

July 18, 2022

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T3956
ENVIRONMENTAL COMPLIANCE SERVICES AT SERVICE AREAS 10S, 10N, 11N AND 13**

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

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

Attached (see Attachment A) 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 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 through A6); and
- Attachment B - RFEOI Standard Information (B1 through B14)

The Authority requires the performance of a variety of environmental compliance services at Service Areas 10S, 10N, 11N and 13 located on the New Jersey Turnpike. This solicitation is for professional services for a five (5) year term commencing on or about October 28, 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 each of the above-mentioned Service Areas. 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 of soil, groundwater and/or other affected media as requested or required by the Authority or NJDEP as well as provide remedial design services to address potential modifications or enhancements to the current remedial strategy on an on-call basis.

Remedial Investigations

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

Remediation Design

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

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

Remedial Systems: Operation, Maintenance, and Compliance Monitoring

Although no groundwater treatment systems are in operation at the referenced project sites, the Authority requires the availability of a licensed N2 operator should systems be deemed necessary during the term of the contract. The N2 operator must be experienced in operating compressors; blowers; air strippers (multi-stage diffusers); pneumatic and electrical pumps; oil water separators; and other related equipment. The operator must complete and maintain an operation log detailing the 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. If necessary, extensive repairs/replacements must also be conducted as part of this contract. Extraordinary maintenance costs may require a request for additional funding. The operator must continuously evaluate the performance of the remedial systems, not only based on system operation, but also upon sample results. The focus of these evaluations should be to confirm that the systems are operating efficiently. System modifications that direct or enhance remedial efforts, such as improved contaminant mass removal and/or containment, should be considered. The operator must also react and respond immediately to any results that indicate a permit condition has been violated and respond to NJDEP requests to modify system operations.

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

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.

Reporting Requirements

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

The Consultant shall be capable of completing Remedial Action Reports (RARs) with updated Receptor Evaluation (RE) and Case Inventory Document (CID) to satisfy the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7.26E). The Consultant shall compile information generated from the former RIRs and review former documents (such as former CIDs, LNAPL forms, Free-Product Interim Remedial Measure reports, Public Notification forms, Receptor Evaluations, Permit by Rule Monitoring Reports, Classification Exception Area approvals, etc.) to include as pertinent in the submittal to the NJDEP. The Consultant shall be prepared to complete other pertinent documents and/or NJDEP forms (i.e., Deed Notices, Classification Exception Areas (CEA), RAPs, Biennial Certification (BC), RAO, etc.) as may be appropriate.

The Consultant shall submit all reports, permits, documents, and correspondence in hard copies and Computer Storage Media notably a flash drive. Reports must be compatible with Authority software and operating systems. In addition, all plans, site maps, etc. prepared by CADD systems must be in a format compatible with the Authority’s software. NJDEP 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. This 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.

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 flash drive. Reports must be compatible with Authority software and operating systems. In addition, all plans, site maps, etc. prepared by CADD systems must be in a format compatible with the Authority's software. NJDEP hazsite/electronic data deliverables (EDDs) are also required.

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

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

Project background materials (preliminary plans, studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site. Access to the secure work space will be provided to all prequalified and eligible Consultants via email as part of the RFEOI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Jeffrey Wilhelm via email at wilhelm@njta.com. The subject line should read "OPS No. T3956, Secure File Sharing Site Information".

