 2020 Commission Meeting, will involve removal of existing series connected roadway lighting systems and installation of a multiple phase power distribution system with LED luminaries within Interchange 14 and the Newark Bay Hudson County Extension; along soil erosion control locations, guide rails, electrical studies and junction boxes.

Maintenance and protection of traffic procedures, an inherent knowledge of electrical components and coordination within the congested area will be critical aspects for the duration of the project.

The anticipated contract duration is 21 months and the estimated construction cost is \$12 million.

All firms, which can provide a committed, fully experienced staff of 2 full time Engineers and 1 part-time Inspector (as outlined in more detail on the attachment), to provide the services described herein, are encouraged to submit an EOI. Firms must adequately demonstrate their ability to perform the scope of services required for this assignment. Prior successful completion of, recent projects similar in scope and magnitude are essential for this assignment. The project is to be completed in accordance with the schedule included in the Attachment to this EOI Solicitation.

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 workspace will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Wilmor Capuno, Sr. CADD Engineering Technician, via e-mail at [wcapuno@njta.com](mailto:wcapuno@njta.com). The subject line should read "OPS No. T3751, Secure File Sharing Site Information."

### **Staff Qualifications**

The part-time Project Manager shall be a Professional Engineer licensed in the State of New Jersey. The Project Manager shall have fifteen (15) years of related Project Manager experience on large transportation projects.

The Resident Engineer shall be a Licensed Professional Engineer or NICET (National Institute for the Certification of Engineering Technicians) Level IV Certified and have ten (10) years of construction or bridge construction related experience at least half of which has been at the Resident Engineer level.

The Office Engineer/Inspector and Inspector shall meet the following minimum qualification criteria:

Five years of full-time experience, acceptable to the Authority, involved in various heavy highway and bridge construction projects. The inspectors shall be certified by the National Institute for Certification of Engineering Technologies (NICET) as a Transportation Engineering Technician. The inspector for concrete construction shall be certified by the American Concrete Institute (ACI), Concrete Field Testing Technician and knowledge with traffic control coordination.

At least one of the consultant's inspectors shall have electrical experience and demonstrate working knowledge with the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and, if possible, hold membership with Institute of Electrical and Electronics Engineers (IEEE) while the other inspector hold a strong knowledge in civil experience.

### **EOI Submission Requirements**

**As a precaution against the spread of COVID-19, the Authority is temporarily suspending the requirements to submit hardcopies of the EOI. To be considered for these services, qualified Firms or prequalified Joint Ventures need to submit one copy of their EOI in PDF format delivered via e-mail to Christopher Jordan at [Chjordan@njta.com](mailto:Chjordan@njta.com) and Frank Corso at [corso@njta.com](mailto:corso@njta.com), which must contain the following:**

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

The Letter of Interest shall summarize the following information.

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

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

The Firm shall provide information on past projects which they have performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope 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 Resident Engineer on Similar Projects**

The Firm shall identify the Resident Engineer that will be assigned to the project and identify the individual's education, credentials and work experience. The Firm should discuss the proposed Resident Engineer'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 Resident Engineer proposed, included in the EOI, shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work performed and relevance to subject assignment and at least one contact name and phone number for each project).

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

The Firm shall identify the Project Manager 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**

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 location affected by the project and the long-term effects the project has on the Authority, its patrons, or other relevant issues.

