

October 22, 2020

To: ALL CONSULTANTS

**Subject: ORDER FOR PROFESSIONAL SERVICES NO. P3815
ENVIRONMENTAL COMPLIANCE SERVICES AT THE ATLANTIC CITY, FORKED RIVER,
MONMOUTH AND CHEESEQUAKE SERVICE AREAS**

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

	Descriptions
C-195	Soil and Groundwater Remediation Investigations
C-196	Soil and Groundwater Remediation Design
C-197	Remediation Systems: Operation and Maintenance

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

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

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.

It is the Authority's intent to engage the services of one environmental and/or engineering firm to provide professional services as required, utilizing the appropriate technical staff, including a Licensed Site Remediation Professional (LSRP), necessary to ensure that the services outlined herein are performed in accordance with the requirements of the Authority, the New Jersey Department of Environmental Protection (NJDEP), and the assigned LSRP. This solicitation is for professional services for a five (5) year term commencing on or about March 1, 2021. The Consultant shall submit a single EOI outlining their capabilities and experience to provide the required services at the four specified Service Areas.

Project Description

Scope of Services – General

The Authority requires the performance of a variety of environmental compliance services at each of the following Service Areas along the Garden State Parkway: Atlantic City Service Area located at Milepost 41.4, Forked River Service Area located at Milepost 76, Monmouth Service Area located at Milepost 100.1 and Cheesequake Service Area located at Milepost 124. The services provided by the environmental/engineering consulting firm shall also include additional tasks if determined to be necessary by the Authority. The Consultant shall also be prepared to perform remedial investigations/remedial actions of soil, groundwater and/or other affected media as requested or required by the Authority or NJDEP as well as provide remedial design services to address potential modifications or enhancements to the current remedial strategy on an on-call basis.

Remedial Investigations

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

Remediation Design

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

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

Remedial Systems: Operation, Maintenance, and Compliance Monitoring

Although there are no active remediation systems currently operating at the referenced project sites, the Consultant must be familiar and capable of operating and maintaining a variety of remediation systems as described below:

For operation and maintenance (O&M), the Consultant must be familiar with the remediation technologies currently used at other Authority service areas. A licensed N2 operator experienced in operating compressors, blowers, air strippers (multi-stage diffusers), pneumatic and electrical pumps, oil water separators and other related equipment as may be required. The operator must complete and maintain an operation log, which will detail activities performed during each site visit. The operator shall perform routine maintenance, with associated costs for routine replacement parts considered part of the contract and reimbursed as a direct expense. Major or more extensive repairs/replacements must also be conducted as part of this contract; however, an extraordinary maintenance cost may require a request for additional funding. The operator must continuously evaluate the performance of the remedial systems, not only based on system operation, but also upon sample results. The focus of these evaluations should be to confirm that the systems are operating efficiently. System modifications that direct or enhance remedial efforts such

as improved contaminant mass removal and/or containment should be considered. The operator must also react and respond immediately to any results that indicate a permit condition has been violated and respond to NJDEP requests to modify system operations.

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

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

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

Remedial Action

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

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

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

The Consultant shall prepare brief, one to two-page progress reports along with monthly invoicing in order to summarize the remedial status of each site on a monthly basis.

Reporting Requirements

The Consultant shall prepare technical reports at a frequency currently established for each project site. Reports shall be consistent in format and content to the Remedial Action Progress Reports (RAPR) previously required by the NJDEP as

part of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E). Examples of past reports will be made available for review upon request. In addition to the RAPRs, responses must be provided to NJDEP directives in a timely manner to ensure that the Authority remains in compliance. These progress reports may be abbreviated at the discretion of the Authority and assigned LSRP.

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

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

LSRP Requirement

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

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

Other Related Duties

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

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

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

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

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

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

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 RFEI 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. The subject line should read "OPS No. P3815, Secure File Sharing Site Information."