The following materials will be available electronically to qualified firms:

Thomas Edison Service Area 10S (Milepost 92.9 southbound –Woodbridge Township)

10S – December 2020 Groundwater Data
10S – February 2022 Groundwater Data
10S – May 2021 Groundwater Data
10S – November 2021 Groundwater Data
10S – Remedial Action Progress Reports (January 2028 & July 2018)
10S – Remedial Excavations 2018
10S – Vapor Intrusion Investigation - 2022
10S – Vapor Intrusion Investigation - 2019
10S – Monitoring Well Plan - 2022

Grover Cleveland Service Area 10N (Milepost 92.9 northbound –Woodbridge Township)

10N – July 2021 Groundwater Data
10N – March 2022 Groundwater Data
10N – Remedial Action Progress Reports (July 2019, January 2020 & January 2021)
10N – Remedial Excavations 2021
10N – Vapor Intrusion Investigations - 2022
10N – Site Plan - 2022

Former William Halsey Service Area 11N (Milepost 101.7 northbound – City of Elizabeth)

11N – Remedial Action Progress Report – December 2018
11N – Remedial Action Progress Report – December 2019
11N – Remedial Action Progress Report – December 2020
11N – Draft Remedial Action Progress Report – March 2022

Vince Lombardi Service Area 13 (Milepost 116.0 – Borough of Ridgfield)

13 – August 2019 Groundwater Data
13 – August 2020 Groundwater Data
13 – December 2021 Groundwater Data
13 – January 2021 Groundwater Data
13 – March 2022 Groundwater Data
13 – Remedial Action Progress Reports (May 2018 & May 2019)
13 – Remedial Excavations 2019-2020
13 – Site Plan - 2022

Submission Requirements for Expression of Interest

Firms that are interested in being considered for these services must submit a total of **five (5)** copies of their Expression of Interest, no later than **2:00 P.M. on August 12, 2022**. EOI's are to be submitted as follows: **One (1) PDF** copy uploaded to the Authority's Secure File Sharing Site (Kiteworks); as well as **four (4)** hard copies, delivered to the Authority's Headquarters on or before the date and time referenced above.

Late submissions will not be considered.

EOI's shall be addressed to:

Hand or Overnight Delivery:

**New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095**

**Attn: Jeffrey Wilhelm
Engineering Department**

U.S. Mail:

**New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042**

**Attn: Jeffrey Wilhelm
Engineering Department**

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., OPS No. T3956_EOI), you will also be required to use a specific naming convention when uploading documents (e.g., OPS T3956_EOI_Firm Name). To gain access to Kiteworks, firms should email Jennifer Romero at JROMERO@njta.com with the following information in the subject line: "OPS No. T3956 Kiteworks Access".

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Jeffrey Wilhelm, via email to wilhelm@njta.com. The deadline for inquiries is **Thursday, July 28, 2022**. 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 3, 2022**. 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. EOIs that are incomplete may not be considered. A Review Committee will evaluate the technical qualifications and experience of each Firm and its project team and will rank the Firms. The evaluation and ranking of the EOIs will serve as a method by which to create a short list of Firms most highly qualified to perform the project, who will receive requests for Fee Proposals.

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

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

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 RFEIOI, the selected firm's EOI, as well as the selected firm's submitted 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 RFEIOI, include: Attachment A and Attachment B.

Very truly yours,

ORIGINAL SIGNED BY

Michael Garofalo, P.E.
Acting Chief Engineer

RJF/JW/sjs
Attachments
c: 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) of single-sided, letter-sized pages with minimum 1-inch borders and minimum font size of 10 pt., stating the Firm's interest, ability and its commitment to complete the requested professional services listed in this solicitation and in their EOI.

The Letter of Interest shall summarize the following information:

a. Experience of the Firm on Similar Projects

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

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

b. Experience of the Project Manager on Similar Projects

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

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

c. Key Personnel's Qualifications and Relevant Experience

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

Understanding of the Project

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

Understanding of the Authority's Needs

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

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 Estimate 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

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

Commitment and Ability to Perform the Project

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

Outstanding Work with the Authority

The Firm shall discuss their outstanding work with the Authority as shown on the completed Disclosure Forms for the prime and all subconsultants. Information should be provided to demonstrate how this project may be impacted or affected by the existing workload of the consultant or its subconsultants. Outstanding Work shall be considered the sum of the Outstanding Work of the prime and subconsultants. No factors/weighting will be applied based on the percent of work assigned to the prime or subconsultants.

