

May 9, 2023

To: ALL CONSULTANTS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. T4099
Final Design Services for
Contract No. T200.727, Guide Rail Improvements
Milepost 119 to 122
And
Contract No. T200.728, Guide Rail Improvements
Milepost 110W to 119 and Milepost 116E to 119**

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

Profile Code	Description
A257	Roadside Safety Features

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 code(s) 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)

This solicitation is for professional services required for final design engineering and permitting services, as necessary, for guide rail upgrades and end terminal replacements along the New Jersey Turnpike (Turnpike) to comply with current standards.

Staff Qualifications

The specific services for this solicitation can be found in *Attachment A3, "Scope of Services"* attached herewith.

Project Description

The New Jersey Turnpike Authority (Authority) maintains nearly 447 miles of guide rail along the Turnpike. The Authority previously engaged a consultant to perform an assessment of the guide rail along the Turnpike mainline **excluding** the Newark Bay-Hudson County Extension and from Milepost 50 to Milepost 82 (the limits of Interchange 6-9 Widening Program). The findings of this assessment are summarized in the draft "Guide Rail Assessment, New Jersey Turnpike, Milepost 0-122" report dated December 2022 (Draft Guide Rail Assessment Report), which is included as reference material for this RFEI. The guide rail assessment included review of rail elements, rail height, post spacing, block out material, berm surface, lip curb, post weldments, bridge attachments and end terminals. The Authority has developed a programmatic approach to remove and replace substandard guide rail and end terminals in accordance with the Draft Guide Rail Assessment Report.

The anticipated work to be performed under OPS No. T4099 consists of preparation of documents for final design and environmental permitting, as necessary, to remove and install proposed guide rail at various locations on the Turnpike from Mileposts 110W and 116E to 122 (westerly and easterly respectively spurs to the northern terminus). Guide rail including ancillary items (i.e., asphalt lip curb, berm surfacing, bridge attachments, end terminals, delineators, etc.) will be re-evaluated in accordance with the Authority's Design Manual. The selected Consultant will be required to furnish necessary surveying to assure the final grading along the rail and end terminals is in accordance with the Authority's Standard Drawings, and latest requirements of AASHTO. The Authority has previously inventoried the existing Turnpike guide rail and the data is included in the Authority's enterprise Geographic Information System (eGIS).

The estimated contract value for each respective contract is estimated between \$8-9 million dollars and \$11-13 million dollars.

Project background materials (studies, reports, etc.) will be available for review electronically through the Authority's Secure File Sharing site in the "Background Materials" folder. Access to the secure workspace will be provided to all prequalified and eligible Consultants via e-mail as part of the RFEI notification process. If there are any questions or issues related to the Secure File Sharing site, please contact Vincent Mignella via e-mail at mignella@nita.com. The subject line should read "OPS No. T4099 Final Design Services for Contract Nos. T200.727 and T200.728, secure file sharing site information."

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 (EOI), no later than **11:00 AM on May 30, 2023**. EOIs 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.

EOIs shall be addressed to:

Hand or Overnight Delivery

**New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department, Highway Design
Vincent Mignella, Project Engineer**

U.S. Mail

**New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department, Highway Design
Vincent Mignella, Project Engineer**

Access to the secure folder(s) in Kiteworks for this OPS will be limited to each Consultant team and NJTA staff (by invitation from Kiteworks). All required submissions are to be uploaded as one PDF document to the appropriate folder for the submission type (e.g. EOI, Fee Proposal), and shall be in accordance with the following naming convention: (OPS #_EOI/Fee 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. T4099 Kiteworks Access".

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to Vincent Mignella, via e-mail to mignella@njta.com. **The deadline for inquiries is May 18, 2023 at 2:00 p.m.** 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 May 23, 2023.** 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.

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 N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), superseding Executive Order 134 (2004); N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2); and 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 from receipt.

Order for Professional Services
(OPS)

Final OPS Documents shall consist of the Authority's Order for Professional Services Agreement (which is available on the Authority's website), the RFEOI, the selected firm's EOI, as well as the selected firm's submitted Final Negotiated Fee Proposal. These documents are listed in the order of priority in the event of a conflict.

Consultants shall be required, at their own expense, to provide all insurance coverages as more fully set forth in the OPS Agreement.