#### Understanding of the Authority's Needs

The Firm shall demonstrate that they fully understand the needs of the Authority as it relates to the specific scope-of-work identified in the RFEI. 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 Sub Consultant Goals**

**The Authority has adopted a Disabled Veteran Owned Business Enterprise Program (the DVOB Program. Under the program, Firms interested in submitting an Expression of interest and Fee**

**Proposal agree to make a good faith effort to award at least three (3) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise.**

The Authority has adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, Firms interested in submitting an Expression of Interest and Fee Proposal 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 DVOB and SBE businesses in order to achieve the above noted goals 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 Resident Engineer and each Key Project team member**, (a maximum total of 4) 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. The Authority has provided an estimate of the expected staffing for this OPS, which is identified in Section V – Staffing Estimate. This information shall be considered by the Consultant in the preparation of their project staffing schedule, which shall include when they intend to deploy each member of the proposed staff and the duration over which the Consultant intends to utilize staff based on the hours provided for in the Staffing Estimate. As a part of this task, the Consultant shall evaluate the hours furnished and shall comment with regard to the distribution by ASCE Grade / Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the Staffing Estimate per Section V is appropriate for the Consultant to complete the assignment.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of 2 pages.
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 sub-consultant.
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 sub-consultants shall be submitted. Firm shall certify that it is not suspended, disbarred or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.

**As a precaution against the spread of COVID-19: in lieu of a notary public, the Authority will accept the following statement on the Affidavit of Eligibility/Disclosure of Material Litigation form above the signature line: "I certify, under penalty of perjury under the laws of the State of New Jersey, that the foregoing is**

**true and correct". Hardcopy, signed and notarized forms will be required to be submitted at the request of the Authority.**

8. A completed **Disclosure Form – Outstanding Work with the Authority** (which is available on the Authority's website) stating all outstanding work with the Authority for both New Jersey Turnpike and Garden State Parkway projects. Forms for each Firm, each member of a joint venture and all sub-consultants shall be submitted. State "none" on the form if Firm, joint venture or sub-consultant has no outstanding work with the Authority. **It is specifically noted that the Authority's Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the "Total" amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.**
9. A completed **Commitments of Proposed Project Staff** 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/DVOB Form – Proposed Schedule of Small Business Enterprise Participation and Disabled Veteran Owned Business Enterprises** (which is available on the Authority's website). Stating the Firms intention to use SBE and DVOB Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

**The required forms referenced in Items 6 through 14 above can be found on the Authority's website: [www.njta.com](http://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 State of New Jersey 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 nine (9), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of four (4), 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/DVOB Form
- Disclosure of Investment Activities in Iran Form
- Vendor Source Disclosure Form
- Ownership Disclosure Form

The aforementioned nine (9) page limitation shall be increased to a maximum of fourteen (14) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to four (4) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the 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 10:00 a.m. on October 26, 2020.** Consultants will be fully responsible for the electronic delivery of their EOIs. Late EOIs will not be considered. Consultants shall confirm receipt of their EOI via e-mail to [Chjordan@njta.com](mailto:Chjordan@njta.com) and [Corso@njta.com](mailto:Corso@njta.com).

### **Inquiries**

Inquiries are to be e-mailed to [Chjordan@njta.com](mailto:Chjordan@njta.com) and [Corso@njta.com](mailto:Corso@njta.com). **The deadline for inquiries is October 16, 2020 at 10:00AM.** 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 October 19, 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 will 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
Resident Engineer's Qualifications and Relevant Experience	20	60
Key Personnel's Qualifications and Relevant Experience	15	45
Understanding the Project and the Authority's Needs	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	5	15
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 as well as the selected firms submitted 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 the EOI and project requirements.

Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF:CJ:mu  
Attachments

c: M. Garofalo, P.E.  
F. A. Corso, Jr., P.E.  
C. Jordan  
Review Committee  
File

**Supplemental Information**

**Regarding EOI and Project Requirements**

**Dated October 5, 2020**

**for**

**Order for Professional Services No. T3751**

**Supervision of Construction Services for Contract No. T200.508**

**Roadway Lighting Repairs, Interchange 14 and**

**Newark Bay Hudson County Extension**

**Mileposts 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2**

This attachment is incorporated into and made a part of the RFEOI.