g. Commitment to Quality Management

An affirmation of the Firm's Commitment to Quality Management and Quality Assurance/Quality Control (QA/QC). The Firm shall provide a written narrative that describes the Firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The Firm shall identify credentialed QA/QC staff and the roles and working relationship with other staff members as part of the design process or construction phase.

h. Attainment of DVOB and SBE Participation Goals

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 has also adopted a Small Business Enterprise Sub-Consultant's Program (the SBE Program). Under the SBE Program, Firms interested in being considered for this OPS agree to make a good faith effort to award at least twenty-five (25) percent of the assignment to those businesses that meet the requirements and have been registered by the Division of Revenue & Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

2. An **organizational chart** showing key project team members for all primary tasks, including subconsultants. Provide all team members' names, titles and reporting relationships.
3. **Resumes for the Project Manager and each Key Personnel team members**, 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 **Certification of Non-involvement in Prohibited Activities in Russia or Belarus** pursuant to P.L.2022, c.3 form provided by the Authority.
14. A completed **Vendor Source Disclosure** form.
15. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.
16. **Business Registration Certificate.**

The required forms referenced in Items 6 through 15 above can be found on the Authority's website: www.njta.com under *Doing Business, Engineering Professional Services, Supplemental Forms*.

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

EOIs are limited to a total of 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*
- Certification of Non-involvement in Prohibited Activities in Russia or Belarus
- Vendor Source Disclosure Form
- Ownership Disclosure Form

* This form is **required** from the successful firm (and all subconsultants) prior to award of the OPS.

The aforementioned page limitation shall be increased to a maximum of eighteen (18) pages, if the Consultant must exercise option 10C 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 Expression of Interest unless they are required to do so in accordance with Option 10C. 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

1. AECOM Technical Services
2. ATANE Engineers, Architects and Land Surveyors, P.C.
3. BEM Systems, Inc.
4. CDM Smith Inc.
5. CME Associates
6. D&B Engineers and Architects, PC
7. Dewberry Engineers Inc.
8. Dresdner Robin Environmental Management, Inc.
9. Equity Environmental Engineering, LLC
10. First Environment, Inc
11. Gannett Fleming, Inc.
12. GZA GeoEnvironmental, Inc
13. H2M Associates, Inc.
14. HCR, LLC
15. Mott MacDonald LLC
16. Pennoni Associates, Inc.
17. T&M Associates
18. Taylor, Wiseman & Taylor
19. TRC Environmental Corporation
20. WSP USA Inc.

Subsection A3
OPS Procurement and Project Schedule

Posted	July 18 , 2022
Deadline for Inquiries	July 28, 2022
Posted Responses to Inquiries	August 3, 2022
Submittal of Expressions of Interest.....	August 12, 2022
Recommendation to Award OPS.....	September 27, 2022
Notice to Proceed.....	October 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.

THOMAS EDISON SERVICE AREA 10S

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

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, a groundwater recovery system was installed to prevent dissolved-phase contaminant migration toward Woodbridge Creek. Following the service area improvement project completed in 2019, the system was decommissioned and recovery wells abandoned. However, remedial efforts to reduce source area contamination have been undertaken in recent years, which include regular free product monitoring/recovery, as needed, as well as MPE. It should be noted, free product (LNAPL) has not been detected in monitoring wells on-site since the extensive remedial excavations that took place during the service area improvement project in 2018-2019.

Compliance Monitoring

Compliance monitoring will be conducted in accordance with applicable permits and NJDEP regulations 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 of the monitoring program based on the analytical data.