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

Very truly yours,

ORIGINAL SIGNED BY

Michael Garofalo
Chief Engineer

MG: VM: dmm
Attachments

c: L. T. Malak
L. K. Navarro
Review Committee
File

ATTACHMENT A
Supplemental Information

Subsection No. and Title

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

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 (unless otherwise noted):

1. **Letter of Interest** comprised 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 its EOI.

The Letter of Interest shall summarize the following information.

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

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

The Firm shall provide information on past projects which it has 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's experience and its application to the assignment. The Firm shall review the criteria set forth by the Authority in the RFEOI in consideration of the person proposed for the assignment. If the Firm is proposing an individual with credentials considerably different than those identified by the Authority, the Firm must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

The resume of the Project Manager 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 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 it fully understands 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 it fully understands 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 work hours required for this assignment, including any work anticipated to be performed by subconsultants. The staffing schedule shall follow the guidelines set forth herein and sample in Subsection A4.

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 the project's 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 its 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 its 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 its 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 Subconsultant'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 Engineer 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 subconsultant.
7. A completed **Affidavit of Eligibility/Disclosure of Material Litigation form** (which is available on the Authority's website) for review by the Authority's legal counsel. Forms for each Firm, each member of a joint venture and all subconsultants shall be submitted. Firm shall certify that it is not suspended,

disbarred, or disqualified from bidding on any state or federal projects. Furthermore, no litigation shall be pending or brought against the Firm that could materially affect its ability to perform the OPS described herein. Firm shall submit a description of all litigation pending, threatened, or brought against it, including any litigation against its owners and/or principals; and shall also submit a description of any enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance of the OPS described herein.

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 subconsultants shall be submitted. State “none” on the form if Firm, joint venture or subconsultant has no outstanding work with the Authority. It is specifically noted that the Authority’s Disclosure Form shall be submitted with the EOI. Consultants may separate types of work by category (i.e.: Design Services, Construction Services, Environmental Services, etc.) however, the “Total” amounts stated at the bottom of the page shall be the combined total amounts of all outstanding work with the Authority as identified on the form.
9. A completed **Commitments of Proposed Project Staff** form 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 subconsultants.
12. A completed ***Disclosure of Investment Activities in Iran** form.
13. A completed **Certification of Non-involvement in Prohibited Activities in Russia or Belarus** form. pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3).
14. A completed **Source Disclosure** form.
15. A completed **Ownership Disclosure Form**, pursuant to N.J.S.A. 52:25-24.2.

16. ***Business Registration Certificate.**

17. **Affidavit of Moral Integrity Form**

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

The required forms referenced in Items 6 through 17 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.nj.gov/ethics/docs/ethics/2022_uniformcode_april.pdf

By submitting an EOI, 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 twelve (12), single-sided, letter size pages, comprised of the following: **Letter of Interest**, not to exceed five (5) pages, **Resumes**, a maximum of seven (7), 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
- Source Disclosure Form
- Ownership Disclosure Form
- Affidavit of Moral Integrity Form

The aforementioned page limitation shall be increased to a maximum of twenty (20) pages if the Consultant must exercise option 10C above. The additional eight (8) 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 seven (7) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.

- 3) Allowance for one (1) page, if necessary, to explain the consultant's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their EOI unless they are required to do so in accordance with Option 10C. When appropriately 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, non-responsive, incomplete and may be rejected.

Subsection A2
OPS Procurement and Project Schedule

Posted	May 9, 2023
Deadline for Inquiries	May 18, 2023
Posted Responses to Inquiries	May 23, 2023
Submittal of Expressions of Interest	May 30, 2023
Request Sealed Fee Proposal.....	June 14, 2023
Recommendation to Award OPS	July 2023
Notice to Proceed.....	September 2023
Completion of all Construction Work	August 2026
Administration Project Closeout	September 2026

Subsection A3
Scope of Services

Project Overview

The New Jersey Turnpike Authority's Capital Improvement Program is comprised of a variety of projects to improve operational safety and infrastructure maintenance improvements for the motoring public as well as the overall health, safety and welfare of workers and the public who utilize the various facilities that are owned and operated by the Authority. The Authority's Design Manual was updated to be in accordance with revisions to the Manual for Assessing Safety Hardware (MASH) in August of 2021. The existing guide rail inventory on the New Jersey Turnpike mainline was recently inspected. This evaluation included rail elements, rail height, post spacing, block out material, berm surface condition, asphalt lip curb, bridge attachments and end terminals.

