

July 23, 2021

**To: ALL CONSULTANTS**

**Subject: ORDER FOR PROFESSIONAL SERVICES NO. T3880  
ENVIRONMENTAL COMPLIANCE SERVICES AT THE WOODROW WILSON SERVICE AREA 6N AND  
THE RICHARD STOCKTON SERVICE AREA 6S**

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

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

Attached (see Attachment A2) 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 the Profile Code requirements are also eligible to submit an EOI.

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

The Authority has adopted a Disabled Veteran Owned Business (DVOB) Enterprise Program (the DVOB Program). Under the DVOB Program, Firms interested in being considered for this OPS 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. Firms shall demonstrate how they will utilize DVOB Firms in order to achieve the 3% goal and add value to the project team.

The Authority shall also be seeking participation of Small Business Enterprises (SBE) as subconsultants. The project goal is 25% SBE participation to New Jersey Businesses (see Attachment B2).

The following attachments are incorporated into and made part of the RFEOI:

- Attachment A – EOI Submission Requirements (A1 – A6); and
- Attachment B - RFEOI Standard Information (B1 through B13)

The Authority requires the performance of a variety of environmental compliance activities at the Woodrow Wilson Service Area 6N located at Milepost 58.7 northbound and the Richard Stockton Service Area 6S located at Milepost 58.7 southbound. This solicitation is for professional services for a four (4) year term commencing on or about January 4, 2022.

The specific services for this solicitation can be found in Attachment A4, "Scope of Services" attached herewith.

## **Project Description**

### **Scope of Services – General**

The Authority requires the performance of a variety of environmental compliance activities at the Woodrow Wilson Service Area 6N located at Milepost 58.7 northbound and the Richard Stockton Service Area 6S located at Milepost 58.7 southbound. The services provided by the environmental/engineering Consultant shall also include additional tasks if determined to be necessary by the Authority. The Consultant shall also be prepared to perform remedial investigations/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**

For operation and maintenance (O&M), the Consultant must be familiar with the remediation technologies currently used at the Woodrow Wilson Service Area 6N. A licensed N2 operator is required and must be experienced in operating compressors, blowers, air strippers (multi-stage diffusers), pneumatic and electrical pumps, oil water separators and other related equipment as may be required. The operator must complete and maintain an operation log, 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 consultant is responsible for submitting monthly Discharge Monitoring Reports (DMRs) and attending an annual NJDEP compliance inspection meeting.

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 Remedial Investigation Reports (RIR) 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 (CEA) 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, CEAs), Remedial Action Permits (RAPs), Biennial Certification (BC), Remedial Action Outcome (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 RW-CD. Reports must be compatible with Authority software and operating systems. In addition, all plans, site maps, etc. prepared by CADD systems must be in a format compatible with the Authority's software. NJDEP electronic deliverables are also required.

### **LSRP Requirement**

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

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-RW. 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 RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Garri Gutshteyn via e-mail at [gutshteyn@njta.com](mailto:gutshteyn@njta.com). The subject line should read "OPS No T3880, Secure File Sharing Site Information."

The following materials will be available electronically to qualified firms:

**Woodrow Wilson Service Area 6N**

Woodrow Wilson – NJTA SA 6N March 2019 Data Report REV1  
Woodrow Wilson– 6N September 2018 RAPR FINAL

**Richard Stockton Service Area 6S**

Richard Stockton – NJTA SA 6S March 2019 Data Report  
Richard Stockton – NJTA SA 6S RAPR September 2018

**Submission Requirements for Expression of Interest**

Firms that are interested in being considered for these services must submit one (1) copy of the Expression of Interest in PDF format, to be received by the Authority no later than **2:00 P.M. on Friday, August 13, 2021**. Consultants will be fully responsible for the (electronic) delivery of their EOIs.

Expressions of Interest, and Fee Proposals will ONLY be accepted through the Authority's Secure File Sharing site (Kiteworks).

Access to the secure folder(s) in Kiteworks for this OPS will be limited to each Consultant team and NJTA staff (by invitation from Kiteworks). All required submissions are to be uploaded as one PDF document to the appropriate folder for the submission type (e.g., EOI, Fee Proposal), you will also be required to use a specific naming convention when uploading documents (e.g., *OPS #\_Fee\_Firm Name*). To gain access to Kiteworks, firms should email Jennifer Romero at [JROMERO@njta.com](mailto:JROMERO@njta.com) with the following information in the subject line: "OPS No. T3880 Kiteworks Access".