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XVII.	Diane B. Allen Equal Pay Act

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

AECOM Technical Services	KSE/Tectonic - JV
AmerCom Corporation	LiRo Engineers, Inc.
APTIM Environmental & Infrastructure, Inc.	M&J Engineering, P.C.
Arora and Associates, P.C.	M-Tec Construction Services LLC
ATANE Engineers, Architects and Land Surveyors, P.C.	Maitra Associates, P.C.
Atkins North America, Inc.	MAKS Engineers, PC
Boswell Engineering	Maser Consulting P.A.
CDM Smith Inc.	McCormick Taylor, Inc.
CHA Consulting, Inc.	McLaren Engineering Group
Churchill Consulting Engineers, PC	Michael Baker International, Inc.
CME Associates	Mott MacDonald LLC
D&B Engineers and Architects, PC	MP Engineers, P.C.
Dewberry Engineers Inc.	NAIK Consulting Group, Inc.
French & Parrello Associates, P.A.	OMSUM Engineering LLC
Gannett Fleming, Inc.	Parson Transportation Group, Inc.
Gedeon Engineering, PC	Pennoni Associates, Inc.
Greenman-Pedersen, Inc.	Remington & Vernick Engineers
Hardesty & Hanover, LLC	SJH Engineering, P.C.
Hill International, Inc.	Stantec Consulting Services, Inc.
HNTB Corp.	STV Incorporated
IH Engineers, P.C.	T&M Associates
Info-Tran Engineers, PC	T.Y. Lin International
Jacobs Engineering Group Inc.	TechniQuest Corporation
Johnson, Mirmiran & Thompson, Inc.	Tectonic Engineering Consultants, Geologists & Land Surveyors D.P.C. Inc..
Joseph Jingogli & Son, Inc.	Urban Engineers, Inc.
KS Engineers, P.C.	Van Cleef Engineering Associates, LLC
KSE-JMT JV	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 web-site as described herein.

#### **Acceptance and Rejection of EOIs and Proposals**

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of the obligations of its EOI or Technical Proposal may result in cancellation of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award an OPS to any consultant. The Authority reserves the right to reject any and all proposals or to negotiate with any proposer in accordance with applicable law.

#### **Dissemination of Information**

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

#### **News Releases**

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

#### **Public Records**

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

**Section III**  
**OPS Procurement Schedule**

Posted .....	October 5, 2020
Deadline for Inquiries .....	October 16, 2020
Posted Responses to Inquiries .....	October 19, 2020
Submittal of Expressions of Interest .....	October 26, 2020
Recommendation to Award OPS .....	December 2020
Notice to Proceed .....	January 2021

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

The proposed scope and technical approach of these supervision services shall be thoroughly defined by the Consultant's EOI and shall include:

**GENERAL**

1. All services provided by the Consultant shall be in strict conformance with New Jersey Turnpike Authority (Authority, NJTA) standards of quality as may be found in the NJTA Manual for Construction, and 2016 Standard Specifications. These publications and drawings may be purchased from the Authority by application to Tony Valte, Telephone: (732) 750-5300, Ext. 8244.
2. The Consultant shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations. The Consultant shall become familiar with the NJTA's procedures and coordinating requirements necessary for effective performance of the project.
3. It will be the Consultant's responsibility to bring to the attention of the Authority in the EOI, or at the time during the submission of the proposal, any errors, omissions and non-compliance discovered in the Scope of Services Section.

**A. PROJECT COORDINATION**

**I. Coordination with the Project Team**

The Consultant shall coordinate its activities with NJTA personnel throughout the course of the OPS. Early on, the Consultant shall establish a means of coordinating and reporting its activities with the Authority's Project Engineer to ensure an expeditious exchange of information. NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.

The Consultant will be responsible to prepare and submit two separate monthly progress reports, one indicating weighted percent complete per task, and one indicating percent complete based on hours spent per task, with reports corresponding to invoices. Percent complete reported shall exclude the unassigned portion of unanticipated

services. Invoices are required to be submitted on a monthly basis and shall be received by the Authority within 20 calendar days of the end of each billing period.