The following materials will be available electronically to qualified firms:

Atlantic City Service Area

Atlantic City – May 2016 Remedial Investigation Report
Atlantic City – August 2018 Remedial Action Progress Report

Forked River Service Area

Forked River – Updated Site Plan (August 2020)
Forked River – August 2019 Remedial Action Progress Report
Forked River – February 2019 Classification Exception Area Biennial Certification
Forked River – August 2009 Remedial Investigation Report/Remedial Action Progress Report/ Remedial Action Workplan Addendum

Monmouth Service Area

Monmouth – April 2015 Remedial Investigation Report/Remedial Action Report
Monmouth – January 2020 Remedial Action Progress Report

Cheesequake Service Area

Cheesequake – April 2016 Remedial Investigation Report
Cheesequake – May 2019 Remedial Action Progress Report

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 Jeffrey Wilhelm at Wilhelm@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 Project Manager on Similar Projects**

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

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

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

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

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

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

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 RFEOI. The Firm must confirm the deliverables and the schedule for design and construction associated with project specific deliverables. The Firm should also discuss project management items, including deliverables such as submittal of wage rate approvals and invoicing.

e. Approach to the Project

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

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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing workload 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 Consulting 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/Expression of Interest/Technical 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 Firms in order to achieve the above stated 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 Project Manager and each Key Project team member**, (a maximum total of 5) detailing relevant experience and professional/technical qualifications. Include resumes of proposed subconsultants. Each resume should be one page single-sided with dates provided for each project.
4. A **detailed estimate of the work-hours** per task and by ASCE Grade/ Classification, along with an estimate of total hours, to provide the work described herein.
5. A **Project Schedule** for this solicitation that addresses the various tasks defined by the scope of services for this assignment. The Project Schedule may be a maximum of 4 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 Firm's intention to use SBE and DVOB Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Irn** form (which is available on the Authority's website).
13. A completed **Vendor Source Disclosure** form (which is available on the Authority's website).
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2 (which is available on the Authority's website).

EOIs that are incomplete may not be considered.

The required forms referenced in Items 6 through 14 above can be found on the Authority's website: www.njta.com under *Doing Business, Engineering Professional Services, Supplemental Forms*

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the 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 ten (10), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not exceed five (5) pages, **Resumes**, a maximum of five (5), each of which shall be one (1) page. Pages in excess of these requirements will not be considered. This information shall be presented in an organized fashion and shall be categorized in accordance with the preceding submission requirements. Foldout sheets are not permitted.

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

- Organization Chart
- Detailed Estimate of Work Hours
- Project Schedule
- Recent Authority Project Experience Form
- Affidavit of Eligibility/Disclosure of Material Litigation Form
- Disclosure Form - Outstanding Work with the Authority
- Commitments of Proposed Project Staff Form
- Certification of Staff Availability Form
- SBE/DVOB Form

- Disclosure of Investment Activities in Iran Form
- Vendor Source Disclosure Form
- Ownership Disclosure Form

The aforementioned ten (10) page limitation shall be increased to a maximum of fifteen (15) pages, if the Consultant must exercise option 10C above. The additional five (5) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate Organizational Chart as permitted above showing key personnel names, position, title and reporting relationships (Note: Organizational Chart is not included in the page count).
- 2) One (1) page, single-sided resume for up to 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 2:00 P.M on November 18, 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 Wilhelm@njta.com.

Inquiries

Inquiries are to be e-mailed Wilhelm@njta.com. **The deadline for inquiries is October 30, 2020.** The Authority will respond to all written inquiries received. **Each inquiry will be stated, and a written response provided. Responses will be posted on the Authority's website under *Doing Business, Current Solicitations* on or before November 6, 2020.** Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses. Late inquiries may not be reviewed or considered.

