

November 15, 2024

TO: ALL QUALIFIED FIRMS

**SUBJECT: REQUEST FOR EXPRESSIONS OF INTEREST
ORDER FOR PROFESSIONAL SERVICES NO. P4053
SUPERVISION OF CONSTRUCTION SERVICES FOR CONTRACT NO. P200.670
CULVERT REPAIRS, MILEPOST 164 TO 172**

Enclosed herewith is a Request for Expressions of Interest (“RFEOI”) by the New Jersey Turnpike Authority (“Authority”) for professional engineering services required for supervision of construction services for Contract No. P200.670, Culvert Repairs, Milepost 164 to 172. (see Attachment A). In accordance with N.J.A.C. 19:9-2.8(b), this Order for Professional Services (“OPS”) is considered a Complex procurement.

To be considered as eligible and qualified to submit an Expression of Interest (“EOI”) for the professional engineering services being solicited in this RFEOI, a Firm must be prequalified in the following Profile Code(s):

Profile Code(s)	Description(s)
B153	Roadway Construction Inspection

A Qualified Firm, eligible to submit an EOI for this RFEOI solicitation, is one that has a **current approved** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority at the time of EOI submission. A current approved PSPQ is one that has been on file with the Authority for no more than 24 months.

Prequalification is not required for subconsultants. Prequalification **is** required for Joint Ventures.

A list of Qualified Firms eligible to submit an EOI for the above-referenced assignment is attached (see Attachment B(B4)). *Joint Ventures (*Qualified 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.

All submittals required pursuant to N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c.51), N.J.S.A. 19:44-20.26 (P.L. 2005, c.271s.2), P.L. 2023, c.30 (The Elections Transparency Act), and Executive Order 333 (2023 Murphy) will be requested from the Firm only. The relevant forms will be transmitted to the Firm by the Authority and are to be returned to the Authority within five (5) business days from receipt.

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

- ATTACHMENT A: Expression of Interest Submission Requirements (A1)
- ATTACHMENT B: Standard Information (B1 through B4)
- ATTACHMENT C: Supplemental Information and Forms (C1 through C13(m))
- ATTACHMENT D: N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for Architectural, Engineering and Land Surveying Services

STAFF QUALIFICATIONS

It will be the Firm's responsibility to ensure that the project is fully and adequately staffed for the successful completion of the project.

A description of services being solicited by this RFEOI which includes specific requirements relating to staffing required for the project can be found in Attachment B(B2), "Scope of Services".

PROJECT DESCRIPTION

The work to be performed under the referenced Order for Professional Services (OPS) will consist of Culver Repairs, Milepost 164 to 172 and other related work defined in the RFEOI's Scope of Services. The RFEOI is expected to be advertised on the Authority's website in November 2024 and the OPS is anticipated to be awarded at the March 2025 Commission Meeting.

The Authority will utilize a Secure File Sharing site ("Kiteworks") to share with and receive information from the Qualified Firms. Access to Kiteworks will be provided to the Qualified Firms via e-mail. Reference materials (*preliminary plans, studies, reports, etc.*) for this RFEOI will be made available for review in the "Reference Materials" folder.

If there are any questions or issues related to Kiteworks, please contact Jennifer Romero via e-mail at jromero@njta.com. The subject line should read "OPS No. P4053, Kiteworks Information".

SUBMISSION REQUIREMENTS FOR EXPRESSION OF INTEREST

Qualified Firms that are interested in being considered to perform these services as specified in the RFEOI, must submit a total of **five (5)** EOIs no later than **10:00 am on Wednesday, December 11, 2024** as follows: **One (1) PDF** copy uploaded to the "EOI" folder in Kiteworks and in accordance with the following naming convention: "OPS No. P4053-EOI-[Firm Name]"; and **four (4) hard copies** (one (1) original with cover clearly marked "**Original**" and three (3) copies) of the EOI shall be delivered to the Authority's Headquarters with the package clearly labeled with the Qualified Firm's name and the words, "EOI - OPS No. P4053", no later than the date and time referenced above. **Late submissions will not be considered** and will be returned unopened.

Expressions of Interest received by the date and time specified above, will be publicly opened via conference call only on submission closing date. Conference call details will be made available on the Authority's website at <https://www.njta.com/doing-business/current-solicitations>.

For anyone who wishes to participate, conference call access shall be open five (5) minutes prior to the time specified and shall remain open until all submitted proposer firm names have been read.

Expressions of Interest shall be delivered/addressed as follows:

Hand or Overnight Delivery

**New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Engineering Department
Highways/Buildings
Connor Miller, Project Engineer**

U.S. Mail

**New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Engineering Department
Highways/Buildings
Connor Miller, Project Engineer**

INQUIRIES

Inquiries pertaining to this RFEOI are to be directed in writing to Connor Miller, via e-mail at commiller@njta.com. with a copy to Michelle Cano, via e-mail at mcano@njta.com. The subject line should read "OPS No. P4053 - EOI Inquiry". **The deadline for inquiries is November 21, 2024.** The Authority will respond to all written inquiries received by the deadline. Each inquiry will be stated, and a written response provided. **Responses will be posted on the Authority's website under Doing Business/Current Solicitations on or before November 22, 2024.**

Qualified Firms will be responsible for submitting its EOI in accordance with this RFEOI and any modifications, revisions, and/or clarifications to this RFEOI, as may be issued by the Authority.

FIRM SELECTION

Upon receipt of the EOIs, and in accordance with N.J.A.C. 19:9-2.8(e), the Authority will review each Qualified Firm's submission for completeness and shall reject those EOIs that are incomplete. The Authority shall notify all Firms whose EOIs are determined to be incomplete in writing.

Once the EOIs have been evaluated for completeness, the Authority will create a list of Firms that shall receive the Request for Technical and Sealed Fee Proposals ("RFP"). 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 list of Firms most highly qualified to perform the project, in accordance with N.J.A.C. 19:9-2.8(e), who will receive an RFP.

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

RATING FACTORS		WEIGHT (%)	POINTS
1.	Experience of the Qualified Firm and its Subconsultants on Similar Projects	15	45
2.	Experience of the Resident Engineer on Similar Projects	20	60
3.	Key Personnel's Qualifications and Relevant Experience	15	45
4.	Understanding of the Project and the Authority's Needs	15	45
5.	Approach and Methodology in Performing the Services Required	15	45
6.	Commitment and Ability to Perform the Project and Outstanding Work with the Authority	10	30
7.	Commitment to Quality Management	5	15
8.	Attainment of DVOB and SBE Participation Goals	5	15
		100%	300

RATING FACTORS (to be summarized in the **Letter of Interest**):

1. Experience of the Qualified Firm and its Subconsultants on Similar Projects

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

The Qualified Firm is required to submit a completed Recent Project Experience Form listing all projects, with the Authority as well as referenced clients provided in the letter of interest, on which the Qualified Firm is currently working, or that have been completed (closed out) within the previous three (3) year period. A separate form shall be provided for the Qualified Firm and for each subconsultant.

2. Experience of the Resident Engineer on Similar Projects

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

The submitted resume of the proposed Resident Engineer 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).

3. Key Personnel's Qualifications and Relevant Experience

The Qualified Firm shall identify the Resident 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 Qualified 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 submitted resumes of proposed key personnel 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).

4. Understanding of the Project and the Authority's Needs

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

a. Understanding of the Project

The Qualified 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. Qualified 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.

b. Understanding of the Authority's Needs

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

5. Approach and Methodology in Performing the Services Required

The Qualified 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 Qualified 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 Qualified Firm shall identify key issues and potential problems and discuss alternatives and options which would lead to resolution. The Qualified 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.

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

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

a. Commitment and Ability to Perform the Project

The Qualified 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.

b. Outstanding Work with the Authority

The Qualified 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 Qualified Firms 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.

7. Commitment to Quality Management

The Qualified Firm shall discuss its Commitment to Quality Management and Quality Assurance/Quality Control ("QA/QC"). The Qualified Firm shall provide a written narrative that describes the Qualified Firm's quality assurance policy and how it intends to implement a quality assurance program specifically for this assignment. The Qualified 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.

8. Attainment of DVOB and SBE Participation Goals

The Qualified Firms 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 and Enterprise Services/Department of Treasury as a Disabled Veteran Owned Business Enterprise. Qualified Firms shall demonstrate how they will utilize DVOB Qualified Firms to achieve the 3% goal and add value to the project team.