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

II. Other Agency Coordination

The Consultant may be required to contact and/or meet with representatives of local communities, railroads, utilities, NJDEP, US Coast Guard and other affected agencies with jurisdiction, in order to review and determine all necessary project requirements and permits as indicated in the project specifications. Various agencies may be affected by this project and should be kept informed as to the status of this project.

The Consultant shall prepare minutes of all meetings attended, and transmit copies to the Authority's Project Engineer. The Consultant is responsible for the preparation of displays, exhibits and other presentation materials deemed necessary for these meetings.

B. PROJECT DESCRIPTION

Professional Engineering Services are required for the supervision of construction of Contract No. P200.508, Roadway Lighting Repairs, Interchange 14 and Newark Bay Hudson County Extension, Milepost 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2.

The work to be performed under Contract No. P200.508, Roadway Lighting Repairs, Interchange 14 and Newark Bay Hudson County Extension, Milepost 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2, which is expected to be awarded at the December 2020 Commission Meeting. The work will involve removal of existing series connected roadway lighting systems and installation of a multiple phase power distribution system with LED luminaries within Interchange 14 and the Newark Bay Hudson County Extension; along soil erosion control locations, guide rails, electrical studies and junction boxes.

Maintenance and protection of traffic procedures, an inherent knowledge of electrical components and coordination within the congested area will be critical aspects for the duration of the project.

The contract is scheduled to be awarded at the December 22, 2020 Commission Meeting and has an approximate construction value of \$12 million. Construction is anticipated to commence by February 1, 2021 with an anticipated completion date of July 4, 2022.

C. SCOPE OF PROJECT

The Consultant shall provide inspection services that are generally defined as including, but not limited to, checking that all work is done in compliance with the contract plans and specifications, inspection of all construction materials to be used at the site to insure compliance with the contract plans and specifications, to obtain certifications of all manufactured materials, the maintenance of as-built information and plans and all such other services as may be required to furnish a complete engineering service of high quality.

1. The Consultant shall provide professional services for the supervision and inspection of construction, assigning qualified engineering personnel with capable supporting staff for that purpose. The Consultant will also be required to coordinate the projects included in this OPS with any and all projects undertaken by the Authority or other Agency that may affect the Schedule prepared for these contracts.

2. The Consultant shall confer with the Authority with regard to the details of field inspection services to be provided prior to the start of construction and after construction and make allowance for sufficient staffing to perform these administrative services.
3. The Consultant shall provide a part-time Project Manager, full-time Resident Engineer, full-time Office Engineer/Inspector and part-time Inspectors during all periods of construction activity to perform construction inspection and administrative services for cost control, progress and quality control. The Consultant shall refer to Section V for Staffing Schedule details. The personnel shall be comfortable and able to work over waterways and/or heights up to 250 feet and shall be available to work extended hours at night and on weekends when necessary.

The duties of the Resident Engineer and Inspection Team shall include, but not be limited to, the following:

- To prepare detailed, legible, daily reports of all construction and engineering fieldwork in CapEx. Changes in weather conditions and specific field operations shall be noted by time and location, on a daily report.
  - To identify to the Turnpike staff any environmental, right-of-way, and community relations problems that may impact construction progress and would require action for resolution by non-construction personnel, such as the Authority's Law or Real Estate staff or consultants, or Media Relations Coordinator.
4. Due to the nature, work volumes, and time constraints of this project, around the clock staffing may be required for certain activities.
    - a. The Resident Engineer shall supervise and direct staff whose full-time office shall be at the field office. The Resident Engineer shall respond to calls from Turnpike staff and be present in the field to observe and/or assist with procedures and/or incidents that affect Turnpike traffic. Either the Project Manager or Resident Engineer must be available 24 hours a day.

In addition, a part time drafting/Cadd technician will be required for this assignment for services described herein. All personnel are expected to be familiar with highway and bridge construction, staged construction, maintenance and protection of traffic procedures involving lane closings and the associated coordination responsibilities for those lane closings with the Authority's Maintenance and Operations Departments.