Groundwater Quality Monitoring – The groundwater monitoring program is comprised of quarterly groundwater monitoring for Target Compound List Volatile Organic Compounds (TCL-VOCs), plus tentatively identified compounds (TICs) and TBA, 2-Methylnaphthalene, 1-Methylnaphthalene, and Semi-Volatile Organic Compounds (SVOC) TICs. The groundwater monitoring program includes the collection of groundwater elevations for development of a groundwater contour map, the collection of field parameters (i.e., dissolved oxygen, pH, and temperature), and the collection of groundwater samples for laboratory analysis. Groundwater monitoring and sampling shall be performed in accordance with the current NJDEP Field Sampling Procedures Manual and/or any other regulations or guidance applicable to the type of sampling being performed.

Currently, the sampling schedule consists of sample collection on a quarterly basis from the following twenty nine (29) wells: MW-14, MW-15, MW-16R, MW-18R, MW-22, MW-23, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, MW-32, MW-33, MW-34, MW-35, MW-36, MW-37, MW-38, MW-38I, MW-39, MW-40, MW-41, MW-42, MW-43, MW-44 and MW-45. For this RFEOL, it shall be assumed that quarterly groundwater monitoring will continue for a period of three years, followed by a reduction to semi-annually for the remainder of the OPS term. Modifications to this schedule should be proposed as appropriate.

Reporting

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

A CEA was originally prepared and approved by the NJDEP; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. It is understood that the Remedial Action timeframe may expire during the period of this OPS. Remedial action activities

and reporting outside the described scope will be covered under the on-call portion of the OPS. Should CEA Biennial Certifications be required during this OPS period, this task will also be covered under the on-call portion of the OPS.

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 January Progress Report 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.

Multi-Phase Extraction

In addition to compliance monitoring and reporting outlined above, remedial measures including, but not limited to MPE, should be implemented on a regular basis. As the ground water treatment system no longer exists, an increased frequency of MPE events will be implemented. For this RFEIOI, an eight-hour MPE event should be planned for quarterly implementation from well(s) selected based on contaminant levels and or migration pathways.

GROVER CLEVELAND SERVICE AREA 10N

The required scope of services for the Grover Cleveland Service Area consists of the continuation of the NJDEP approved groundwater compliance monitoring, LNAPL monitoring, semi-annual MPE and reporting. Currently, sampling is performed quarterly and Progress Reports are prepared semi-annually in January and July. Additionally, MPE events have been performed periodically in an effort to maximize remediation and contain the contaminant plume, in addition to addressing a localized pocket of floating free product. Please note, recent remedial excavation of LNAPL areas has taken place. The status of floating free product is unknown within this location at this time due to well abandonments associated with the fuel island and tank replacements performed by Sunoco. Please note, previously LNAPL impacted well locations (H-3 and MW-23) will be reinstalled under the current OPS and conditions will be evaluated following well installations. For this RFEIOI, MPE events will be covered under the on-call portion of the OPS.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, compliance monitoring is performed regularly to track contaminant concentration and distribution as well as groundwater flow. Additional efforts to reduce source area contamination have been undertaken in recent years which include free product monitoring/recovery as well as MPE.

Compliance Monitoring

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

Groundwater Quality Monitoring – Groundwater monitoring and sampling shall be completed on a quarterly basis in accordance with the established schedule which currently consists of the sample collection from thirty one (31) monitoring wells: (MW-8, MW-9, MW-11, MW-12, MW-15, MW-16, MW-18, MW-19, MW-20, MW-21R, MW-22, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-30D, MW-30E, MW-31, MW-32, MW-33, MW-34, MW-35, MW-36, MW-37, MW-38, MW-39, MW-40, and MW-40D) for analysis of TCL VOCs with MTBE, TBA, 1,2-dibromoethane, 1,2-dichloroethane, plus a library search of TICs. Please note, six (6) of the monitoring wells are analyzed for a reduced chlorinated compound list during the quarterly events. Additionally, two (2) monitoring wells (MW-18 and MW-19) are analyzed for Naphthalene on a semi-annual basis. Additional monitoring wells are planned for installation under the current OPS. Monitoring wells will be installed to replace abandoned wells and establish a well network within the source area where remedial excavations were performed for high historic TPH soil concentrations and LNAPL. Therefore, the monitoring well network for sampling may be expanded for future events. For this RFEIOI, it shall be assumed that quarterly groundwater monitoring will continue for a period of three years, followed by a reduction to semi-annually for the remainder of the OPS term with modifications to this schedule proposed as appropriate.