The Qualified Firms also 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 and Enterprise Services/Department of the Treasury as a Small Business Enterprise.

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

ORDER FOR PROFESSIONAL SERVICES

The final OPS Agreement to be awarded and issued to the Firm shall be in a form consistent with the Authority's Standard OPS Agreement for Complex projects (which is available on the Authority's website at <https://www.njta.com/doing-business/ps-supplemental-forms>).

Very truly yours,

ORIGINAL SIGNED BY

Daniel L. Hesslein
Acting Chief Engineer

DLH:CM:mc
Attachments
c: A. McConnell
Review Committee
File

ATTACHMENT A

Expressions of Interest Submission Requirements

Subsection No. and Title

1. Expressions of Interest Submission Requirements

Subsection A1
Expression of Interest Submission Requirements

The EOI submission is limited to a maximum of **ten (10)** pages. This page limitation does not include the documents listed in Items 3-7 below. Only 8.5x11 letter-sized pages are permitted unless otherwise noted below.

To be considered for these services, each Qualified Firm, must submit the following:

1. **Letter of Interest (5 pages):** Letter of Interest shall be limited to a total of five (5) single-sided pages with 1-inch minimum borders and a minimum 11-pt font size. The letter should state the Qualified Firm's interest, ability, and its commitment to complete the requested professional services listed in Attachment B(B2), "Scope of Services". Additionally, it should detail, in order, the Qualified Firm's ability to meet the eight rating factors in the above-referenced "Firm Selection" section.

A brief transmittal letter **is excluded** from the above-referenced page count.

2. **Resumes (up to 5 pages):** Each resume for the Resident Engineer, Key Personnel team members, and proposed subconsultants should be on one (1) single-sided page. Resumes should detail relevant experience, professional/technical qualifications, and include dates for each project listed.
3. **Organizational Chart:** An organizational chart displaying key project team members for all primary tasks, including subconsultants. Provide names, titles, and reporting relationships for all team members. An 11x17 fold out page is permitted.
4. **Staffing Estimate:** The detailed staffing estimate for the work described herein shall include each task, by ASCE Grade/Classification, along with an estimate of total hours. An 11x17 fold out page is permitted.

The Authority has provided an estimate of the expected staffing for this OPS (see Attachment B(B3)). This information shall be considered by the Qualified Firm in the preparation of its project staffing schedule which must indicate when, during the course of the project schedule, they intend to deploy each member of the proposed staff and the duration over which the Qualified Firm intends to utilize staff based on the hours provided for in the staffing estimate. Further, the Qualified Firm shall evaluate the hours furnished and provide comment regarding the distribution, by ASCE Grade/Classification, scheduled deployment of staff, and task for which they believe modifications in the Engineer's Estimate may be appropriate to meet the project needs. If no comments are received, the Authority will assume the provided Staffing Estimate is appropriate to complete the assignment.

5. **Project Schedule:** A project schedule for this solicitation shall address the various tasks defined by the scope of services for this assignment. An 11x17 fold out page is permitted.
6. **Proposed Staff:** When proposing the same staff in multiple EOIs, the Qualified Firm must disclose one of the following:
 - a. A statement that all projects utilizing the same staff will be completed on time and include the plan for how that will be accomplished;
 - b. A statement that the Qualified Firm voluntarily withdraws from consideration for other EOIs 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.

The additional pages allowed shall include:

- i. 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).
- ii. One (1) single-sided, letter-sized page resume for up to seven (7) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.

- iii. Allowance for one (1) single-sided, letter-sized page, if necessary, to explain the Qualified Firm's modified approach to the project if it would be handled differently as a result of utilizing the alternate personnel.

Choosing option 6(c) above will add an additional eight (8) single-sided, letter-sized pages for alternate staff, thus increasing the maximum page allowance to eighteen (18) pages (not including Items 3-7above).

The Qualified Firm shall not include alternate staffing in their EOI unless they are required to do so in accordance with option 6(c) above. When appropriately included in the EOI, the proposed alternate 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.

7. Completed **Required Forms** as set forth in Attachment C(C13), "Forms Required to be Submitted".

Pages in excess of the stated 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.

The Fee Proposal shall be submitted as a cost-plus fee based on reimbursement of direct professional and technical salaries times a multiplier, not to exceed 2.35, plus direct expenses, subconsultant services and subcontractor services, at cost. **Shift differential reimbursement will not be considered. In addition, Resident Engineers are to be billed on a straight-time basis only. Overtime billing will not be considered for Resident Engineers.** The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit.

Subconsultant and subcontractor services are those required services performed by other firms or contractors at the Firm's direction.

For general services provided by the Firm's corporate officers, partners, owners and/or principals in a non-technical capacity, no compensation will be provided. When corporate officers, partners, owners, and/or principals are required to provide services in a technical capacity, the salaries for such individuals performing services in a technical capacity shall be reimbursable for direct salaries times a multiplier not to exceed 2.35.

No expenses or costs shall be billed unless specifically included in this EOI Solicitation and the Firm's final negotiated Fee Proposal.

Average rate per classification/grade will not be permitted to determine total labor costs. The Fee Proposal shall detail time (hours) and direct salary data for classifications conforming to the ASCE Professional and Technical Grades, as shown on the Staffing Estimate and as modified by the Qualified Firm, to account for all required services. Services shall be billed in accordance with the Firm's Fee Proposal.

Salary rate increases will be permitted in accordance with the following parameters:

- Salary increases for merit or cost of living will not be permitted for the first 12 months of any OPS Agreement from the date of execution.
- Starting at month 13, all staff, regardless of pay grade / title, will be allowed up to a maximum annual increase of 3%.
- The proposal salary rate increase schedule will apply to the Firm as well as all subconsultants.
- Salary rate increases as a result of a promotion are not subject to this policy.

The Qualified Firm's total Fee Proposal for these services shall be rounded to the nearest \$5,000.

Request for Expressions of Interest

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Supervision of Construction Services for Contract No. P200.670

Culvert Repairs, Milepost 164 to 172

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Salaries shall be charged at the Firm's hourly rates. The Firm is responsible for managing the assignment, adhering to the number of hours, salary rates and personnel, as proposed in the EOI 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 services or whenever the Firm proposes that an individual's rate be changed during the term of this OPS awarded pursuant to this RFEOI, provided such change is reflected in the Qualified Firm's Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, overtime must be approved by the Authority. The Fee Proposal shall follow and reflect the staffing estimate as shown in Attachment B(B3).

To assist in the Authority's management of its annual spending, the Qualified Firm shall include within the Fee Proposal the projected billings associated with these services, including monthly projections for the first two (2) years and quarterly billing projections for the duration of this assignment.

ATTACHMENT B

Subsection No. and Title

- B1. OPS Procurement Schedule and Anticipated Project Schedule
- B2. Scope of Services
- B3. Staffing Estimate
- B4. Compensation Basis
- B5. Qualified and Eligible Firms

Subsection B1
OPS Procurement Schedule

Request for Expressions of Interest Posted	November 15, 2024
Deadline for Written Inquiries	November 21, 2024
Posted Responses to Inquiries	November 22, 2024
Deadline for Submittal of Expressions of Interest.....	December 11, 2024
Request for Technical and Sealed Fee Proposals	January 3, 2025
Deadline for Submittal of Technical Proposals	January 24, 2025
Notice of Scheduled Oral Presentations	February 10, 2025
Oral Presentation, If Required	February 14, 2025
Recommendation to Award OPS.....	March 2025

Anticipated OPS Project Schedule

Notice to Proceed	May 2025
January 2025 Completion of Services	June 2027
Administration Project Closeout	September 2027

Subsection B2
Scope of Work

INTRODUCTION

The work to be performed under Contract No. P200.670, which is expected to be awarded at the Authority's January 2025 Commission Meeting, shall consist of rehabilitation of five (5) existing culverts. Culvert MP 164.1 (existing 106" W x 73" H multi-plate Corrugated Metal Arch Pipe (CMAP) arch lined with bituminous protective coating conveying Delford Brook under GSP NB and SB), Culvert MP 164.4 (60" Corrugated Metal Pipe (CMP) lined with bituminous protective coating conveying stormwater runoff from Parkway NB, SB the grass median, interchange 165 SB and portions of adjacent commercial and residential properties discharging into a tributary to sprout brook), Culvert MP 165.6 (existing 106" W x 73" H two multi-plate Corrugated Metal Arch Pipe (CMAP) lined with bituminous protective coating conveying a tributary to Soldier Brook under GSP NB and SB), Culvert MP 170.85N and MP 170.85S (existing 106" W x 73" H multi-plate Corrugated Metal Arch Pipe (CMAP) arch lined with bituminous protective coating conveying Bear Brook under GSP NB, James Gandolfini Service area, and GSP SB) The culverts are in the boroughs of Paramus and Montvale, Bergen County. The Contract also involves modification and new construction of concrete headwalls, reconstruction of existing storm drainage features in the vicinity of the culverts, stream diversion and traffic control on local and Authority Roadways. The estimated construction cost for Contract No. P200.6670 is \$25,223,000.