A. General Services

1. The following list identifies some of the services required for this assignment; and is not intended to specify all requirements or to be all inclusive:
 - Coordinate with the Authority
 - Prepare and update design schedules and status spreadsheets
 - Prepare final contract documents, including plans, supplementary specifications, and construction cost estimates
 - Prepare Utility Orders and Fiber Work orders, if required
2. All services provided by the Consultant shall be performed in accordance with the current versions of the Authority's Design Manual, Standard Drawings, Sample Design Plans, CADD Standards, Standard Specifications 7th Edition, and the latest Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority and are also available on the Authority's website.
3. The Consultant shall be responsible for the thorough understanding of the project requirements, including all applicable codes, environmental permits, and regulations for all aspects of this project.
4. The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEOI and subsequent Request for Fee Proposals, the terms "Consultant" and/or "Firms" which are used throughout these documents shall not only mean the Engineering Firm, but also Joint Ventures and/or sub-consultants retained by the Engineering Firm for this assignment.
5. It will be the Consultant's responsibility to bring to the attention of the Authority during the RFEOI process, or at the time during the submission of the EOI or the Fee Proposals, any errors, omissions, or non-compliance discovered in the RFEOI. By neglecting to do so, the Consultant will be responsible to make any resulting changes without additional compensation.
6. It is specifically noted herein that the document review process by the Authority or its representatives is intended to be a review of the documents in a general manner. Review submissions and comments shall not be construed as a comprehensive review or detailed check of the Consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to prepare all documents in accordance with proper engineering criteria and sound professional engineering judgment. The Consultant is completely responsible for all design documents,

reports, supporting documentation, etc., that they prepare, and it remains their responsibility to ensure the integrity of the design and their work.

7. The Consultant will be required to submit the appropriate completed submission checklists along with any other submission documents identified by the Authority's Procedures Manual. Failure to comply may result in rejection and resubmission of the entire phase review materials. Comment resolution of prior submissions must be complete prior to the next phase submission.
8. A Traffic Control Coordinator (TCC) shall be required where lane and half ramp closings are to be installed by the consultant or vendor as part of design or bridge inspection projects. A TCC will not be required for shoulder closings installed by the consultant or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification which shall apply to design and bridge inspection assignments involving lane and half ramp closings.

B. Specific Services

Final engineering design services are required for the preparation of two construction contracts, including post-design/construction consultation services, for guide rail design and replacement as follows:

- Construction Contract No. T200.727, Guide Rail Improvements, Milepost 119 to 122 (approximately); and
- Construction Contract No. T200.728, Guide Rail Improvements, Milepost 110W to 119 and 116E to 119

Services shall include review of the Draft Guide Rail Assessment Report and eGIS data to assist with the guide rail design and end terminal upgrades including ancillary items (i.e., asphalt lip curb, berm surfacing, bridge attachments, delineators, etc.).

As such, it is anticipated that the Consultant will be required to perform, at a minimum, the services outlined below. It is, however, expressly stated that the Consultant is responsible to account for any and all work activities, whether identified below or not, necessary for the total performance of this assignment.

A. MAPPING

The Authority will provide base mapping of the Turnpike prepared from recent photogrammetry at the commencement of this assignment at NO cost to the Consultant. A digital terrain model (DTM) is not available. The base mapping will provide edges of shoulder (pavement), edge of traveled way (solid painted line), lane lines and median barrier (if present). In addition, guide rail start and end terminal attributes and guide rail segments between the start and end points will be available in GIS format for the Consultant to update mapping. The inventoried Turnpike guide rail can be reviewed by the recommended Consultant, by request, in the Authority's ArcGIS Online Organization. Requestor must provide their public ArcGIS Online user ID in order to have access to view the data.

The Consultant shall perform supplemental survey, as necessary, to obtain the accuracy necessary to analyze the existing guide rail and to design the proposed guide rail in accordance with standards. The Consultant shall coordinate all survey activities with respect to time, location, and maintenance and protection of traffic with the Authority. Such surveys may include, but are not necessarily limited to, the determination of pavement elevations, existing grading, existing guide rail height, bridge/parapet connections, berm surfacing and other roadside safety features such as utilities, traffic striping, signing, delineators, concrete and /or asphalt lip curbing, drainage impacts, and other incidental items. The Consultant is responsible for all costs associated with providing test pits, if needed, for the location of utilities.