Expressions of Interest uploaded to the designated folder after **2:00 P.M. on Friday, August 13, 2021** will not be considered. Hard copies will NOT be accepted. E-mails of the PDF will NOT be accepted.

**Inquiries**

Inquiries pertaining to this RFEOI are to be directed in writing to Garry Gutshteyn, via e-mail to [gutshteyn@njta.com](mailto:gutshteyn@njta.com). The deadline for inquiries is Friday, July 30, 2021. 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 Wednesday, August 4, 2021. 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:

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

When requested, Fee Proposals are to be submitted electronically, through the Authority's Secure File Sharing site (Kiteworks).

Each selected Firm will be given access to the folder designed specifically for the Fee Proposal Submission.

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 and are to be returned to the Authority within five (5) business days.

**Order for Professional Services (OPS)**

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website), the RFEOI, the selected firm's EOI, as well as the selected firm's 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.**

Attached please find additional information regarding EOI and project requirements. The Attachments, which are incorporated into and made part of this RFEOI, include: Attachment A and Attachment B.

Very truly yours,

**ORIGINAL SIGNED BY**

Robert J. Fischer, P.E.  
Chief Engineer

RJF/GG/sjs  
Attachments

c: M. Garofalo  
C. Rossi  
Review Committee  
File

**ATTACHMENT A**  
**Supplemental Information**

**Subsection No. and Title**

- A1. EOI Submission Requirements
- A2. Prequalified and Eligible Consultants
- A3. OPS Procurement and Project Schedule
- A4. Scope of Services
- A5. Staffing Estimate
- A6. Compensation Basis



**Subsection A1**  
**EOI Submission Requirements**

To be considered for these services, qualified Firms, including Joint Ventures must submit their EOI which shall contain the following:

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

The Letter of Interest shall summarize the following information:

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

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

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

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

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

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

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

The Firm shall identify the 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 and Reasonableness of Staffing Estimate**

Provide an explanation of the firm's understanding of the project and Authority's needs required for the successful completion of the assignment. Provide a summary of the firm's and its staff's qualifications, and state how they relate to the firm's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

#### Understanding of the Project

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

#### Understanding of the Authority's Needs

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

#### Reasonableness of Staffing Estimate

The Firm shall demonstrate through an attached Staffing Estimate the extent of work effort required to perform each primary task for the assignment as identified on the assignment staffing schedule issued with the RFEOI.

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

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

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

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

#### Commitment and Ability to Perform the Project

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

#### Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing 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 EOI 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 EOI 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**, 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 staffing estimate** 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.
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.

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 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 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** stating the Firm's intention to use SBE and DVOB Certified Firms as sub-consultants.
12. A completed **Disclosure of Investment Activities in Iran** form:
13. A completed **Vendor Source Disclosure** form:
14. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.
15. **Business Registration Certificate.**

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

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is available on the State of New Jersey website <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an EOI, your Firm will be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission

EOIs are limited to a total of eleven (11) single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed five (5) pages, **Resumes**, a maximum of six (6), 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.

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 Staffing Estimate
- Project Schedule (a maximum of 2 pages) – foldout sheets are permitted
- 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 page limitation shall be increased to a maximum of eighteen (18) pages if the Consultant must exercise option 10(C) above. The additional seven (7) 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 six (6) 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 EOI unless they are required to do so in accordance with Option 10(C). If included in the EOI, the proposed alternative staffing information shall be contained in a separate attachment 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.

**Subsection A2**  
**Prequalified and Eligible Consultants**

AECOM Technical Services
ATANE Engineers, Architects and Land Surveyors, P.C.
BEM Systems, Inc.
CDM Smith Inc.
CME Associates
D&B Engineers and Architects, PC
Dewberry Engineers Inc.
E2 Project Management, LLC
Equity Environmental Engineering, LLC
First Environment, Inc
Gannett Fleming, Inc.
GZA GeoEnvironmental, Inc
H2M Associates, Inc.
Mott MacDonald LLC
Parsons Transportation Group, Inc.
Pennoni Associates, Inc.
T&M Associates
Taylor, Wiseman & Taylor
TRC Environmental Corporation
WSP USA Inc.