Key Staff Job Descriptions

1. Designate a part-time Project Manager for the project. The Project Manager shall be a professional Engineer licensed in the State of New Jersey. The Project manager shall have ten (10) years of related experiences on similar projects.
2. Provide one (1) full-time Resident Engineer during all periods of construction activity to perform construction inspection and administrative serves for cost control, progress control and quality control. Resident Engineer shall be Licensed Professional Engineers or NICET (National Institute for the Certification of Engineering Technicians) Level IV Certified or alternatively have ten (10) years of construction related experience at least half of which has been at the Resident Engineer level.
 - A. Conduct and or attend the Pre-Construction Meeting and other meetings as directed by the Authority.
 - B. Coordinate lane closing requests from the Contractor.
 - C. Instruct all testing laboratories hired by the Consultant or the Authority as to testing needs and to review all testing reports.
 - D. Inspect all construction materials to be used at the site to ensure compliance with the Plans and Specifications.
 - E. Review material certifications, as required.
 - F. Inspect all construction activities to ensure quality of workmanship.
 - G. Provide full-time construction supervision.

- H. Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager system.
- I. Prepare and approve monthly Certificates of Payment using the Authority's CapEx Manager System.
- J. Prepare and recommend for payment any and all contract Change Orders that may be required. Prepare independent cost estimates for supplemental and or extra work resulting from design or field contract revisions. Negotiate prices with Contractors for changes resulting from design or field contract revisions.
- K. Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager System.
- L. Prepare and forward, to the Authority, weekly quantity summaries for each item of the contract.
- M. Prepare bi-weekly narrative of progress problems, if any, for transmittal to the Chief Engineer.
- N. Review and approve the Contractor's progress schedule. In addition, review on a monthly basis the Progress Schedule and/or CPM (Critical Path Method) Schedule submitted by the Contractor. Make recommendations to the Chief Engineer concerning the Contractor's adherence thereto. Advise the Contractor in the solution of scheduling problems so as to complete the project on time, within budget, and in accordance with the Contract Drawings and Specifications.
- O. Review and approve all testing laboratory invoices.
- P. Maintain records covering running totals of quantities and costs while construction is in progress.
- Q. Review, approve and process all shop drawings, catalog cuts and methods of work and equipment.
- R. Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager system.
- S. Perform tests required to ensure material compliance with the Plans and Specifications.
- T. Review and approve lane closing forms prepared by the Contractor prior to submitting to the Authority for final approval.
- U. The Resident Engineer shall have a digital camera at their disposal at all times to document, with photographs, any unusual incidents, conditions or deterioration encountered which should be on record or which might require additional work and result in additional compensation by Change Order.
- V. Perform as utility Coordinator as required.
- W. Review the Contract Documents and familiarize himself/herself with, and verify in the field, all evident Electronic Toll Collection (ETC) facilities (in particular installation of fiber optic cable and its ancillary facilities) and any relocation and/or protection requirements identified in the Contract Documents.

The Resident Engineer shall also be familiar with the Contractor's requirements to comply with the "One Call Law" and the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 811 a minimum of three (3), but no more than ten (10) business days in advance of excavation work or other activity that may adversely affect the ETC facilities.

Review with the Contractor, at the Preconstruction Meeting, the Contract requirements for working at and/or in the vicinity of Authority ETC facilities.

A FIBER OPTIC CABLE CONTRACT DOCUMENT REVIEW CERTIFICATION Form FOC 2/22/00 shall be completed and signed by the Resident Engineer and delivered to the Authority no less than three (3) days prior to the Preconstruction Meeting. This document is found on the Turnpike Authority's website under Professional Services, under the section entitled, "Supplemental Forms."

- X. Furnish a Construction Products List (CPL) per guidelines for Resident Engineers found on the Authority's website.
- 3. Provide one (1) full-time Office Engineer/NICET Certified level III inspector and one (1) full-time NICET Certified Level III inspector and one (1) part-time NICET Certified Level III inspector for inspection services. Inspector shall be certified by the American Concrete Institute (ACI) minimum Concrete Field-Testing Technician, Grade 1. The duties of the inspector shall include, but not be limited to the following:
 - a. Inspect all construction materials to be used at the site to ensure compliance with the Plans and Specifications.
 - b. Inspect all construction activities to ensure quality of workmanship.
 - c. Maintain daily records of the numbers and classification of workers employed by the Contractors using the Authority's CapEx Manager System.
 - d. Prepare daily reports of all construction and engineering field work using the Authority's CapEx Manager System.
 - e. Prepare and forward to the Authority weekly quantity summaries for each item of the contract, with an appropriate format.
 - f. Maintain records covering running totals of quantities and costs while construction is in progress.
 - g. Maintain daily records of the type and size of equipment used on all construction operations using the Authority's CapEx Manager System.
 - h. Review traffic protection procedures.
 - i. Review and coordinate submittals as required per the Plans and Specifications.
 - j. Attend meetings or conferences as directed by the Authority.
 - k. Perform tests required to ensure material compliance with the Plans and Specifications.

DETAILED SCOPE OF SERVICES

The traveled way and its shoulders, along with local roads are to be closed with barrier and traffic cones and contract work will be carried out within these closures. Culvert repairs and replacements are being performed within Type 4 concrete construction barrier enclosures with various joint classes. Each culvert will require access driveways constructed, along with cofferdams and by-pass pumping, then heavy cleaning and a mandril test before ordering a new liner. Some utility relocation work will have to be carried out prior to culvert installation activities. These locations where a liner is being utilized, various repairs will have to be completed to stabilize the existing host pipe before the liner is installed. Once all pipelining and new culvert construction is complete, various headwall reconstruction and erosion stabilization items will be carried out along with other storm drainage work.

Due to various permitting and around the clock operations, staffing will be required at multiple sites concurrently and during off-hours.

The consultant personnel for this assignment shall be fully experienced with the above outlined work operations and maintenance and protection of traffic procedures and requirements. All personnel shall have thorough knowledge of material installation techniques, inherent repair techniques and material applications and be accustomed to high quality control standards and be capable of achieving the same.

The estimated construction cost for Contract No. P200.670, Culvert Repairs, Milepost 164 to 174 is approximately \$25,223,000 with a construction duration of approximately Twenty-Six (26) months, including contract closeout.

GENERAL

The Successful Qualified Firm shall provide services which shall include, but not be limited to, inspecting all work to ensure that it is done in compliance with the Contract Plans and Specifications, inspecting all construction materials to be used at the site to ensure compliance with the Contract Plans and Specifications, obtaining certifications of all manufactured materials, maintaining as-built information and the preparation of "as-built" plans, and all such other services as may be required to furnish a complete supervision service of high quality. The construction supervision services shall be provided in accordance with the Authority's manuals, Standard Drawings, Contract Plans, Standard Specifications, and Supplemental Specifications.