B. FIELD ASSESSMENT

The Consultant shall perform additional field assessment, if required for design, to identify guide rail warrants to redesign the non-compliant guide rail so it complies with standards. The Consultant shall develop alternatives to eliminate, correct, or mitigate any unsatisfactory safety and operational characteristics of existing guide rail.

Develop a plan and schedule to perform the field assessment. To meet the schedule, the Consultants shall utilize multiple survey / assessment teams to simultaneously conduct guide rail assessments. Where possible, coordinate survey work with field assessment. Each survey / assessment team leader shall be a New Jersey licensed professional engineer, (P.E.). As-built plans may be used as well.

C. MAINTENANCE AND PROTECTION OF TRAFFIC

Maintenance and Protection of Traffic (MPT) on the Turnpike shall be in accordance with the Authority's Manual for Traffic Control in Work Zones, latest edition.

The Consultant shall adhere to the Authority's Online Lane Closing Program requirements when requesting lane and/or shoulder closures for work within the Authority's right of way, including field investigations and inspections. All requests, coordination, and communication shall be conducted through this system, including notification of Authority approvals and denials.

Traffic protection plans and cross sections shall be developed for each construction location, as required, showing placement of traffic protection devices, temporary lane configurations, and line striping changes. All final Maintenance and Protection of Traffic Plans and Specifications must be closely coordinated with the Authority's Operations Department.

The contract documents shall include the following requirements for the Contractor:

- MPT shall be performed by the Contractor, and shall include placing, maintaining, patrolling, and removing lane and shoulder closings.
- Signs, sign stands, and traffic cones will be supplied by the Contractor.
- Arrow boards, variable message signs and truck mounted attenuators (TMAs) shall be furnished, operated, and maintained by the Contractor.

The contract documents shall define the availability of lane closing times, including allowable lane closing hours during the week and over weekends, starting and ending point locations for lane detours, lane closings and line striping tapers for each construction stage and work zone as deemed permissible by the Authority's Operations Department.

Following the Phase B Submission and review, the Consultant shall prepare an 95% MPT submission including a construction schedule. The plans and specifications shall indicate proposed traffic staging detailing concrete construction barrier layout, cone lines, signage, positioning of attenuator systems, line obliteration, temporary line striping, allowable primary and supplemental lane closing hours and details and durations of the construction staging. Coordination with any adjacent Contracts which may impact the schedule and/or staging schemes will be required. The 95% MPT submission will be provided to the Operations Department for review. The Consultant will participate in a review meeting with the Operations Department and comments received shall be incorporated in the Phase C submission.

D. UTILITY ENGINEERING

The Consultant shall identify existing utilities within the proposed project area. The review of as-built plans can be used in an effort to locate existing utilities. The existing utilities shall be evaluated for potential conflicts with the proposed repairs or replacement of guide rail. The Consultant shall negotiate utility company engineering fees necessary to initiate design by utility companies and assist in the preparation and execution of an Authority issued Utility Order for utility company engineering design. Utility company engineering fees shall be incorporated into the Utility Order.

If utility relocations are required, preliminary relocation schemes shall be coordinated with the utility companies prior to preparing and executing all Utility Orders (or supplements to Utility Orders) for utility relocation work. It is expected that the Consultant will coordinate with utility owners and prepare Utility Orders if required. Every effort should be made to avoid negative impacts to existing fiber optic lines. Similarly, every effort should be made for all contract dependent utility relocation work to be incorporated into and made part of the contracted work.

The Consultant shall be responsible to provide for and plan to undertake any and all activities necessary for test pits to verify the location of major utilities that may be impacted by the design. All costs, including test pits, site inspection, maintenance, and protection of traffic, etc., associated with this work shall be included in the Consultant's Fee Proposal as a direct expense.

E. DESIGN

The Consultant shall design proposed guide rail to comply with standards and in accordance with the Authority's Design Manual and Standard Drawings. Guide rail transitions from improved guide rail to existing rail may be necessary at some locations. Prepare a sequence of construction to minimize interruption to the traveling public.

The Consultant shall prepare an assessment matrix with recommendations for Phase A to serve as the basis to review areas where compliance with standards may be an issue. After the Authority's review of the matrix, a workshop will be scheduled to discuss the recommendations made by the Consultant to advance the guide rail design.