Consultant Selection

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

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

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

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

All submittals required pursuant to P.L. 2005, Chapters 51 and 271 Executive Order 117 (2008) will be requested from the intended Awardee(s) only. This will include the combined CH. 51/Executive Order 117 Two-Year Certification and Disclosure of Political Contributions form (CH 51.1 R1/21/2009), 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 RFEIOI, the EOI, and Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

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

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

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

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

Very truly yours,

ORIGINAL SIGNED BY

Robert J. Fischer, P.E.
Chief Engineer

RJF:JW:mu
Attachments

c: M. Garofalo
C. Rossi
J. Wilhelm
Review Committee
File

Supplemental Information

Regarding EOI and Project Requirements

Dated October 22, 2020

for

Order for Professional Services No. P3815

Environmental Compliance Services at the Atlantic City, Forked River,
Monmouth and Cheesequake Service Areas

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

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VI.	Compensation Basis
VII.	Sub-Consulting Program
VIII.	Equal Employment Opportunity Regulations (<u>N.J.S.A.</u> 10:5-31 et seq. (P.L. 1975, C. 127) and <u>N.J.A.C.</u> 17:27)
IX.	State Contractor Political Contributions Compliance (P.L. 2005, Chapter 51 and Executive Orders 134 and 117)
X.	Set-Off for State Tax (<u>N.J.S.A.</u> 54:49-19)
XI.	Office of State Comptroller Right to Audit (<u>N.J.A.C.</u> 17:44-2.2)
XII.	Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
XIII.	Disclosure of Investment Activities in Iran (<u>N.J.S.A.</u> 52:32-57(a) and N.J.S.A. 52:32-56(e)(3))
XIV.	Antidiscrimination Provisions (<u>N.J.S.A.</u> 10:2-1)
XV.	Executive Order 189 (1988 - Kean)
XVI.	ADA Indemnification
XVII.	Diane B. Allen Equal Pay Act

SECTION I
Prequalified and Eligible Consultants

AECOM Technical Services
ATANE Engineers, Architects and Land Surveyors, P.C.
BEM Systems, Inc.
Brinkerhoff Environmental Services, Inc.
CDM Smith Inc.
CME Associates
D&B Engineers and Architects, PC
Dewberry Engineers Inc.
Dresdner Robin Environmental Management, Inc.
Equity Environmental Engineering, LLC
First Environment, Inc
Gannett Fleming, Inc.
GZA GeoEnvironmental, Inc
H2M Associates, Inc.
Mott MacDonald LLC
Pennoni Associates, Inc.
T&M Associates
Taylor, Wiseman & Taylor
TRC Environmental Corporation
WSP USA Inc.

SECTION II

Administrative and Agreement Information

Professional Corporation

Incorporated Firms that have not filed a copy of a Certificate of Authorization, as required by N.J.S.A. 45:8-56, with the Authority must include a copy of the Certificate with the EOI. Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A:17-1 et seq.), are exempt from this requirement.

Signatures

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

Incurring Costs

The Authority shall not be liable for any costs incurred by any consultant in the preparation of their EOI.

Addendum to EOI Solicitations

If, at any time prior to receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a Firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's 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 RFEOI or the Project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority's Media Relations Coordinator.

Public Records

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

Section III
OPS Procurement Schedule

Posted	October 22, 2020
Deadline for Inquiries	October 30, 2020
Posted Responses to Inquiries	November 6, 2020
Submittal of Expressions of Interest	November 18, 2020
Recommendation to Award OPS	January 2021
Notice to Proceed	March 2021

SECTION IV
Scope of Services

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

ATLANTIC CITY SERVICE AREA

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

Discharges from former UST systems have contaminated the soil and groundwater at the facility. Currently a Natural Remediation Compliance Program is approved and in place to monitor contaminant degradation.

Compliance Monitoring

Compliance monitoring is conducted semi-annually in May and November each year in accordance with NJDEP regulations. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications of the monitoring program based on the analytical data.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of semi-annual groundwater monitoring from eleven (11) monitoring wells for benzene, toluene, ethylbenzene, xylene (BTEX), methyl tertiary butyl ether (MTBE) and tertiary butyl alcohol (TBA) in November and sixteen (16) for Target Compound List Volatile Organic Compounds (TCL-VOCs) plus a library search and TBA in May. The groundwater monitoring program includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature) and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP *Field Sampling Procedures Manual* and/or any other regulations or guidance applicable to the type of sampling being performed.