**Subsection A3**  
**OPS Procurement and Project Schedule**

Posted .....	July 23, 2021
Deadline for Inquiries .....	July 30, 2021
Posted Responses to Inquiries .....	August 4, 2021
Submittal of Expressions of Interest .....	August 13, 2021
Recommendation to Award OPS .....	October 26, 2021
Notice to Proceed .....	January 2022

**Subsection A4**  
**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.

**WOODROW WILSON SERVICE AREA 6N**

The Woodrow Wilson Service Area 6N is located in Hamilton Township, Mercer County. A proposed Service Area improvement project under the design and funding of HMS HOST and/or Sunoco is expected to occur at the Woodrow Wilson Service Area prior to the execution of this OPS. The Woodrow Wilson Service Area is proposed to be shut down between September 2021 through May 2022. Prior to the shutdown, all monitoring wells will be abandoned with the exception of MW-19 and MW-23. It is assumed the Service Area improvement project will allow for remedial action of contaminated soil within the limits of the improvement area and this portion of work is anticipated to be completed prior to the execution of this OPS. Should there be a delay in the start of the Service Area improvement project, the Consultant must be prepared to adjust their scope of work 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, and review of soil analytical data for the purposes of supplemental remedial actions/investigations. Additionally, the Consultant must be prepared to assist with the 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.

Currently, the Authority is continuing operation and maintenance of the existing groundwater recovery and treatment system. Groundwater recovered from the basement sump is treated prior to discharging to surface water under a Discharge to Surface Water (DSW) permit. Light Non-aqueous Phase Liquid (LNAPL) is recovered within the area around the existing diesel dispensers manually during operation and maintenance (O&M) site visits. For this Service Area, the approved Ground Water Quality Standards (GWQS) are based on the Vapor Intrusion Ground Water Screening Levels for Alternative Soil Textures (Sandy Loam) based on a Class IIIA aquifer designation.

The Remedial Action Mandatory Deadline for this site is May 6, 2023.

The scope of work is divided into the following tasks, which are further described below:

1. Operation and Maintenance
2. Monitoring Well Network Installation
3. Compliance Monitoring
4. Reporting – Remedial Action Progress Reports
5. Reporting – Remedial Action Report /Remedial Action Permit
6. Deed Notice and Classification Exception Area Update

### **Operation and Maintenance**

The existing treatment system is located on the south side of the principal structure of this Service Area and is housed inside a wooden building. Contaminated groundwater collects in a basement sump located in the principal service area structure. The groundwater extracted from this unit is delivered to the treatment system via two 1.5 horsepower submersible pumps and a 2-inch diameter PVC pipeline. The treatment system consists of the following main components:

- 1,000-gallon equalization tank
- Two particulate filters
- Two GAC units in series
- 15 gallon per minute (gpm) transfer pump
- Miscellaneous level/pressure switches, solenoids, flow meters, and regulators

The system treats petroleum hydrocarbons including BTEX, MTBE, and TBA at an average flow rate of 1 to 2 gpm, and maximum flow rate of 10 gpm. Maintenance shall include regular filter replacement, granular activated carbon (GAC) media replacement, greasing motor bearings, and any preventative maintenance items that may be necessary. The operation of the sump pumps and treatment system shall be monitored weekly including a check of the sump and pump condition, sump fluid levels, conveyance line pressure, equalization tank, pump controllers, and totalizer readings. As part of routine maintenance, the consultant shall check the operation of the flow meters, gauges, etc., and perform preventative maintenance as needed. During the weekly inspections, the Consultant shall note any problems with the system's operation, troubleshoot to determine the cause and repair the problem. In order to treat the current contaminant concentrations efficiently, the carbon in the GAC unit is changed either monthly or bi-monthly and must be monitored by the operator.

Influent and effluent monitoring shall be performed in accordance with the conditions of NJPDES/DSW permit NJG0175200. In general, effluent monitoring involves the following parameters: naphthalene, benzene, MTBE, TBA, TSS (Total Suspended Solids), TPH (Total Petroleum Hydrocarbons, quarterly only), Total Organic Carbon (TOC), pH, and quarterly Whole Effluent Toxicity Testing (IC25 Statre 7-Day Chronic Ceriodaphnia). Analysis of pH will be performed on-site via NJ-certified protocols. Except for pH, all samples will be submitted to the Authority's contract laboratory for the required analyses. The consultant will be required to contract with a qualified laboratory to perform the toxicity testing analysis and will validate all data deliverables, interpret data results, and propose any modifications to the sampling schedule, if required.