Specifically, the Successful Qualified Firm further agrees to:

1. Provide professional services for the supervision and inspection of construction, assigning qualified engineering personnel with capable supporting staff for that purpose. The Successful Qualified Firm will also be required to coordinate the projects included in this OPS with any and all projects undertaken by the Authority or other Agency that may affect the schedule prepared for these contracts.
2. Confer with the Authority regarding the details of field inspection services to be provided prior at the start of construction and after construction and make allowance for sufficient staffing to perform these administrative services.
3. Provide a part-time Project Manager, a full-time Resident Engineer, one (1) full-time Office Engineer/NICET Certified level III inspector and one (1) full-time NICET Certified Level III inspector during all periods of construction activity to perform construction inspection and administrative services for cost control, progress, and quality control. One (1) part-time Inspector shall be assigned, when needed, during peak construction phases of the contract. The Successful Qualified Firm shall refer to Subsection B3 for Staffing Estimate details. All personnel are expected to be familiar with culvert liner installation and rehabilitation work, drainage and erosion control installation work, staged construction, Concrete work, maintenance and protection of traffic procedures involving lane closings, concrete construction barrier placement/removal, and the associated coordination responsibilities for those lane closings with the Authority's Operations Department, as well as other agencies for local traffic control. A Traffic Control Coordinator (TCC) shall be required where lane or half-ramp closings are to be installed by the Successful Qualified Firm, subconsultant or subcontractor as part of construction inspection. A TCC will not be required for shoulder closings installed by the Successful Qualified Firm or vendor. Refer to Specifications Subparagraph 801.03(A)(6) for TCC requirements and certification.

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

- To prepare detailed, legible, daily reports of all construction and engineering fieldwork in CapEx. Changes in weather conditions and specific field operations shall be noted by time and location, on the daily report.
- To identify to Authority staff any environmental, right-of-way, and community relations problems that may impact construction progress and would require action for resolution by non-construction personnel, such as the Authority's

Law or Real Estate staff or consultants, or its Media Relations Coordinator.

4. The total inspection and supervision force requires five (5) full and part-time personnel. Due to the nature of this project, around-the-clock staffing may be required for certain activities. For this reason, an additional part time inspector is needed for a two-shift operation to fully staff this project. In addition, a part-time Drafting/CADD Technician will be required for this assignment for services described herein.
 - a. The Resident Engineer shall supervise and direct staff whose full-time office shall be at the field office. The Resident Engineer shall respond to calls from Authority staff and be present in the field to observe and/or assist with procedures and/or incidents that affect Parkway traffic. Either the Project Manager or Resident Engineer must be available 24 hours a day.
5. Conduct a detailed review of the contractors' computer-generated CPM progress schedules monthly, including analysis of the logic associated with these schedules. The schedule shall be in the latest version of Primavera.
 - a. The Contractor shall provide a master project baseline schedule, incorporating all inter-related milestones between the respective contracts. The master schedule shall be updated monthly by the Contractor, incorporating the progress reflected in the respective contracts.
 - b. The Successful Qualified Firm shall provide advanced indication of schedule delays or associated cost increases from approved contractor plans, and recommend remedial action to the contractor, and/or the Authority.
 - c. The Successful Qualified Firm shall advise the Contractor in the solution of scheduling problems so as to complete the project on time, within budget, and in accordance with the Contract Drawings and Specifications.
6. Inspect, record, and ensure acceptable progress on all Utility Work Orders. The Successful Qualified Firm shall review, recommend payment of, and submit for processing, Utility Work Order invoices.
7. Provide off-hour staffing, as periodically required throughout the project, at weekday, nighttime, weekends, and weekend nighttime. The contract work will be carried out in stages. Due to the need for nighttime work at certain times required primarily for shifting traffic; placing, resetting, and removing concrete construction barrier between construction stages, certain key construction operations, and HICC Cycles, two (2) shift field supervision staffing may be necessary.
8. Conduct the preconstruction meeting, final inspections, and regular job progress meetings, attend all meetings called by the Authority and prepare written minutes of all meetings attended. The Successful Qualified Firm shall prepare and distribute minutes of all meetings after review by the Authority's Liaison within five (5) business days of the meeting. The job progress meetings shall include a monthly review of "best practices". This discussion may be held as a separate break out meeting or in the conduct of the routine progress meeting. Participation by the Design Engineer shall be required by the Engineer when warranted.
9. Conduct preconstruction meetings with the contractor, subcontractors and utility owners pertaining to safety, maintenance and protection of traffic, construction staging, steel erection, routing of contractor vehicles, or other issues as deemed necessary. The meetings shall cover proper equipment, methods of construction, grade control, asphalt and concrete supply, and other pertinent, significant matters relating to the construction.
10. Review with the Contractor requests for supplementary traffic patrols and slowdowns for compliance with the warrants outlined in the Supplementary Specifications and approve the request prior to submittal to the Authority. The Successful Qualified Firm shall review with the Contractor requests for lane or shoulder closings for compliance with the contract requirements and present those requests, after approval, at the Authority's weekly lane closing meeting.
11. Coordinate MPT on local roadways with state and local authorities having jurisdiction. The Successful Qualified Firm shall ensure the Contractor verifies that traffic safety devices are in place prior to work each day, and at the end of each day, per approved plan.
12. Review contractor's requests for additional compensation and claims and make recommendations regarding payment of such requests and claims, if asked for by the Authority, except as hereinafter provided.

13. Maintain records regarding such activities as may be required to resolve contractor requests for additional compensation. Where the performance of a claim review requires unreasonable personnel time and is considered by the Authority "Extra Work", the Authority may increase the authorized ceiling of the OPS and the Successful Qualified Firm shall be paid equitably for such services and expenses as may be mutually agreed upon by the Successful Qualified Firm and the Authority.
14. Coordinate the construction activities with neighboring agencies, local communities, utility owners and other contractors working concurrently in the same or adjacent work zones.
15. Monitor the Contractor's staging and approved disposal areas if, within Authority's right-of-way, to ascertain compliance with the Authority's requirements and to ensure no unauthorized dumping is taking place. The Successful Qualified Firm shall take immediate corrective action if any deviation from the specified requirements occurs.
16. Review the Contractor's proposed construction methods, including but not limited to culvert and headwall repairs, form construction, and steel liners to ensure conformance with the specifications. The Successful Qualified Firm may be required to sign Hazardous Waste Manifests associated with the project.
17. Obtain, and review material certificates and delivery tickets as may be required for materials utilized within the permanent work.
18. The Successful Qualified Firm is advised that the Authority has implemented CapEx Manager for reporting project progress, spending activity, generating Certificates of Payment and general construction management tasks. The Successful Qualified Firm will be responsible for all actions related to CapEx.
19. Prepare and maintain formal documentation to establish construction-related activities by date, work effort, manpower, equipment, and material utilizing CapEx.
20. Prepare and submit for processing, certificates of payment as required for construction contracts, each month or semi-monthly using CapEx. The Successful Qualified Firm shall maintain computerized records covering running totals of quantities and costs while construction is in progress.
21. Prepare, and recommend for payment, Change Orders that may become necessary due to changed conditions and/or extra work during construction. Change Orders shall be provided with detailed information of such changed conditions, along with appropriate supporting documentation and Engineers Estimate, as required. Change Orders shall be processed using CapEx.
22. Review and process all shop drawings, catalog cuts, material certifications, methods of work and equipment. As part of the shop drawing process, the Successful Qualified Firm shall inspect and review all shop drawings for completeness, deviations from previously employed and approved methods, field condition applicability and constructability, and shall advise the Design Engineer accordingly. Responsibility for shop drawing review will be in accordance with the Material Review Acceptance Matrix. The Successful Qualified Firm shall conduct a shop drawing kick-off meeting which shall include the Design Engineer and Contractor. This meeting will be held at the Successful Qualified Firm's field office to review and document the anticipated schedule of submissions and the specific requirements for shop drawings considered significant, complex and/or critical to the construction schedule. The purpose of the meeting shall be to align the expectations for all parties involved in the submission and review process.
23. Notify the Authority's Liaison immediately in case of accidents affecting the contractor or contract work activities. In such cases, the Successful Qualified Firm shall prepare reports detailing accident(s) affecting the contractor, the Successful Qualified Firm, and/or their respective personnel.
24. Document with photographs any unusual incidents, conditions, or construction methods encountered, which should be on record, or which might require additional work resulting in additional compensation, by change order. The inspector shall have a digital camera, equipped with flash, at their disposal at all times for this purpose.
25. Layout and schedule "if and where directed," emergency repair, or accident damage repair work based on priority and maintain records for contractor manpower and equipment.