5. The Consultant shall have direct access to structural design support on a 24-hour basis to resolve unanticipated field problems that might arise and might have potential impact on work completion and opening of closed lanes within the stipulated time frames.
6. The Consultant shall conduct a detailed review of the contractors' computer-generated CPM progress schedules, including analysis of the logic associated with these schedules. The schedule shall be in the latest version of Primavera.
  - a. The Contractor shall provide a master project baseline schedule, incorporating all inter-related milestones between the respective contracts. The master schedule shall be updated monthly by the Contractor, incorporating the progress reflected in the respective contracts.
  - b. The Consultant shall provide advance indication of schedule delays or associated cost increases from approved contractor plans, and recommend remedial action to the contractor, and/or the Authority.
  - c. The Contractor shall submit two electronic copies of the progress schedule on Authority approved electronic media (as well as hard copies of their schedules). CDs shall be Microsoft Windows compatible.



7. The Consultant shall inspect, record and ensure acceptable progress on all Utility Work Orders. The Consultant shall review, recommend payment of and submit for processing Utility Work Order invoices.
8. The Consultant shall provide off-hour staffing, as periodically required throughout the project, at weekday nighttime, weekends, and weekend nighttime. The contract work will be carried out in stages. Due to the need for nighttime work at certain times required primarily for shifting traffic; placing, resetting and removing concrete construction barrier between construction stages or lane closures, two shift field supervision staffing may be necessary.
9. The Consultant's personnel shall be familiar with bridge deck and roadway reconstruction work, electrical work, staged construction, maintenance and protection of traffic procedures involving lane closings and the associated coordination requirements with the Authority's Maintenance and Operations Departments.
10. The Consultant shall conduct the preconstruction meeting, final inspections and regular job progress meetings, attend all meetings called by the Authority and prepare written minutes of all meetings attended. The Consultant shall prepare and distribute minutes of all meetings after review by the Authority's Project Engineer within five (5) business days of the meeting. The job progress meetings shall include a monthly review of "best practices". This discussion may be held as a separate break out meeting or in the conduct of the routine progress meeting. Participation by the Design Engineer shall be required by the Engineer when warranted.
11. The Consultant shall conduct preconstruction job meetings with the contractor, subcontractors and utility owners pertaining to safety, maintenance and protection of traffic, construction staging, HPC placement, LMC placement, bearing replacement, routing of contractor vehicles, or other issues as deemed necessary. The meetings shall cover proper equipment, methods of construction, grade control, asphalt and concrete supply and other pertinent, significant matters relating to the construction.
12. The Consultant shall review with the contractor requests for supplementary traffic patrols and slowdowns for compliance with the warrants outlined in the Supplementary Specifications, and approve the request, prior to submittal to the Authority. The Consultant shall review with the contractor requests for lane or shoulder closings for compliance with the contract requirements and present those requests, after his approval, at the Authority's weekly lane closing meeting.
13. The Consultant shall coordinate MPT on local roadways with state and local authorities having jurisdiction. The Consultant shall ensure the Contractor verifies traffic safety devices are in place prior to work each day, and at the end of each day, per approved plan.
14. The Consultant shall review contractor's requests for additional compensation and claims and make recommendations with regard to payment of such requests and claims, if asked for by the Authority, except as hereinafter provided.

The Consultant shall maintain records regarding such activities as may be required to resolve contractor requests for additional compensation. Where the performance of a claim review requires unreasonable personnel time and is considered by the Authority "Extra Work", the Authority may increase the authorized ceiling of the OPS and the Consultant shall be paid equitably for such services and expenses as may be mutually agreed upon by the Consultant and the Authority.
15. The Consultant shall coordinate the construction activities with neighboring agencies, local communities, utility owners and other contractors working concurrently in the same or adjacent work zones.
16. The Consultant shall monitor the contractor's staging and approved disposal areas if within Turnpike right-of-way to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is

taking place. The Consultant shall take immediate corrective action if any deviation from the specified requirements occurs.