At the present time, the Authority is exploring alternative measures for dealing with groundwater that is being extracted from the basement sump, passed through the treatment system, and discharged to surface water under the current NJPDES/DSW permit. The consultant will be required to assist the Authority with identifying an alternative measure for sump water management during the term of this contract.

For purposes of this task, it should be assumed that weekly O&M visits for the duration of the agreement will be required.

### **Monitoring Well Network Installation**

All monitoring wells except for MW-19 and MW-23 will be abandoned prior to the start of the Service Area improvement project. Upon completion of the Service Area improvement, the consultant is responsible for re-establishing a monitoring well network. For the purposes of this scope of work, it is assumed that up to ten (10) monitoring wells will be installed to a maximum depth of

twenty (20) feet below ground surface (bgs) along with completion of applicable survey and Forms A & B. Additional monitoring wells if necessary, will be installed under the on-call portion of this OPS.

### **Compliance Monitoring**

Compliance monitoring will be conducted in accordance with applicable permits, regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. It should be noted at this time for this site, that the Authority is remediating to the Class IIIA Aquifer remediation standards set by the Vapor Intrusion Ground Water Screening Levels for Alternative Soil Textures (Sandy Loam), as approved by the NJDEP.

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.

For purposes of this scope of work, it should be assumed that quarterly groundwater monitoring will begin in 2022 after new wells have been installed and developed and will continue for the term of this contract. This schedule may be adjusted based on the results of the monitoring and recommendations from the LSRP. The following is a list of wells and analytes that will be included in the quarterly groundwater monitoring program:

- Assume a total of twelve (12) monitoring wells to be sampled quarterly including the collection of sitewide water level measurements. Currently the sampling parameters are TCL VO +15, TBA and naphthalene.

### **Reporting - Remedial Action Progress Reports**

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 be provided in the December RAPR and shall demonstrate that a reduction of the contaminate concentrations in the source area(s) and compliance points has occurred or justify why such decreases have not occurred.

### **Reporting - Remedial Action Report and Remedial Action Permits**

Following completion of the Service Area Improvement Project and the required post-remediation monitoring, the Consultant will be required to prepare a RAR in accordance with NJAC 7:26E-5.7. This report will include a summary of remedial investigations, a receptor evaluation update, describe the remedial actions completed, wastes generated, and effectiveness of the remedial actions the applicable remediation standards, and a summary of the remedial action costs. The report will be uploaded to the NJDEP online website and will include the Remedial Phase Report Authorization form, the Receptor Evaluation form, and a revised Case Inventory Document. Remedial Action Permit applications will be required for soil and groundwater.

### **Deed Notice and Classification Exception Area Update**

The Consultant shall prepare and record a Deed Notice with Mercer County to address site specific AOCs that may remain after large-scale soil excavation as proposed during the Service Area improvement. The Consultant shall update and modify the current CEA based on information provided by the groundwater monitoring program and as decreasing site condition trends dictate. This CEA Revision will be submitted at the time of the Remedial Action Permit (RAP) for Groundwater. It is assumed that these documents will be due in calendar year 2024, following two years of quarterly groundwater monitoring. Draft documents shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed.



## **RICHARD STOCKTON SERVICE AREA 6S**

The Richard Stockton Service Area 6S is located in Hamilton Township, Mercer County. Discharges from the former UST systems contaminated the soil and groundwater. A Service Area improvement project under the design and funding of HMS HOST and/or Sunoco was completed at the Richard Stockton Service Area in 2020 including contaminated soil removal. A Deed Notice was subsequently recorded for two (2) AOCs. It is anticipated that a RAR for soils only along with a RAP application will be completed and submitted to the NJDEP prior to the issuance of this OPS. Based on the NJDEP approval schedule, it is assumed one (1) Biennial Certification for soils will be required as a requirement of the recorded Deed Notice. Currently, the Authority is conducting post-remediation groundwater compliance monitoring and reporting. For this Service Area, the approved Ground Water Quality Standards (GWQS) are based on the Vapor Intrusion Ground Water Screening Levels for Alternative Soil Textures (Sandy Loam) based on a Class IIIA aquifer designation.