26. Solicit cost proposals from multiple testing laboratories for the core testing services required for this assignment. A summary of these costs, along with the Successful Qualified Firm's recommendations as to which Firm(s) to engage, shall be presented to the Authority's Liaison for review and approval within thirty (30) days of the notice to proceed. The Successful Qualified Firm's recommendations shall be based on an assessment of the testing laboratory/laboratories accreditations, technical capabilities, availability, and cost. The Successful Qualified Firm shall not proceed with the implementation of testing services without written approval from the Authority's Liaison. The testing laboratory/laboratories shall be AASHTO accredited, and it shall be the Successful Qualified Firm's responsibility to confirm that their accreditations are up to date for the services to be provided. Testing laboratories shall be retained and managed by the Successful Qualified Firm. The Successful Qualified Firm will be reimbursed by the Authority as a direct expense. **For the purpose of developing the Fee Proposal, the Successful Qualified Firm shall include \$40,000.00 as a direct expense for testing services.**

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

- a. The testing laboratory retained by the Successful Qualified Firm shall also perform testing of asphalt and concrete in place properties, embankment densities, and soil/aggregate testing. The Successful Qualified Firm will be responsible for on-site sampling of concrete material and all on-site visual inspections.
 - b. The Authority will be copied by the testing laboratory on all testing reports.
 - c. The approved testing laboratory must have current AASHTO accreditation for all of the following AASHTO testing procedures (ASTM equivalents); T30, T164 (D2172), T209, T269 (D3203), T22 (C39) T119 (C143), T121 (C138), T141 (C172), T152 (C231), and T196 (C173).
 - d. Evidence of AMRL and CCRL inspection will not be accepted in lieu of AASHTO accreditation.
27. The Successful Qualified Firm's inspection staff shall ensure compliance with the contract plans and specifications, report on the quantities of materials furnished, the numbers and classification of workmen employed, the type and size of equipment used on all construction operations, perform tests as may be required to ensure material compliance with the specifications, and evaluate and approve the quality and workmanship of all contract work.
28. Staff the project office at all times when the Contractor is working each weekday to receive mail, issue correspondence in a timely manner, and maintain files pertinent to the project.
29. Participate in the final inspection of the completed work, prepare a "punch list" resulting from such inspections, measure all pay items of work and make certifications that the work has been completed in accordance with the plans and specifications, and prepare the Final Certificate of Payment.
30. Maintain as-built records and prepare as-built drawings within 30 days of the final inspection.
- a. The Successful Qualified Firm will be responsible for making all corrections to the contract documents due to changes made during the construction of the project.
 - b. The Successful Qualified Firm will mark-up contract drawings to indicate actual work performed. The corrections shall be made into final As-Built Drawings and provided electronically and hard copy following the Authority's Design Manual and Procedures Manual. Existing mylars drawings will be provided by the Authority if requested.
 - c. The Successful Qualified Firm will be furnished with the MicroStation files. Corrections on MicroStation files shall be made in accordance with the current version of the Authority's Design Guide for CADD Files, as stipulated on the Authority's website.
31. The Successful Qualified Firm shall review the Contract Documents and familiarize themselves with, and verify in the field, all evident Electronic Toll Collection (ETC) facilities (in particular installation of fiber optic cable and its ancillary facilities) and any relocation and/or protection requirements identified in the Contract Documents.

The Resident Engineer shall also be familiar with the Contractor's requirements to comply with the "One Call Law" and the N.J. Board of Public Utilities Excavator Handbook for damage prevention of buried utilities. The One Call System can be reached by dialing 811 a minimum of three (3), but no more than ten (10) business days in advance of excavation work or any other activity that may adversely affect the ETC facilities. Review with the Contractor, at the Pre-Construction Meeting, the Contract requirements for working at and/or in the vicinity of Authority ETC facilities.

The Successful Qualified Firm shall take all precautionary measures required to safeguard these facilities. The Successful Qualified Firm is required to execute the Authority's Fiber Optic Contract Document Review Certification. This document is found on the Authority's website under "Professional Services/Expression of Interest" section under "Supplemental Forms."

32. The Successful Qualified Firm shall conduct a post-construction meeting(s) with the Design Engineer and Contractor to review the project in its entirety for the purpose of identifying areas for improvement and areas of excellence from the perspective of each project participant. The purpose of the meeting is to provide an open forum to discuss and review measurable and actionable recommendations for future projects based on the information compiled from the monthly "Best Practices" meetings. The participants shall include key project personnel, principals, and decision makers from each Firm. The Successful Qualified Firm shall identify their findings and recommendations in a "Best Practices" document which shall detail items for further consideration and evaluation by the Authority. The document shall be in a format approved by the Authority's Liaison and delivered to the Authority following the conclusion of construction during the contract closeout process.
33. To furnish a Construction Products List (CPL) per the QPL Guidelines for Resident Engineers found on the Authority's website.
34. Prepare and submit a monthly Progress Report including program schedule and cost and time weighted percent complete.
35. Review and approve lane closing forms prepared by the Contractor prior to submitting to the Authority for final approval (via the NJTA lane closure system).

REFERENCE MATERIALS:

The contract documents are available for review electronically through the Authority's Secure File Sharing Site. Access to the secure workspace will be provided to all prequalified and eligible Qualified Firms 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 Connor Miller via e-mail at commiller@njta.com. The subject line should read, "OPS No. P4053 Secure File Sharing Site Information. The Following reference material is available for review:

- a. Contract No. P200.670 Phase C Submission Plans
- b. Contract No. P200.670 Phase C Submission Supplementary Specifications
- c. Contract No. P200.670 Phase C Construction Schedule
- d. Contract No. P200.670 Phase C Material Acceptance Criteria Matrix

Subsection B3
Staffing Estimate

Classification (ASCE-Grade)	Regular	Overtime	Unanticipated	Total Hours
Project Manager (PT)	510			510
Resident Engineer (PE/NICET IV) (FT)	5,120		500	5,620
Office Engineer/Inspector (NICET III) (FT)	5,120	300	300	5,720
Inspector (NICET III) (FT)	4,320	400	400	5,120
Inspector (NICET III) (PT)	2,000	150	100	2,250
Scheduler (PT)	160			160
Survey Crew (PT)	400			400
Drafter/CAD Tech (PT)	400			400
Total Hours	18,030	850	1,300	20,180

Subsection B4
Qualified and Eligible Firms

1 Advantage Engineering Associates, P.C.	32 KS Engineers, P.C.
2 AECOM Technical Services	33 LiRo Engineers, Inc.
3 AmerCom Corporation	34 M&J Engineering, P.C.
4 APTIM Environmental & Infrastructure, LLC	35 Maitra Associates, P.C.
5 AREA Engineering, Inc.	36 MAKES Engineers, PC
6 Arora and Associates, P.C.	37 Malick & Scherer, P.C.
7 ATANE Engineers, Architects and Land Surveyors, P.C.	38 McCormick Taylor, Inc.
8 AtkinsRéalis USA Inc.	39 Michael Baker International, Inc.
9 Boswell, Inc.	40 Mott MacDonald LLC
10 CDM Smith Inc.	41 MP Engineers, P.C.
11 Churchill Consulting Engineers, P.C.	42 NAIK Consulting Group, P.C.
12 CME Associates	43 Omsum Engineering, LLC
13 Colliers Engineering & Design, Inc.	44 PARA Engineers LLC
14 D&B Engineers and Architects of New Jersey, P.C.	45 Parsons Transportation Group, Inc.
15 Dewberry Engineers Inc.	46 Pennoni Associates, Inc.
16 Enovate Consulting, LLC	47 PKB Engineering Corporation
17 French & Parrello Associates, P.A.	48 Popli, Architecture + Engineering & LS, DPC, dba Popli Design Group
18 Gannett Fleming, Inc.	49 Remington & Vernick Engineers
19 Greenman-Pedersen, Inc.	50 SI Engineering, PC
20 H2M Associates, Inc.	51 SJH Engineering, P.C.
21 Hardesty & Hanover Construction Services, LLC	52 Stantec Consulting Services, Inc.
22 HDR Engineering, Inc.	53 STV Incorporated
23 Hill International, Inc.	54 T&M Associates
24 HNTB Corporation	55 T.Y. Lin International
25 IH Engineers, P.C.	56 TechniQuest Corporation
26 INFOTRAN Engineers & Architects P.C.	57 Techno Consult, Inc
27 Infra Tech Engineering, LLC	58 Tectonic Engineering Consultants, Geologists & Land Surveyors DPC Inc.
28 Jacobs Engineering Group Inc.	59 Traffic Planning and Design, Inc.
29 Johnson, Mirmiran & Thompson, Inc.	60 Urban Engineers, Inc.
30 Joseph Jingogli & Son, Inc	61 Van Cleef Engineering Associates, LLC
31 KC Engineering and Land Surveying, P.C.	62 WSP USA Inc.