17. The Consultant shall review the contractor's proposed construction methods, including steel erection, form construction, earthwork and demolition procedures to ensure conformance with the specifications. The Consultant may be required to sign Hazardous Waste Manifests associated with the project
18. The Consultant shall obtain and review material certificates and delivery tickets as may be required for materials utilized within the permanent work.
19. The Consultant is advised that the Authority has implemented CapEx Manager for reporting project progress, spending activity, generating Certificates of Payment and general construction management tasks. The Consultant will be responsible for all actions related to CapEx.
20. The Consultant shall prepare and maintain formal documentation to establish construction related activities by date, work effort, manpower, equipment and material utilizing CapEx.
21. The Consultant shall prepare and submit for processing certificates of payment as required for construction contracts, each month or semi-monthly using CapEx. The Consultant shall maintain computerized records covering running totals of quantities and costs while construction is in progress.
22. The Consultant shall prepare and recommend for payment change orders that may become necessary due to changed conditions and/or extra work during construction. Change Orders shall be provided with detailed information of such changed conditions, along with appropriate supporting documentation, and Engineers Estimate, as required. Change Orders shall be processed using CapEx.
23. The Consultant shall review and process all shop drawings, catalog cuts, material certifications, methods of work and equipment. As part of the shop drawing processing, the Consultant shall check and review all the shop drawings for completeness, deviations from previously employed and approved methods, field condition applicability and constructability and shall advise the design engineer accordingly. Responsibility for shop drawing review will be in accordance with the Material Acceptance Criteria Matrix. The Consultant shall conduct a shop drawing kick off meeting which shall include the Design Engineer and Contractor. This meeting will be held at the Consultants field office to review and document the anticipated schedule of submissions and the specific requirements for shop drawings considered significant, complex and/or critical to the construction schedule. The purpose of the meeting shall be to align the expectations for all parties involved in the submission and review process.
24. The Consultant shall notify the Authority's Project Engineer immediately in case of accidents affecting the contractor or contract work activities. The Consultant shall prepare reports in case of accident affecting the contractor or the Consultant and/or their respective personnel.
25. The Consultant shall document with photographs any unusual incidents, conditions, or construction methods encountered, which should be on record, or which might require additional work and result in additional compensation by change order. The Engineer shall have a digital camera, equipped with flash, at his disposal at all times for this purpose.
26. The Consultant shall layout and schedule "if and where directed", emergency repair or accident damage repair work based on priority and maintain records for contractor manpower and equipment.
27. The Consultant shall solicit cost proposals from multiple testing laboratories for the core testing services required for this assignment. A summary of these costs along with the Consultant's recommendations as to which firm(s) to engage shall be presented to the Authority's Project Engineer for review and approval within 30 days of the notice to proceed. The Consultant's recommendations shall be based on an assessment of

the testing laboratory/laboratories accreditations, technical capabilities, availability, and cost. The Consultant shall not proceed with the implementation of testing services without written approval from the Authority's Project Engineer. The testing laboratory/laboratories shall be AASHTO accredited and it shall be the Consultants responsibility to confirm that their accreditations are up to date for the services to be provided. Testing laboratories shall be retained and managed by the Consultant. The Consultant will be reimbursed by the Authority as a direct expense. **For the purpose of developing the Fee Proposal the Consultant shall include \$30,000.00 as a direct expense for testing services.**

Off-site laboratory testing by an independent testing laboratory is intended to provide all off-site testing and inspection of shop fabrication of bearings, structural steel, substructure concrete mixes, precast concrete products and other similar materials that require off-site testing.