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

Reporting

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

A CEA was originally prepared and approved by the NJDEP; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. It is understood that the Remedial Action timeframe may expire during the period of this OPS. Remedial action activities and reporting outside the described scope will be covered under the on-call portion of the OPS. Should CEA Biennial Certifications be required during this OPS period, this task will also be covered under the on-call portion of the OPS.

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 January Progress Report 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.

WILLIAM HALSEY SERVICE AREA 11N

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

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations that are above the applicable NJDEP cleanup criteria, an SVE/AS system was originally installed, along with a groundwater recovery system, to prevent dissolved-phase contaminant migration toward neighboring properties. All active remediation, except for MPE supplemented by mobile AS, has ceased.

Compliance Monitoring

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

Groundwater Quality Monitoring – The groundwater monitoring program for the site is currently performed on a quarterly basis and include monitoring wells: MW-1, MW-2, MW-5, MW-9, MW-9D, MW-10, MW-11, MW-12, MW-13, MW-14R, MW-16R, MW-17, MW-18R, MW-19R, MW-19D, MW-20, MW-21RR, MW-25, MW-26, and an unnamed 2-inch well (located between MW-1 and MW-2), as well as the interceptor trench associated with the inactive groundwater recovery system. All samples shall be analyzed for TCL-VOC+15 (SIM) with MTBE & TBA, naphthalene, 2-methylnaphthalene, total lead, and PCBs.

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.

Compliance monitoring will be conducted in accordance with applicable permits and NJDEP regulations described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The Consultant will validate all data deliverables, interpret data results, and propose modifications to the monitoring program based on the analytical data. For this RFEIOI, it shall be assumed that quarterly groundwater monitoring will continue for a period of three years, followed by a reduction to semi-annually for the remainder of the OPS term.

Reporting

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

A CEA was originally prepared and approved by the NJDEP on January 29, 1998; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. It is understood that the Remedial Action timeframe may expire during the period of this OPS. Remedial action activities and reporting outside the described scope will be covered under the on-call portion of the OPS. Should CEA Biennial Certifications be required during this OPS period, this task will also be covered under the on-call portion of the OPS.

Draft reports shall be submitted to the Authority well in advance of the NJDEP due date so that review and comments can be addressed. In addition, the Consultant shall update and/or modify the CEA as site conditions dictate.

Air-Sparging/Multi-Phase Extraction

An AS/SVE system previously operated at the site until January 2007, at which time, it was shut down since it was no longer effective. The system was installed to remediate source material resulting from the historic UST discharges and to prevent dissolved-phase contaminant migration off-site. The Authority is currently conducting mobile AS technology, in conjunction with MPE, to increase the dissolved oxygen and soil gas oxygen levels resulting in in-situ biodegradation of contaminants in both the saturated and unsaturated zones, as well as increasing the contaminant mass removal in specific localized areas.

It is anticipated that these AS/MPE events will be performed on a quarterly basis and consist of one eight-hour event each with air injected into a series of AS wells that are installed near an MPE or recovery well with a temporary air compressor. Two recovery wells (MW-1 and MW-9) are currently utilized specially designed AS wells installed near each of the recovery wells. A temporary air compressor shall be utilized to inject air into the designated AS wells via manifolded overland hoses, gauges, and adapters, while a MPE subcontractor extracts contaminated vapors and groundwater from the recovery wells.

The MPE portion consists of simultaneously removing contaminants via the application of a vacuum at select wells, disposing of the generated groundwater directly to a holding tank and treating the vapors using a mobile internal combustion engine and a catalytic converter to treat the engine exhaust. The monitoring wells at which the MPE events are to be performed were selected to maximize vapor recovery and reduce source area contaminants. The Consultant will be responsible for evaluating the effectiveness of this treatment technique and adjusting the schedule frequency and target locations as needed.