ATTACHMENT C
Standard Information and Forms

Subsection No. and Title

- C1. Administrative and Agreement Information
- C2. Mandatory Equal Employment Opportunity Language, *N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.*
- C3. State Consultant Political Contributions Compliance, *N.J.S.A. 19:44A-20.13 to 20.25 (P.L. 2005, c. 51), N.J.S.A. 19:44-20.26 (P.L. 2005, c. 271s.2), P.L. 2023, c. 30 (The Elections Transparency Act) and Executive Order 333 (2023 Murphy)*
- C4. Right to Audit
- C5. Antidiscrimination Provisions
- C6. Standards Prohibiting Conflicts of Interest, Executive Order 189 (1988 - Kean)
- C7. ADA Indemnification Act
- C8. Diane B. Allen Equal Pay Act
- C9. Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis, *N.J.S.A. 52:34-15 (P.L. 1954, c48, s. 10)*
- C10. Prompt Payment Act, *N.J.S.A. 2A:30A*
- C11. Code of Ethical Standards
- C12. Small Business Enterprise and Disabled Veteran-Owned Business Programs
- C13. Forms Required to be Submitted:
 - a. Affidavit of Eligibility/Disclosure of Material Litigation
 - b. Small Business Enterprise/Disabled Veteran Owned Business
 - c. Disclosure of Investment Activities in Iran
 - d. Prohibited Activities in Russia or Belarus
 - e. Source Disclosure Certification
 - f. Ownership Disclosure
 - g. Business Registration Act
 - h. Set-Off for State Sales Tax
 - i. Affidavit of Moral Integrity
 - j. Disclosure of Outstanding Work
 - k. Recent Project Experience
 - l. Commitment of Proposed Project Staff
 - m. Certification of Staff Availability

Subsection C1
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 Firm in the preparation of their Expression of Interest or Fee Proposal.

Addendum to EOI Solicitations

If, at any time prior to the Authority receiving responses to this RFEOI, it becomes necessary to revise any part of this RFEOI, or if additional information is necessary to enable firms to adequately interpret the provisions of this RFEOI, an addendum to the RFEOI will be made available on the Authority's web-site, www.njta.com, as described herein.

Acceptance and Rejection of EOIs and Fee Proposals

Any award of this OPS will be made in accordance with N.J.A.C.19:9-2.8. The issuance of this RFEOI soliciting Expressions of Interest and Fee Proposals does not, in any manner or form, commit the Authority to award any OPS. The contents of the RFEOI, EOI, and a final negotiated Fee Proposal may become a contractual obligation, if an EOI submitted in response to the RFEOI 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 response to the RFEOI, including its EOI, may result in rescission of any OPS awarded by the Authority. The Authority shall not be obligated at any time to award any OPS. The Authority reserves the right to accept or reject any or all proposals or to negotiate with any proposer, to waive minor noncompliance, amend or supplement the RFEOI, re-advertise the RFEOI, or abandon a procurement, and/or take such other steps deemed necessary and in the best interest of the Authority, in accordance with applicable law.

Errors or Omissions in RFEOI

It is the firm's responsibility to bring to the attention of the Authority during the RFEOI any errors, omissions, or non-compliance discovered in the RFEOI. By neglecting to do so, the firm will be responsible to make any resulting changes without additional compensation if awarded the OPS.

Dissemination of Information

Information included in this RFEOI or in any way associated with this project is intended for use only by the firms submitting an EOI 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 any firm, except in replying to this RFEOI solicitation.

News Releases

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

Public Records

This RFEOI, and any response to the RFEOI, including an EOI and Fee Proposal submitted by a firm in response to the RFEOI, shall constitute a public document subject to disclosure in accordance with New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA). Any firm responding to the RFEOI may request that the Authority's Director of Law deem certain

information contained in its response to be personal, financial, or proprietary information that is exempt from disclosure under OPRA.

The Authority reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The Authority will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the Authority does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Subsection C2

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 consultant or subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant 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 consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 consultant or subconsultant 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 consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The consultant or subconsultant 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 consultant or subconsultant 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 consultant 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 consultant and its subconsultants 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 C3

State Consultant Political Contributions Compliance

***N.J.S.A. 19:44A-20.25 (P.L. 2005, c.51) superseding Executive Order 134 (2004),
The Elections Transparency Act," P.L. 2023, c.30,
and Executive Order 333 (2023 Murphy)***

Election Transparency Act, P.L. 2023, c. 30; Fair and Open Exception

In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the "Act"), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contributions proscription that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any proposer submitting a proposal will not prohibit any contract award thereto if such proposer is deemed the successful proposer.

Annual Report of Contributions to the Election Law Enforcement Commission

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

Breach of Terms of Government Contract

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 Act, (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 of any candidate of holder of the public office of Governor or Lieutenant Governor; (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 Act; (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 Act; 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 Act.

Subsection C4

Right to Audit

Pursuant to N.J.A.C. 17:44-2.2, the New Jersey Office of the State Comptroller (OSC) has the authority to audit or review contract records, as follows:

- a. Relevant records of private vendors or other persons entering into contracts with covered entities, including the Authority, are subject to review by the OSC pursuant to N.J.S.A. 52:15C-14(d).
- b. Any Consultant awarded a contract shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the OSC upon request.

Subsection C5

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 consultant, nor any person acting on behalf of such consultant or subconsultant, 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 consultant, subconsultant, 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 consultant 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 consultant from the contracting public agency of any prior violation of this attachment of the contract.

Subsection C6

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, Qualified 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 C7
ADA Indemnification Act

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, shall be a part of any OPS awarded under pursuant to this RFEI. In providing any aid, benefit, or service on behalf of the Authority pursuant to any such 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 any OPS awarded pursuant to this RFEI, 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 that 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 any contract awarded pursuant to this RFEI 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 that may arise out of their performance of any OPS awarded pursuant to this RFEI. 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 any OPS awarded pursuant to this RFEI, nor shall it 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 any OPS awarded pursuant to this RFEI or otherwise at law.

Subsection C8

Diane B. Allen Equal Pay Act

Pursuant to 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 consultant 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 C9

Warranty by Contractor of No Solicitation on Commission or Contingent Fee Basis

N.J.S.A. 52:34-15 (P.L. 1954, c. 48, § 10)

Every contract or agreement negotiated, awarded or made pursuant to N.J.S.A. 52:34-15 shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

Subsection C10

Prompt Payment Act

N.J.S.A. 2A:30A

Pursuant to the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., payment to the Successful Qualified Firm under any contract awarded pursuant to this RFEI shall be processed and paid as follows:

1. All consultant bills shall be deemed approved and certified for payment 20 days after the receipt unless before the end of the 20-day period a written statement of the amount withheld and the reason for withholding payment is provided.
2. If the billing is approved, the bill shall be paid in the Authority's subsequent payment cycle.

Subsection C11
Code of Ethical Standards

The Authority 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 at <https://www.state.nj.us/ethics/docs/ethics/uniformcode.pdf>. By submitting an Expression of Interest and Fee Proposals, the Successful Firm will be subject to the intent and purpose of said the Code and to the requirements of the State Ethics Commission.

Subsection C12
Small Business Enterprise and Disabled Veteran-Owned Business Programs

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 and 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 seeks participation of these SBEs in the performance of certain Orders for Professional Services (OPS). At the time of submission of its Expression of Interest, the firm must include either (1) evidence of the use subconsultants who are registered with the Division as an SBE and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least twenty-five percent (25%) of the total value of any OPS awarded pursuant to this RFEOI, or (2) demonstration of a good faith effort to meet the goal of awarding at least twenty-five percent (25%) of the total value of the OPS to subconsultants who are registered with the Division as an SBE.

During this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants' SBE registration(s). In the event that, prior to the time of award, a firm has not demonstrated to the Authority's satisfaction, that good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:13-4.2.

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. 17:13-1.1 et seq., the selected firm (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 a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the SBE subconsultants listed on the SBE/DVOB Utilization 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.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:13-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible SBEs:

1. Firm shall attempt to locate qualified potential SBE subconsultants.
2. Firm shall request a listing of small businesses from the Division and the Authority, if none are known to the firm submitting a proposal.
3. Firm shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, including receipts from certified mail and telephone records.
4. Firm shall provide all potential SBE subconsultants with detailed information regarding the solicitation, project description and specifications, including proof of advertisements in general circulation media, professional service publications and minority and women focus media.