- a. The testing laboratory retained by the Consultant shall also perform testing of asphalt and concrete in place properties, embankment densities and soil/aggregate testing. The Consultant will be responsible for on site sampling of concrete material and all on-site visual inspections.
  - b. The Authority will be copied by the testing laboratory on all testing reports.
  - c. The approved testing laboratory must have current AASHTO accreditation for all of the following AASHTO testing procedures (ASTM equivalents); T30, T164 (D2172), T209, T269 (D3203), T22 (C39) T119 (C143), T121 (C138), T141 (C172), T152 (C231) and T196 (C173).
  - d. Evidence of AMRL and CCRL inspection will not be accepted in lieu of AASHTO accreditation.
28. The Consultant's inspection staff shall assure compliance with the contract plans and specifications, report on the quantities of materials furnished and the numbers and classification of workmen employed and the type and size of equipment used on all construction operations, take such tests as may be required to insure material compliance with the specifications, and evaluate and approve the quality and workmanship of all contract work.
29. The Consultant shall staff the project office at all times when the contractor is working until 5:00 P.M. each weekday to receive mail, to issue correspondence in a timely manner, and maintain files pertinent to the project.
30. The Consultant shall participate in the final inspection of the completed work, prepare a "punch list" resulting from such inspections, measure all pay items of work and make certifications that the work has been completed in accordance with the plans and specifications, and prepare the Final Certificate of Payment.
31. The Consultant shall maintain as-built records and prepare as-built drawings within 30 days of the final inspection.
- a. The Consultant will be responsible for making all corrections to the Contract Documents due to changes made during the construction of the project.
  - b. The Consultant will be furnished with the original mylars. The corrections shall be made on the mylars in permanent ink in accordance with the N.J. Turnpike Authority's Design Manual.
  - c. The Consultant will be furnished with the Microstation files. Corrections on Microstation files shall be made in accordance with the current version of the N.J. Turnpike Design Guide for CADD Files, as stipulated on the Authority's website.
32. Contract No. T200.508, Roadway Lighting Repairs, Interchange 14 and Newark Bay Hudson County Extension, Milepost 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2, has an anticipated construction value of approximately \$12 million. The estimated total project duration of this assignment is 21 months. This period includes pre-phase construction services of approximately 1 month, 18 months of construction and a post construction phase of approximately 2 months. The Resident Engineer shall be on the job full-time for this

duration. The Office Engineer/Inspector and full-time Inspectors are expected to be required during the entire construction phase.

33. The Consultant is specifically informed that the Authority's Fiber Optic Cable System was constructed under Contract No. R-1296, which is included as reference material for review. The Consultant shall take all precautionary measures required to safeguard these facilities. The Consultant is required to execute the Authority's Fiber Optic Contract Document Review Certification. This document is found on the Authority's website under "Professional Services" and "Expression of Interest" section, "Supplemental Forms".
34. The Consultant shall conduct a post construction meeting(s) with the Design Engineer and Contractor to review the project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each project participant. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects based on the information compiled from the routine monthly best practices meetings. The participants shall include key project personnel, principals and decision makers from each firm. The Consultant shall identify their findings and recommendations in a "Best Practices" document which shall detail items for further consideration and evaluation by the Authority. The document shall be in a format approved by the Authority's Project Engineer delivered to the Authority following the conclusion of construction during the contract closeout process.
35. To furnish a Construction Products List (CPL) per the QPL Guidelines for Resident Engineers found on the Authority's website.

**D. GENERAL REQUIREMENTS:**

1. The Consultant shall perform the services in accordance with the "Manual for Construction", dated June 1987, setting forth the general requirements for performing administrative and inspection work. The Authority has the right to amend the instructions contained in the manual at its sole discretion.
2. See Authority website for the Order for Professional Services agreement, which the Consultant is expected to execute after approval of his proposal by the Authority. This includes insurance and indemnification requirements.
3. The Contractor will provide a field office with heating, air conditioning and basic furnishings. A computer, duplication equipment, facsimile machine, a personal computer with a separate line/modem allowing for communication via electronic mail, etc., as necessary, shall be furnished by the Consultant. The Contractor is obligated to pay for supplying electric power, installation of telephone lines, internet access and field office maintenance. Costs incurred by the Consultant as outlined above are considered overhead and shall be included in the multiplier mentioned under Compensation Basis.
4. The Consultant shall submit time sheets or time sheet summaries which reflect specific day when time charges were incurred. A running total of direct expenses, including subconsultant expenditures, shall be submitted with each invoice.
5. All correspondence, invoices and transmittals for the project shall be referenced by the Authority's Order for Professional Services number including title and applicable Construction Contract Number and Title.