The Authority has retained its own waste disposal firm for use with MPE events. The Consultant shall be obligated to use the Authority's contract waste hauler and the Consultant will schedule removals as needed.

The Consultant must be familiar with the remediation technologies described above and must complete and maintain a field log providing details of each site event. Modifications of recovery operations shall be proposed as appropriate.

VINCE LOMBARDI SERVICE AREA 13

The required services for the Vince Lombardi Service Area are the continuation of compliance monitoring and reporting. Described below are the site-specific NJDEP compliance monitoring and reporting processes that are currently in place.

Discharges from former UST systems have contaminated the soil and groundwater at the facility. To address the contaminant concentrations that were above the applicable NJDEP cleanup criteria, AS/SVE, biosparge and groundwater recovery techniques have been utilized to address source area contaminants and to prevent migration of the dissolved plume toward an adjacent tidal creek. Soil and groundwater contaminants have reduced significantly and as such all active remediation has ceased at the site.

Compliance Monitoring

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

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

Groundwater Quality Monitoring – The groundwater monitoring program for the site is currently performed on a quarterly basis. To support shut down of all active remediation at the site and Natural Remediation Compliance Program (NRCP), a quarterly monitoring program was implemented beginning in 2010. Results of the more rigorous sampling program supported the reduction in frequency to annual monitoring. As the Remedial Action timeframe (2024) is approaching, the frequency of sampling was increased back to quarterly in early 2022. For this RFEOL, it shall be assumed that quarterly groundwater monitoring will continue for a period of three years, followed by a reduction to semi-annually for the remainder of the OPS term.

Due to construction related to the service area improvement projects, all wells associated with the investigation had to be abandoned. Since completion of construction, twenty monitoring wells have been installed to re-establish a well network. Monitoring wells: MW-46, MW-47, MW-48, MW-49, MW-50, MW-50D, MW-51, MW-52, MW-53, MW-54, MW-55, MW-56, MW-57, MW-58, MW-59, MW-60, MW-61, MW-62, MW-63, and MW-64 shall be sampled quarterly and analyzed for TCL-VOCs with MTBE/TBA and VOC TICs. Select wells should also be analyzed for TCL-SVOCs with SIM and TICs.

Reporting

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

A CEA has been established for the site; however, additional requirements need to be met prior to applying for a Remedial Action Permit (RAP) for groundwater. Until a RAP is in place for the site, CEA Biennial Certifications are not required. It is understood that the Remedial Action timeframe may expire during the period of this OPS. Remedial action activities and reporting outside the described scope will be covered under the on-call portion of the OPS. Should CEA Biennial Certifications be required during this OPS period, this task will also be covered under the on-call portion of the 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. 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.

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

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

To facilitate these unanticipated assignments, a total amount of \$500,000 shall be budgeted for these services at all four project sites for requested work over the five-year period.

Subsection A5
Staffing Estimate

OPS No. T3956: Environmental Compliance Services at Service Areas 10S, 10N, 11N and 13

Hours/Tasks												
	Thomas Edison Service Area 10S			Grover Cleveland Service Area 10N		Former William Halsey Service Area 11N			Vince Lombardi Service Area 13		Other Tasks	Total Hours
	Compliance Monitoring	Remedial Action (MPE)	Reporting	Compliance Monitoring	Reporting	Compliance Monitoring	Remedial Action (MPE)	Reporting	Compliance Monitoring	Reporting		
Sr. Project Manager												
Project Manager												
Project Eng./Geol/Sci												
Licensed Operator (N2)												
Geologist/Scientist												
Field Technician												
Other (Specify)												
Total Hours												

The Above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks as required to meet project needs.