The matrix shall include data collection such as bridge parapets with substandard attachments that will require design of a pylon, areas where post weldments cannot be replaced with barrier, locations with grading limitations at anchorages and end terminals, post mounted delineators that may require relocation, fixed obstructions that do not meet the minimum 4'-9" clearance from the face of rail, breakaway objects that do not meet the minimum 3'-6" clearance from the face of rail, drainage conflicts, and environmental investigation. Therefore, items such as non-conforming light poles may need to be relocated. Upon the Authority's concurrence with the recommendations provided in the matrix, the Consultant shall develop construction plans, maintenance and protection of traffic plans, specifications, the construction schedule, and Engineer's Estimate. In addition to quantity calculations, the Consultant will be required to submit length-of-need calculations for proposed guide rail and Design Element Modification Request for areas where the existing guide rail cannot be replaced to satisfy all current standards.

The Consultant shall attend a review meeting following each design submission.

F. PERMITTING

The Consultant shall investigate and identify the need for any and all permits and obtain all necessary permits. The Consultant shall ensure that the project design and contract documents comply with the requirements thereof. The permit application fees are to be paid by the Consultant and will be reimbursed by the Authority within the agreed design fee for Engineering Services. Avoidance of significant environmental features may be addressed by relocation (if possible), or minor modification of existing standards as recommended by the Consultant.

G. PROJECT DELIVERABLES

The preparation and submission of final contract plans, specifications and estimates shall be in accordance with the Authority's Design and Procedures Manuals, unless noted otherwise.

Phase review documents shall be prepared by the Consultant. Submission distribution matrices for each phase submission, including the number of hard and electronic copies will be prepared and submitted to the Authority's Design Liaison for approval prior to any printing. Additional sets may be requested if deemed necessary to review specific design elements.

All Phase submission reviews will culminate with a Comment Resolution Document (CRD) that will approve completion of that Phase and authorize work to proceed. Review comments from the Authority, and/or other Agencies, will be provided to the Consultant for compilation and response. It is anticipated that the Comment Resolution Document shall be in excel spreadsheet format for electronic comments received. The Consultant may need to advance portions of the design prior to receiving full comment resolution concurrence. If the Consultant chooses to proceed in this manner, they shall notify the Authority's Design Liaison accordingly and obtain concurrence prior to proceeding on the work. If notification is not provided and concurrence is not received, then the Consultant is proceeding at their own risk and any rework shall be at no cost to the Authority. The Consultant is advised to take a conservative approach as is possible, and to advance work which has a low risk of modification/revision.

For scheduling purposes, a three (3) week period will be allotted for the review of each submission by the Authority, after which a meeting will be convened to discuss all comments with the Consultant. However, any delays caused by the Authority's review process shall not be sufficient reason for additional compensation.

The Final submission shall follow Phase D submission requirements and consist of 100% complete drawings (Mylar), duplication ready specifications, construction schedule and Engineer's Estimate, which shall be transmitted to the General Consultant under separate cover at least one week prior to the bid opening. Included with the final submission, the Consultant shall provide to the Authority, at no additional cost, the electronic file(s) of the procurement documents.

The Consultant must develop this project in MicroStation as per the Authority's CADD Standards Manual (Latest Edition), and copies of the electronic files are to be provided to the Authority at no additional cost.

H. EGIS DELIVERABLE

The Authority utilizes an eGIS platform which contains information for its key assets. The Authority has the majority of the Turnpike guide rail inventoried in their eGIS database and contains start and end treatment attributes. The Consultant will coordinate with the Authority's Design Liaison to receive a copy of the Authority's most current GIS dataset for New Jersey Turnpike guide rail for reference purposes. The Consultant will also receive a file geodatabase with an empty guide rail schema to populate. This is the schema in which the Consultant will provide the updated Turnpike guide rail segments and populated attributes back to the Authority. The Authority uses ESRI's ArcGIS Enterprise platform.

The Consultant shall coordinate with the Authority's Design Liaison and the Authority's eGIS Platform Manager for any additional data standards and submission requirements of the populated File Geodatabase. The Consultant must have demonstrated familiarity with ArcGIS Pro, geodatabase functionality and ArcGIS online data collection workflows.

I. POST DESIGN SERVICES

The Consultant shall analyze the bids and recommend that the low bid be accepted or rejected by the Authority.