The Remedial Action Mandatory Deadline for this site is May 6, 2021. Executive Order 103 extended this deadline to May 6, 2022.

The scope of work is divided into the following tasks, which are further described below:

1. Compliance Monitoring
2. Reporting – Remedial Action Progress Reports
3. Reporting – Remedial Action Report and Remedial Action Permit for Groundwater
4. Classification Exception Area Update and Biennial Certification for Soils

### **Compliance Monitoring**

Compliance monitoring will be conducted in accordance with applicable permits regulations and NJDEP directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data. It should be noted at this time for this site, that the Authority is remediating to the Class IIIA aquifer remediation standards set by the Vapor Intrusion Ground Water Screening Levels for Alternative Soil Textures (Sandy Loam), as confirmed by the NJDEP.

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.

Significant change to the monitoring well network was made during the recent redevelopment of the service area which was completed in 2020. A monitoring well network was re-installed and quarterly groundwater monitoring has been on-going since the 2020 well reinstall. For purposes of this scope of work, it should be assumed that quarterly groundwater monitoring will continue for the term of this contract. This schedule may be adjusted based on the results of the monitoring and recommendations from the LSRP. The following is a list of wells and analytes that will be included in the quarterly groundwater monitoring program:

- MW-24, MW-31R, MW-33, MW-34, MW-38, MW-42R, MW-43R, MW-44, MW-29R, MW-45, MW-46, MW-47, MW-48, MW-49 (collect sitewide water level measurements) - analyte list: TCL VO +15, TBA and naphthalene

### **Reporting – Remedial Action Progress Reports**

The Consultant shall prepare progress reports consistent with former NJDEP 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.

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.

#### **Reporting – Remedial Action Report and Remedial Action Permit (Groundwater)**

Following completion of the Service Area Improvement Project and the required post-remediation monitoring, the Consultant will be required to prepare a Remedial Action Report in accordance with NJAC 7:26E-5.7. This report will include: a summary of remedial investigations; a receptor evaluation update; describe the remedial actions completed, wastes generated, and effectiveness of the remedial actions; the applicable remediation standards; and a summary of the remedial action costs. The report will be uploaded to the NJDEP online website and will include the Remedial Phase Report Authorization form, the Receptor Evaluation form, and a revised Case Inventory Document. A Remedial Action Permit application will be required for groundwater.

#### **Classification Exception Area Update and Biennial Certification for Soil**

It is anticipated that the Consultant shall update and modify the current CEA based on information provided by the groundwater monitoring program and as decreasing site condition trends dictate. This CEA Revision will subsequently require that the Consultant prepare and submit a RAP for Groundwater. Draft documents shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed.

A Deed Notice has been recorded and it is anticipated that a RAR for soils only along with a RAP application will be completed and submitted to the NJDEP prior to the issuance of this OPS. Once the RAP is approved, a Biennial Certification will be required. For the purposes of this reporting task, assume one (1) Biennial Certification will be required as part of this OPS.

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

The Consultant must be prepared to act on the Authority's behalf as a certified LSRP, in accordance with NJDEP regulations, which may include the review and evaluation of all historical documents for identification of potential data gaps, confirm remedial activities are compliant with the protection of health and the environment, completing LSRP retention form, etc. Any and all effort related to an LSRP data/file review 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 Woodrow Wilson Service Area 6N. The tentative schedule for Service Area shutdown is September 2021 through May 2022. It is assumed the Service Area improvement project will allow for remedial action/excavation of contaminated soil within the limits of the disturbance. It is anticipated that the remedial excavation will be completed at the Woodrow Wilson Service Area 6N prior to the execution of this OPS. The details regarding the Service Area improvement program are currently being developed; 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. If required, 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 \$350,000 shall be budgeted for these services at the two projects sites for requested work over the four (4) year period

**Subsection A5  
Staffing Estimate**

**OPS No. T3880  
 Environmental Compliance Services at the Woodrow Wilson Service Area 6N and the Richard Stockton Service Area 6S**

Hours/Task												
Classification (ASCE-Grade)	Woodrow Wilson Service Area 6N						Richard Stockton Service Area 6S				Other Tasks	Total Hours
	Operation and Maintenance	Monitoring Well Network Installation	Compliance Monitoring	Reporting (RAPs)	Reporting (RAR and RAP)	Deed Notice and CEA Update	Compliance Monitoring	Reporting (RAPs)	Reporting – RAR and RAP (GW)	CEA Update and BC for Soil		
Sr. Project Manager												
Project Manager/LSRP												
Project Eng/Geol/Sci												
Licensed Operator												
Geologist/Scientist												
Field technician												
Total Hours												