5. Firm shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants that submit higher than acceptable fee estimates.
6. Firm shall provide evidence of efforts made to identify work categories capable of being performed by SBEs; and
7. Firm 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.

The Successful Qualified Firm shall maintain adequate records to document its efforts and shall 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 and Enterprise Services ("Division") and the Department of Treasury ("Treasury") in N.J.A.C. 17:14-1.1, have the opportunity to compete for and participate in the performance of consultant services. The Authority seeks participation of these DVOBs in the performance of certain Orders for Professional Services (OPS). The firm's Expression of Interest must include either (1) evidence of the use of subconsultants who are registered with the Division as a DVOB, and whose collective participation in performance of subconsultant services meets or exceeds the goal of at least three per cent (3%) of the total value of any OPS awarded pursuant to this RFEOI or (2) demonstration of a good faith effort to meet the goal of awarding at least three per cent (3%) of the total value of the OPS to subconsultants who are registered with the Division as a DVOB.

During the Expression of Interest portion of this procurement, as part of the fee negotiation process, firms must submit proof of their subconsultants DVOB registrations. In the event that, prior to the time of award, a firm has not demonstrated, to the Authority's satisfaction, that a good faith effort was made to accomplish the above stated goal, the Authority is precluded from awarding the firm the OPS in accordance with N.J.A.C. 17:14-4.2.

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. 17:14-1 et seq., the selected firm (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 a Consultant, at any time during the course of an OPS, and for any reason, intends to make any additions, deletions, or substitutions of the DVOB subconsultants listed on the SBE/DVOB Utilization 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.

A firm submitting a proposal shall take the following action, in accordance with N.J.A.C. 17:14-4.3, in establishing a "good faith effort" to solicit and award subconsultant contracts to eligible DVOBs:

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

The Successful Qualified Firm shall maintain adequate records to document its efforts and shall provide same to the Authority upon request.

Subsection C13
Forms Required to be Submitted

Qualified Firms shall submit the following completed, executed forms at the time of submission of their Expression of Interest. The following forms are available at www.njta.com under *Doing Business, Engineering Professional Services, PS Supplemental Forms*.

a. Affidavit of Eligibility/Disclosure of Material Litigation

A completed Affidavit of Eligibility/Disclosure of Material Litigation form for review by the Authority's legal counsel shall be submitted by firms at the time of submission of their Expression of Interest for each firm, each member of a joint venture and all subconsultants. Each firm, each member of a joint venture and all subconsultants shall certify that it is not suspended, disbarred, or disqualified from bidding on any state or federal contracts. Furthermore, no litigation shall be pending or brought against the firm that could materially affect its ability to perform the OPS described herein. Each 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.

b. Small Business Enterprise/Disabled Veteran Owned Business

Firms shall submit a Small Business Enterprise/Disabled Veteran Owned Business (SBE/DVOB) Utilization form at the time of submission of their Technical and Fee Proposals in accordance with the Authority's SBE/DVOB Programs.

c. Disclosure of Investment Activities in Iran, N.J.S.A. 52:32-58

A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

The Department of Treasury's 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, such person or entity 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.

*Note: While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-58 et seq. this certification is required prior to award of any contract, the Authority requests that Qualified Firms complete and submit the form entitled "Disclosure of Investment Activities in Iran" at the time of submission of their Expression of Interest.

d. Prohibited Activities in Russia or Belarus

N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, C.3) (the "Act") states that prior to contract award, the awardee must certify that neither the awardee, nor any of its parents, subsidiaries, or affiliates, have engaged in prohibited activities in Russia or Belarus. However, the enforceability of N.J.S.A. 52:32-60.1 et seq. was challenged in the United States District Court for the District of New Jersey. On December 22, 2023, a company obtained a permanent injunction from the United States District Court, which enjoined the State from enforcing N.J.S.A. 52:32-60.1 on the ground that it would conflict with the existing federal sanctions regime and the United States Constitution's Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that the Act "shall not apply in circumstances when its application would violate federal law." Accordingly, to enforce the Act in a manner consistent with the District Court's decision and federal law, New

Jersey deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the United States Department of Treasury, Office of Foreign Assets Control (OFAC), on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <https://sanctionssearch.ofac.treas.gov/>.

Consistent with the District Court's decision, the New Jersey Turnpike Authority has revised its *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form. Accordingly, prior to entering into any Agreement(s) hereunder, Successful Proposer(s) shall be required to complete and submit to the Authority the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form.

e. 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:

- i. The location by country where the services under contract will be performed.
- ii. 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).

f. Ownership Disclosure

Pursuant to N.J.S.A. 52:25-24.2, prior to the receipt of the proposal or accompanying the proposal, every corporation or partnership or limited liability company submitting a proposal shall submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest

Each Qualified Firm shall submit a completed Ownership Disclosure form with the Technical and Fee Proposals.

g. 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 Qualified Firm prior to award of any OPS pursuant to this RFEOL in the form of a valid Business Registration Certificate (BRC) 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. Proposers who are registered can go to https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp to obtain a copy of their BRC. If a Proposer is not registered, it can obtain information for registering its business with the New Jersey Division of Revenue by visiting the following link: <https://www.state.nj.us/treasury/revenue/busreqcert.shtml>. Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292- 9292.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or that provides false information of business registration, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

*****Note:** While the Authority acknowledges that, pursuant to N.J.S.A. 52:32-44 et seq., a BRC is required prior to award of any contract, the Authority requests that Qualified Firms submit their BRCs at the time of submission of their Expression of Interest.

h. Set-Off for State Sales Tax

Pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of 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 and services or construction projects, at the same time a taxpayer, 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 of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions that might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35), shall be stayed.

Qualified Firms are requested to complete and submit a State Tax Set-Off form.

i. Affidavit of Moral Integrity

Qualified Firms shall complete, sign, and submit a notarized Affidavit of Moral Integrity form together with submission of their Expression of Interest.

j. Disclosure of Outstanding Work

Qualified Firms shall complete and submit the Disclosure Forms for the prime and all subconsultants indicating outstanding work with the Authority with their Expression of Interest.

k. Recent Project Experience

Qualified Firms shall complete and submit with their EOI, a Recent Project Experience form for the prime Qualified Firm and for each subconsultant.

l. Commitment of Proposed Project Staff

Qualified Firms shall complete and submit with their EOI, a Commitment of Proposed Project Staff form stating the percentage of time each member, including subconsultant staff, is available to commit to this assignment.

m. Certification of Staff Availability

Qualified Firms shall complete and submit with their EOI, a Certification of Staff Availability form wherein the Qualified Firm shall certify that the staff proposed in its EOI will be used in the performance of the project.

ATTACHMENT D

**N.J.A.C. 19:9-2.8 Procedures for Prequalification and Award of Contracts for
Architectural, Engineering and Land Surveying Services**

(a) This section shall apply to contracts for architectural, engineering, and land surveying services that are not subject to N.J.A.C. 19:9-2.2(d), 2.3, or 2.5. The Authority may choose to apply this section to contracts below the public bidding threshold as set forth in N.J.S.A. 27:23-6.1.b in its sole discretion. The Authority may use procurement processes other than those prescribed in this section if those processes have been approved by the Federal government or other State statute, rule, or executive order, or if an emergency has been declared by the Executive Director. Where a procurement involves the proposed use of Federal funds, and Federal law, regulations, or guidelines require a procurement procedure other than those prescribed in this section, the Authority shall follow the Federal procedures. All procedures provided for herein that are consistent with Federal requirements shall be followed.

(b) The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

"Complex projects" means projects other than "simple projects," and includes most projects involving transportation, planning or complex design, or any project having an estimated fee over \$ 2,000,000.

"Director" means either the Chief Engineer, Director of Operations, or Director of Maintenance, depending on whether the contract emanates from the Engineering Department, Operations Department, or the Maintenance Department.

"EOI" means an expression of interest from firms interested in performing professional architectural, engineering and land surveying services for the Authority.

"Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to provide professional architectural, engineering or land surveying services in this State.

"Professional architectural, engineering, and land surveying services" means those services, including, but not limited to, planning, design, environmental, and construction inspection services required for the development and construction of projects, within the scope of the practice of architecture, professional engineering, or professional land surveying as defined by the laws of this State or those services performed by an architect, professional engineer, or professional land surveyor in connection with his or her professional employment practice, and which are subject to N.J.S.A. 52:34-9.1 et seq.