Currently, the sampling schedule consists of sample collection from the following wells in May and November; MW-2A, MW-2D, GES-1, GES-2, MW-8SAR, MW-8DR, MW-15, MW-16, MW-17, PZ-1 and PZ-2A. Additionally, monitoring wells MW-1, MW-7M, MW-9, MW-10 and MW-11 will be sampled in November. Modifications to this schedule should be proposed as appropriate.

Reporting

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

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

A Classification Exception Area (CEA) was originally prepared and approved by the NJDEP on May 2, 1996, however since conditions have not allowed for a RAP to be applied for, Biennial Certifications are not currently required. For budgeting and the purpose of this RFEOL, it shall be assumed that a RAR/RAP will be required during the five-year OPS period. In instances where insufficient data exists, the Consultant shall be required to review all previously generated documents to not duplicate remedial and/or investigative efforts. The Consultant shall compile information generated from former reports in preparation of future documents to include pertinent information for the submittal to the NJDEP. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed. In addition, the Consultant shall update and/or modify the CEA as site conditions dictate.

FORKED RIVER SERVICE AREA

The required scope of services for the Forked River Service Area consists of the continuation of the NJDEP approved compliance monitoring and reporting. Currently, sampling is performed semi-annually in June and December with Progress Reports prepared semi-annually in February and August.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, compliance monitoring is performed regularly to track contaminant concentration and distribution. It should be noted that the monitoring well network has recently been modified following the redevelopment of the Service Area.

Compliance Monitoring

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

Groundwater Quality Monitoring – Groundwater monitoring and sampling shall be completed on a semi-annual basis in June and December, which currently consists of the sample collection from MW-1, MW-2, MW-3, MW-4 MW-5, MW-6, MW-119, MW-122, RW-3 and PZ-5 in June for analysis of BTEX, MTBE, TBA and lead. Monitoring wells MW-1, MW-2, MW-4 MW-5, MW-6, MW-119, MW-120, MW-122, RW-3 and PZ-5 will be sampled in December for analysis of BTEX, MTBE, TBA and lead while MW-102S and MW-3 will be sampled for TCL-VOCs plus a library search, TBA and lead.

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

Reporting

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

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

A CEA has been established along with a Remedial Action Permit (RAP) for groundwater and therefore a CEA Biennial Certification shall be submitted by February 19th every other year beginning in 2023 for this OPS. It is anticipated that the CEA and RAP will be updated under the current OPS to reflect the changes to the monitoring well network that recently occurred as part of the redevelopment of the Service Area. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed. In addition, the Consultant shall update and/or modify the CEA as site conditions dictate.

MONMOUTH SERVICE AREA

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

Discharges from former UST systems have contaminated the soil and groundwater at the facility. Groundwater is currently being monitored under a Natural Remediation Compliance Program.

Significant change to the monitoring well network was made during the recent redevelopment of the Service Area. Those changes are noted below as part of the required compliance monitoring and will need to be accounted for in future reporting.

Compliance Monitoring

Compliance monitoring is currently being conducted in accordance with applicable NJDEP regulations on an annual basis in September with samples collected from MW-1R, MW-2R, MW-3R, MW-4R, MW-5R, MW-6R, MW-7, MW-9RR, MW-10, and MW-11R for TCL-VOCs plus TBA along with total and dissolved lead. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data.

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

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

Reporting

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

A CEA was originally prepared and approved by the NJDEP on November 21, 2000, however since conditions have not allowed for a RAP to be applied for, Biennial Certifications are not currently required. For budgeting and the purpose of this RFEOI, it shall be assumed that a RAP application will be required during the five-year OPS period. As part of the RAP application, the Consultant shall update the CEA and submit an appropriate document to the NJDEP to reflect current site conditions. In instances where insufficient data exists, the Consultant shall be required to review all previously generated documents to not duplicate remedial and/or investigative efforts. The Consultant shall compile information generated from former reports in preparation of future documents to include pertinent information for the submittal to the NJDEP. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed.