### **Subsection A6** **Compensation Basis**

#### **The Consultant will be responsible for paying all tolls.**

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

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

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

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;

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

Salaries shall be charged at the Consultant's hourly rates. The Consultant is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the Expression of Interest and Fee Proposal. Individual standard and overtime rates must be approved by the Authority's Chief Engineer or the Chief Engineer's designated representative prior to commencement of work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS, provided such change is reflected in the Consultant's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, approval of overtime must be issued by the Authority. The Fee Proposal shall follow and reflect the Staffing Estimate as shown in Attachment A5.

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](http://www.gsa.gov/perdiem). Compensation for lodging and meals must be approved in advanced by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

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

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

**ATTACHMENT B**  
**Standard Supplemental Information**

**Subsection No. and Title**

- B1. Administrative and Agreement Information
- B2. Small Business Enterprise and Disabled Veteran-owned Business Programs
- B3. Equal Employment Opportunity Regulations (N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27)
- B4. State Contractor Political Contributions (P.L. 2005, Chapter 51 and Executive Orders 134 and 117)
- B5. Set-Off for State Tax (N.J.S.A. 54:49-19)
- B6. Office of State Comptroller Right to Audit (N.J.A.C. 17:44-2.2)
- B7. Source Disclosure Certification (N.J.S.A. 52:34-13.2, Executive Order 129)
- B8. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-57(a) and N.J.S.A. 52:32-56(e)(3))
- B9. Antidiscrimination Provisions (N.J.S.A. 10:2-1)
- B10. Executive Order 189 (1988 - Kean) ADA Indemnification
- B11. ADA Indemnification Act
- B12. Diane B. Allen Equal Pay Act
- B13. Business Registration Certificate

**Subsection B1**  
**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 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 attachments of its EOI containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such Act.



**Subsection B2**  
**Small Business Enterprise and Disabled Veteran-owned Business 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 subconsultants who are registered with the Division as a DVOB. 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.

Consultant shall maintain adequate records to document their efforts and will provide same with their Expression of Interest. (Form D - SBE/DVOB Unavailability Certification).

**Subsection B3**  
**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, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; 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](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 requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**Subsection B4**  
**State Contractor Political Contributions Compliance**  
**Public Law 2005, Chapter 51, (Formerly EO 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 attachment are material terms of any OPS resulting from this RFEI or RFP:

## **Definitions**

For the purpose of this Attachment, 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 attachment 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

## **Breach of Terms of the Legislation**

It shall be a breach of the terms of the OPS for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

## **Certification and Disclosure Requirement**

- 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 attachment, 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, attachment 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Additional Disclosure Requirement Disclosure 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>.

**Subsection B5**  
**Set-Off for State Tax**

Pursuant to N.J.S.A. 54:4-19, 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 attachment 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.

**Subsection B6**  
**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.

**Subsection B7**  
**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).

**Subsection B8**  
**Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-57, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the Authority's "*Disclosure of Investment Activities in Iran*" certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers must review this list prior to completing the certification. If the Authority finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Completion of the certification is required of each Proposer (and all Subconsultants) and is available on the Authority's website.

**Subsection B9**  
**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 attachment of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this attachment of the contract.

**Subsection B10**  
**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.



**Subsection B11**  
**ADA Indemnification Act**

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 attachment. 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.

**Subsection B12**  
**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 into 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>.

**Subsection B13**  
**Business Registration Act**

Proof of valid business registration with the State of New Jersey Department of the Treasury, Division of Revenue and Enterprise Services, shall be submitted by the successful Firm prior to award of the OPS in the form of a valid Business Registration Certificate in compliance with N.J.S.A. 52:32-44, as amended. No OPS shall be awarded without proof of business registration with the Division of Revenue and Enterprise Services. Any questions with regard to obtaining a BRC can be directed to the Division of Revenue and Enterprise Services by visiting their website at [state.nj.us/treasury/revenue](http://state.nj.us/treasury/revenue). Failure to comply with the requirements of N.J.S.A. 52:32-44 will result in penalties per N.J.S.A. 54:49-4.1.