"Review committee" means the committee assigned to review a contract for professional architectural, engineering and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

"Simple projects" means projects or other engineering services where the scope can be clearly defined and is not likely to change during the course of the project where the estimated fee is \$ 2,000,000 or less. Simple projects include, but are not limited to, bridge inspection projects, supervision of construction projects and highway and bridge design projects with an estimated fee of \$ 2,000,000 or less.

"Technical Review Committee" means the committee assigned to review a contract for professional architectural, engineering, and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

(c) Professional services prequalification requirements shall be as follows:

1. A firm interested in a contract for professional architectural, engineering, or land surveying services shall complete and file a "Professional Service Prequalification Questionnaire" ("PSPQ") with the Authority. Firms qualified for a particular type of project based on the Authority's evaluation of the PSPQs will be eligible for consideration when such projects are being contracted for by the Authority without having to present their qualifications on a project-specific basis.
2. For the procurement of general consultants, rather than a project-specific procurement, the procedures relating to prequalification of firms may be modified to address the needs and requirements of the Authority.
3. Each firm shall identify on the PSPQ each type of work for which the firm desires prequalification. All PSPQs shall contain the following information:
 - i. Current and past projects undertaken by the firm;
 - ii. The nature of services provided on each project;
 - iii. The qualifications of the professionals employed by the firm; and
 - iv. Other information which the Authority may determine necessary to assess the firm's qualifications.
4. A firm shall notify the Authority in writing of any substantial change in the information on its PSPQ when such change occurs. A firm shall have a current PSPQ on file with the Authority on the date of the EOI submittal in order to be considered for a project. For purposes of this section, a current PSPQ is one which has been on file with the Authority for no more than 24 months.

(d) Expression of interest (EOI) solicitation and/or advertisement shall be as follows:

1. A Request for EOIs (RFEOI) shall be advertised in an appropriate newspaper or journal, having a large circulation in the State and/or advertised on the Authority's website, www.nj.gov/turnpike, or through other electronic means. Such advertisements shall be published not less than seven calendar days preceding the date upon which the EOIs are to be received. The RFEOI shall identify the scope of services required from the prequalified firms and the evaluation process to be used for the project. When the Authority seeks to engage more than one firm through a single RFEOI, the number of firms that the Authority intends to engage shall be identified in the RFEOI.
2. When general consultant services are needed, the Authority shall establish a list of criteria that firms must meet in order to be sent an RFEOI for the general consultant contract. Firms that meet such criteria shall be sent an RFEOI.

(e) Evaluation of EOIs shall be as follows:

1. Upon receipt of the EOIs, the Authority shall review the EOIs for completeness and shall reject those EOIs which are incomplete. The Authority shall notify all firms whose EOIs are determined to be incomplete in writing. For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director.
2. For simple projects, the technical evaluation process shall consist of the evaluation of EOIs in accordance with the procedures set forth in this section.
3. For complex projects, the evaluation of EOIs shall serve as a method by which to create a list of firms that shall receive the requests for proposals (RFP) for the project. If only three or four EOIs have been deemed complete by the Authority, these firms shall receive the RFP and the Technical Review Committee will not conduct an evaluation of the EOIs as set forth below. If more than four EOIs have been deemed complete, the EOIs shall be submitted to the Technical Review Committee for review as set forth in (e)4 below.

4. The EOIs shall be ranked by the Technical Review Committee on the basis of numerical scores resulting from weighted rating factors. These factors will be weighted in proportion to their relative importance on a project-by-project basis. The relative weight attributed to each rating factor for a particular project and the ranking methodology shall be set forth in the RFEOI. In ranking the EOIs, the Technical Review Committee may consider criteria contained in the RFEOI, including, but not limited to:

- i. Experience of the firm on similar projects;
- ii. Experience of the Project Manager or Resident Engineer on similar projects;
- iii. Key personnel's qualifications and relevant experience;
- iv. Understanding of the project and the Authority's needs;
- v. Approach to the project;
- vi. Commitment and ability to perform the proposed work and outstanding work with the Authority;
- vii. Commitment to quality management;
- viii. Attainment of Small Business Enterprise goals; and
- ix. Any other factors specified in the Authority's EOI solicitation.

5. For simple projects, once the Technical Review Committee has ranked the EOIs, it shall require the top three or more technically ranked firms, which number of firms shall be at the discretion of the Director, to provide their proposed fees in a separate envelope. The firms shall not be told of their ranking position at this time. The selection process shall continue in the manner described in (g) below. If a particular simple project warrants, the Director may elect to issue an RFP and the selection process shall proceed in accordance with the process for complex projects.

6. For complex projects, after the evaluation and ranking of the EOIs, no fewer than the top three ranked firms shall receive an RFP. All firms that are not to receive the RFP shall be notified.

7. When the Authority is seeking to engage more than one firm through a single solicitation of EOIs, following the Technical Review Committee's evaluation of the EOIs, it shall prepare a list of a sufficient number of technically qualified firms to enable the Authority to engage the number of firms identified in the RFEOI. If the Technical Review Committee is unable to prepare a list of technically qualified firms in a sufficient number to negotiate with and engage the number of firms identified in the RFEOI, the Authority shall reduce the number of firms it is seeking to engage through the EOI, and/or reissue the RFEOI in whole or in part. The Technical Review Committee shall negotiate with firms in the same manner as described in (g) below.

(f) Requests for Proposals (RFPs) shall be evaluated as follows:

1. Responses to the RFP shall be comprised of the technical proposal and fee proposal. The firms receiving the RFP shall

be directed to submit a detailed fee proposal in a separate sealed envelope at the time of submission of the technical proposal.

2. The Technical Review Committee shall evaluate the technical proposals submitted to the Authority. The Technical Review Committee shall rank the technical proposals on the basis of numerical scores using the rating criteria specified in the RFP. The relative weight attributed to each rating factor and the methodology for ranking firms shall be set forth in the RFP.

3. The Technical Review Committee may require an interview and/or presentation by the firms with the highest ranked proposals. The Director, in his or her discretion, may waive this requirement for a particular project. Subsequent to the interview and/or presentation, the Technical Review Committee shall revisit its technical ranking of the firms, re-score as appropriate and shall thereupon recommend the highest ranked firms to the Director, or the Executive Director if the Director was a member of the Technical Review Committee.

(g) Cost negotiation and final selection shall be as follows:

1. For all projects, upon reviewing the Technical Review Committee's recommendation, the Director or the Executive Director shall either concur with the selections or direct the Technical Review Committee to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, which shall be specified in writing by the Director or the Executive Director.

2. Once the selections are approved, the selected firms' fee proposals will be reviewed by the Technical Review Committee. The Executive Director may add one or more persons to the Technical Review Committee to assist in the negotiation process. Using all fee proposals and the engineer's estimate as a guideline, the Technical Review Committee shall negotiate a fair and reasonable fee with the highest technically ranked firm, taking into consideration all relevant factors, including, but not limited to, the estimated value of the services to be rendered and the scope, complexity, and professional nature thereof. If the Technical Review Committee is unable to negotiate a fair and reasonable fee with the highest technically ranked firm, it shall formally terminate negotiations and undertake negotiations with the second highest technically ranked firm. Failing accord with the second highest technically ranked firm, the Technical Review Committee shall formally terminate negotiations and undertake negotiations with the third highest technically ranked firm. If the Technical Review Committee is unable to negotiate successfully with any of the three highest technically ranked firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth herein until an agreement is reached. The Executive Director, upon consultation with the Director, may direct the Technical Review Committee to re-solicit the contract. Once a final fee is agreed upon, the Technical Review Committee shall make its recommendation to the Director.

3. The Technical Review Committee in consultation with the Director shall prepare a written report outlining its recommendations and activities in reviewing, negotiating, and selecting the recommended firm. The Director shall submit the Technical Review Committee's report to the Executive Director.

4. If the Executive Director concurs with the recommendation, the Executive Director shall recommend to the Board, in writing, that the firm be issued an Order for Professional Service.

5. If the Executive Director is not satisfied with the recommendation, he or she may:

- i. Instruct the Technical Review Committee to submit further support for its recommendation;
- ii. Direct the Technical Review Committee to re-negotiate the fee; or
- iii. Instruct the Director to re-solicit the contract.