The Consultant will be responsible for providing post design services as described in the Authority's Procedures Manual (which is available on the Authority's website). It is specifically noted that the Consultant shall be responsible for review and approval of shop drawings and responding to request for information (RFI) in accordance with Section 3.4.6 "Post-Phase D Services" including Exhibit 3-9 of the Authority's Procedure's Manual. The Consultant will be required to lead and attend a Project Hand-off Meeting and prepare required materials, such as a Hand-off Report, to inform the Authority's construction staff of the key components of the contract prior to construction. Attendance at the pre-construction meeting will also be required. In addition, field reviews may be required of the Consultant during construction to resolve field conflicts.

J. UNANTICIPATED SERVICES

As the field assessment proceeds, there may be certain services of a special nature, or Unanticipated Services, necessary to advance the design of subject guide rail improvements, which cannot be completely identified at this time. To fully support the Authority without undue delays, the Consultant shall make an allowance of 15% contingency of the burdened labor fee for "Unanticipated Services" in their Fee Proposal. This allowance will provide for special services if and when specifically requested and authorized by the Authority in writing.

K. PROJECT ADMINISTRATION

- i. Project Coordination – The Consultant shall coordinate its activities with Authority personnel throughout the course of this project. Early on, the Consultant shall establish a means of coordinating and reporting its activities with the Authority's Design Liaison to ensure an expeditious exchange of information.

The Consultant will give adequate notification of all meetings to the Authority through the Authority's Design Liaison. The Consultant shall prepare an agenda for the meeting and conduct the proceedings. The agenda shall be submitted to the Authority's Design Liaison three (3) days in advance of the meeting. In addition, the Consultant shall prepare the draft meeting minutes for

Authority review within five (5) days after the meeting before they are issued. The Consultant will then share all draft and final memoranda of meetings attended with copies to the Authority, and others as appropriate. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.

Throughout the duration of the project, the Consultant shall maintain a document control system recording the disposition of all documents associated with the project.

The Consultant shall work in harmony with any and all entities that have been and may be retained by the Authority for this project.

The Consultant is responsible to the Authority for the work of its subconsultants. As such, it is expected that the Consultant shall perform Quality Reviews of its Subconsultant's work prior to providing copies/submittals to the Authority. If extensive errors/omissions are found during reviews, the work shall be rejected, and shall be revised and resubmitted at no additional cost to the Authority.

- ii. Project Design Schedule – The Consultant shall prepare a detailed project schedule using Microsoft Project software, or equivalent, for activities to be completed. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project. Monthly updates of the approved schedule shall be submitted in progress reports. The schedule submitted for this EOI shall include this required information.
- iii. Consultant's Project Manager – The Consultant's Managing Principal and the Consultant's Project Manager assigned to this project shall possess a valid New Jersey Professional Engineers license and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or their representative. The Consultant shall also present to the Authority, for approval, appropriate personnel to be assigned for the position vacated.

It is expected that the Project Manager will actively manage the project and will lead/participate in all project related meetings. The Project Manager will serve as the primary point of contact for the team and make himself or herself available for project related matters.

- iv. Progress Reports and Projected Billings – The Consultant will be responsible to prepare and submit monthly progress reports for the entire project indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. The Consultant shall include all out-of-scope services required and/or performed, and the status of the Authority's approval or rejection. Reports must be submitted to the Authority on a monthly basis and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant. To assist in the Authority's management of our annual spending, the Consultant shall include monthly projected billings for the duration of this assignment. The Consultant will also be responsible for preparing and submitting a separate financial drawdown and/or spending plan for the project, including the estimated monthly fees for the referenced design as well as estimated monthly fees for the two construction contracts, utility relocations and associated construction supervision assignments.

- v. Status Meetings – It is anticipated that the Consultant will be required to conduct monthly project status meetings throughout the duration of the project. These meetings are expected to occur at the Authority’s Headquarters. The Consultant shall lead the status meetings. Other meetings may be scheduled based on project needs.
- vi. Invoicing Requirements – All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. T4099 Final Design Services for Contract No. T200.727, Guide Rail Improvements, Milepost 119 to 122, and Contract No. T200.728, Guide Rail Improvements, Milepost 110W to 119 and Milepost 116E to 119. Invoices will not be processed before the progress report for that month’s activities have been submitted.

Invoices and progress reports are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cutoff date. The above referenced financial drawdown for the project will be submitted with each invoice. The Consultant shall submit time sheet summaries. Individual employees’ time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.