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 Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable for direct salaries times a multiplier not to exceed 2.8. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation 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. Compensation for lodging and meals must be approved in advanced by the Authority, otherwise the Consultant will not be reimbursed for meals and lodging. This shall also apply to the Consultants subconsultants.

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

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

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. Certification of Non-involvement in Prohibited Activities in Russia or Belarus (P.L. 2022, c.3)
- B10. Antidiscrimination Provisions (N.J.S.A. 10:2-1)
- B11. Standards Prohibiting Conflicts of Interest Executive Order 189 (1988 - Kean)
- B12. ADA Indemnification Act
- B13. Diane B. Allen Equal Pay Act
- B14. Business Registration Act

Professional Corporation

Incorporated Firms that have not filed a copy of a Certificate of Authorization, with the Authority must include a copy of the Certificate with the EOI. Professional service corporations established pursuant to the "Professional Service Corporation Act," N.J.S.A. 14A:17-1 et seq. (P.L. 1969, c. 232), 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 the Authority receiving EOIs, it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable a Firm to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be made available on the Authority's website as described herein.

Acceptance and Rejection of EOIs and Proposals

The Authority may award an OPS for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The solicitation for an EOI or Technical Proposal does not, in any manner or form, commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the EOI or Technical Proposal is accepted and an OPS is entered into with the Authority. Failure of a Firm to adhere to and/or honor any or all of 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). The Firm's Expression of Interest (EOI) must include either (1) evidence of the use of subconsultants who are registered with the Division as an 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 subconsultants who are registered with the Division as an SBE. 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 that submitted higher than acceptable fee estimates; and
7. Consultant shall provide evidence of 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 ("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. 17:141 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 N.J.A.C 17:14-4-1 et seq., 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 its efforts and will provide same with their Expression of Interest.

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 expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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).

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

Subsection B4
State Contractor Political Contributions Compliance
N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004)
and Executive Order 117 (2008)

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 N.J.S.A. 19:44A-20.25 (P.L. 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 N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of N.J.S.A. 19:44A-20.25 (P.L. 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.", N.J.S.A. 19:44A-3 et seq. (P.L. 1973, c.83), 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 RFEOI, as well as future contract opportunities.
- c) Further, the Consultant 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 /her 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 N.J.S.A. 19:44A-20.27

Consultant 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 N.J.S.A. 19:44A-20.27, if the Consultant receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Consultant'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 <https://www.elec.state.nj.us>.

Additional Disclosure Requirement Disclosure of N.J.S.A. 19:44A-20.13 et seq. (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 **N.J.S.A. 19:44A-20.13 et seq.**, 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.

Only the intended Awardee will be required to submit the required N.J.S.A. 14:44A-20.25 (P.L. 2005, c.51)/Executive Order 117 and N.J.S.A. 19:44-20.26 (P.L. 2005, c. 271, s.2) form. The **combined** form is available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

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 the 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 N.J.S.A. 52:32-32 et seq. (P.L. 1987, c 184) 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, prior to contract award, 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.

Subsection B9
Prohibited Activities in Russia or Belarus

Prior to the time a contract is awarded, pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), the successful Firm must certify that neither the successful Firm, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus.

If the successful Firm is unable to so certify, the Firm shall provide a detailed and precise description of such activities to the Authority. Failure to provide such description will result in the Proposal being rendered as non-responsive, and the Authority will not be permitted to contract with such person or entity, and if a Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

If the Firm certifies that the Firm is engaged in activities prohibited by N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), the Firm shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Firm does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Authority shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the Authority that were issued on or after the effective date of N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3).

The Authority requests that all Firms submit a copy of the form entitled "*Certification of Non-involvement in Prohibited Activities in Russia or Belarus Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3)*", with their Proposal.

Subsection B10
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 B11
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 B12
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 B13
Diane B. Allen Equal Pay Act

Please be advised that in accordance with N.J.S.A. 34:11-56.1 et seq. (P.L. 2018, c. 9), also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

Subsection B14
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. 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.