CHEESEQUAKE SERVICE AREA

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

Discharges from former UST systems have contaminated the soil and groundwater at the facility. In order to address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, MPE has been utilized to address source area contaminants.

Remedial Actions

To address remaining dissolved groundwater and soil contamination, MPE events are currently performed on a semi-annual basis in August and February. Two monitoring wells, MW-114 and MW-117S are utilized for these efforts and both locations are treated for an eight-hour period during each event. Contaminated groundwater generated through these efforts shall be disposed of utilizing the Authority's waste hauling contractor.

Compliance Monitoring

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

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

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

The groundwater monitoring program for the site is currently performed on a semi-annual basis in March and September. Forty (40) monitoring wells, MW-101, MW-102, MW-103, MW-104S, MW-104D, MW-105, MW-106S, MW-106D, MW-107, MW-108, MW-109, MW-111, MW-112, MW-113S, MW-114, MW-114D, MW-115, MW-116, MW-116D, MW-117, MW-118, MW-118D, MW-118E, MW-119, MW-120, MW-121, MW-122, MW-123, MW-124, MW-125, MW-126, MW-127, MW-128, MW-129, MW-130, MW-131, MW-132, MW-133, MW-134 and MW-135 sampled in both March and September. All samples shall be analyzed for TCL-VOCs plus a library search and TBA.

Reporting

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

A CEA was recently prepared and submitted in the April 2016 RIR, however since conditions have not allowed for a RAP to be applied for, Biennial Certifications are not currently required. Additional groundwater delineation efforts are ongoing, therefore, for the purpose of this RFEOI, any CEA BC and RAP application will be handled under the on-call portion of the OPS. All documents shall be prepared and distributed in accordance with the appropriate NJDEP regulations and be accompanied by the applicable review fee. Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed. In addition, the Consultant shall update and/or modify the CEA as site conditions dictate.

LSRP Historical Data Review and Analysis

The consultant must be prepared to act on the Authority's behalf as a certified LSRP, in accordance with NJDEP regulations, which may include the review and evaluation of all historical documents for identification of potential data gaps, confirm remedial activities are compliant with the protection of health and the environment, completing LSRP retention form, etc. All effort related to an LSRP data/file review will be considered an "Other Task" as outlined on the Staffing Estimate.

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

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

A proposed Service Area improvement project under the design and funding of HMS HOST and/or Sunoco is expected to occur at the Atlantic City and Cheesequake Service Areas during the term of this OPS. The tentative schedule is as follows: Atlantic City Service Area will be shutdown September 2022 through May 2023; Cheesequake Service Area will be shutdown September 2023 through May 2024. It is assumed the Service Area improvement project will allow for remedial action of contaminated soil within the limits of the disturbance. The details regarding the Service Area improvement program are not known at this time, however the Consultant must be prepared to adjust their scope of work (i.e. compliance monitoring, EFR events, etc.) based on the period of shutdown. The Consultant must be prepared to assist the Authority with aspects of the improvement project which may include, but are not limited to the following: site visits and/or meetings with the contractor(s) involved with the Service Area improvement; monitoring well abandonment; review of soil analytical data for the purposes of

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

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

In order to facilitate these unanticipated assignments, a total amount of \$450,000 shall be budgeted for these services at all four projects sites for requested work over the five-year period.

SECTION VI Compensation Basis

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

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

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

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

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

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

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

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

Direct expenses shall include approved subconsultant/subcontractor services, mileage, final documents, rental equipment/vehicles, field equipment/supplies and regulatory fees. Mileage will be paid at the prevailing rate. Mileage will be reimbursed for travel between the Consultant's local office and the project site, Turnpike Authority offices, and

meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the New Jersey Turnpike Authority.

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

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

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

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
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

The 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 ex-pression, 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, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, col-or, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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; or

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

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

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.

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>.