The Consultant shall immediately notify the Authority’s Design Liaison Engineer in writing if the percentage of fee earned exceeds the project percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs beyond the authorized fee.

The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.

The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.

C. Reference Material

The following reference material is available electronically for download at the Authority’s Secure File Sharing site.

1. Draft “Guide Rail Assessment, New Jersey Turnpike, Milepost 0-122” report prepared by Johnson, Mirmiran & Thompson, Inc. dated December 2022

Subsection A4
Staffing Estimate

Classification (ASCE-Grade)	Project Management	Survey / Mapping	Field Assessment / Matrix with Recommendations	Preliminary Design / DEMR	MPT Plans / Constructability Review	Final Design, Specifications and Engineer's Estimate	Utility Engineering	Permitting	Post Design Services	Total Hours
Project Manager ()										
Project Engineer ()										
Engineer ()										
Junior Engineer ()										
Survey Crews										
Other-Specify (Drafter/Tech ET-4)										
Other-Specify (Clerical)										
Total Hours										

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks such as Signing and Drainage, etc. as required to meet project needs.

Subsection A5
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%, or the individual Firm's overhead rate as determined by Federal Audit Regulation (48 CFR Part 31.105), 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 subconsultants.

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 A4.

Given the potential for out-of-scope activities to arise during the performance of this OPS, the Consultant is directed to include a 15% contingency of the burdened labor fee for "Unanticipated Services" in their Fee Proposal. These

contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, utility work orders, vendor invoiced printing of phase submission documents, final documents, Mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application 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.

Subsection A6
Prequalified and Eligible Consultants

1. Advantage Engineering Associates, P.C.
2. AECOM Technical Services
3. AmerCom Corporation
4. Arora and Associates, P.C.
5. ATANE Engineers, Architects and Land Surveyors, P.C.
6. Atkins North America, Inc.
7. Boswell Engineering
8. Buchart-Horn, Inc.
9. CDM Smith Inc.
10. Dewberry Engineers Inc.
11. French & Parrello Associates, P.A.
12. Gannett Fleming, Inc.
13. Gedeon Engineering, PC d/b/a Gedeon GRC Consulting
14. Greenman-Pedersen, Inc.
15. Hardesty & Hanover, LLC
16. HDR Engineering, Inc.
17. HNTB Corporation
18. IH Engineers, P.C.
19. Info Tran Engineers, PC
20. Infra Tech Engineering, LLC
21. Infrastructure Engineering, Inc.
22. Jacobs Engineering Group Inc.
23. Johnson, Mirmiran & Thompson, Inc.
24. KC Engineering and Land Surveying, P.C.
25. Kimley-Horn and Associates, Inc.
26. KMA Consulting Engineers, Inc.
27. KS Engineers, P.C.
28. Malick & Scherer, P.C.
29. McCormick Taylor, Inc.
30. McMahan Associates, Inc.
31. Michael Baker International, Inc.
32. Mott MacDonald LLC
33. MP Engineers, P.C.
34. NAIK Consulting Group, PC and KS Engineer, PC
35. Naik Consulting Group, P.C.
36. NV5, Inc.
37. Parsons Transportation Group, Inc.
38. Pennoni Associates, Inc.
39. Remington & Vernick Engineers
40. SJH Engineering, P.C.
41. Stantec Consulting Services, Inc.
42. STV Incorporated
43. T&M Associates
44. T.Y. Lin International
45. Taylor, Wiseman & Taylor
46. Tectonic Engineering Consultants, Geologists & Land Surveyors, D. P.C. Inc.
47. Traffic Planning and Design, Inc.
48. TransSystems Corporation
49. Urban Engineers, Inc.
50. Van Cleef Engineering Associates, LLC
51. WSP USA Inc.

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 (N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51), superseding Executive Order 134 (2004); N.J.S.A.19:44-20.26 (P.L.2005, c. 271, s.2) and Executive Order 117 (2008))
- 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 (N.J.S.A. 52:32-60.1 et seq. (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

Subsection B1 **Administrative and Agreement Information**

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval:

Certificate of Employee Information Report; or

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

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

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 RFEOI 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.

The Authority requests that all Firms submit a copy of the form entitled "*Certification of Non-involvement in Prohibited Activities in Russia or Belarus*" 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 thereunto, 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.