**REFERENCE MATERIALS AVAILABLE:**

The contract documents are available for review electronically through the Authority's Secure File Sharing Site. Access to the secure work space will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing Site, please contact Wilmor

Capuno via e-mail at [wcapuno@njta.com](mailto:wcapuno@njta.com). The subject line should read, "OPS No. T3751 Secure File Sharing Site Information. The Following reference material is available for review:

- a) Contract No. T200.508 Phase C Submission Plans
- b) Contract No. T200.508 Phase C Submission Specifications
- c) Material Acceptance Criteria Matrix

**SECTION V**  
**Staffing Estimate**

OPS No. T3751  
 Supervision of Construction Services for Contract No. P200.508,  
 Roadway Lighting Repairs, Interchange 14 and  
 Newark Bay Hudson County Extension, Milepost 103.7 to 105.4; N3.3 to N5.3; N6.0 to N8.2

Classification (ASCE-Grade)	Regular	Overtime	Unanticipated	Other Tasks	Total Hours
Project Manager (PT)	352	0	0	0	352
Resident Engineer (FT)	3,620	362	0	0	3,982
Office Engineer/Inspector (FT)	3,520	352	0	0	3,872
Inspector (PT)	2,080	208	300	0	2,588
Drafter/CADD Tech,	200	0	0	0	200
<b>Total Hours</b>	<b>9,772</b>	<b>922</b>	<b>300</b>	<b>0</b>	<b>10,994</b>

**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 2.35, 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 2.35. The multiplier covers all overhead and profit. No expenses or costs shall be billed

unless specifically included in this EOI Solicitation. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

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

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

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

The Fee Proposal, when requested, shall detail time (hours) and direct salary data for classifications conforming to ASCE Professional and Technical Grades, as shown on the staffing 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 subconsultant services, and mileage. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the field office and the job site and return.

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

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

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

**SECTION VII**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**SUBCONSULTING PROGRAM**

Small Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Small Business Enterprises ("SBE") as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of the Treasury ("Treasury") in N.J.A.C. 17:13-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority 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.

### Disabled Veteran Owned Business Enterprise Program

It is the policy of the New Jersey Turnpike Authority (the "Authority") that Disabled Veteran Owned Business Enterprises (DVOBs) as determined and defined by the Division of Revenue & Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1 have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, or (2) demonstration of a good faith effort to meet the goal of awarding at least three(3) 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 DVOB registrations. In the event that a Firm cannot comply with the goal set forth above, prior to the time of 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 DVOB participation during the course of the OPS pursuant to NJAC 17:14-4, the Consultant shall submit evidence of DVOB participation in a form acceptable to the Authority, with each invoice for payment. Invoices for payment submitted without the completed DVOB Form will not be processed.

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

### **SECTION VIII EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS**

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

**And N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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



to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the

Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

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

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

**DEFINITIONS**

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

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

**BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the 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 or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

- a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

### **STATE TREASURER REVIEW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION XII**  
**Source Disclosure Certification**

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

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

- a) The location by country where the services under contract will be performed;

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

This information must be disclosed on the Vendor Source Disclosure Form – N.J.S.A. 52:34-13.2 (Executive Order 129 (2004)), which is available on the Authority's website 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 contact will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Section. It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this OPS. Furthermore, the Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations assumed in this OPS, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the OPS or otherwise at law.

## **Section 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>.