

March 7, 2025

To: ALL QUALIFIED FIRMS

**Subject: REQUEST FOR EXPRESSIONS OF INTEREST
 ORDER FOR PROFESSIONAL SERVICES NO. A4260
 OPERATIONS AND MAINTENANCE OF WATER AND WASTEWATER SYSTEMS AND
 ON-CALL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR WATER AND WASTEWATER SYSTEMS**

Enclosed (See Attachment A) herewith is a Request for Expressions of Interest (“RFEOI”) by the New Jersey Turnpike Authority (Authority) for professional engineering services required. The work will consist of professional services involving two distinct components of work. The first component involves the operation and maintenance of the Authority’s water and wastewater systems to ensure their continued functionality as required to meet the Authority’s needs. The second component involves on-call design and construction management services for water and wastewater systems, as well as other related work defined in the RFEOI’s Scope of Services. This solicitation is for a three (3) year term with an option for two (2) - one year extensions as authorized by, and in the sole discretion of the Authority. 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 Codes:

Profile Code(s)	Description(s)
C422	Wastewater Treatment Facility: Operation and Maintenance
C421	Wastewater Treatment Facility: Construction Inspection
C420	Wastewater Treatment Facility: Design
A540	Water Treatment Facilities

A Qualified Firm, eligible to submit an EOI for this RFEOI solicitation, is one that has a **current** “Professional Service Prequalification Questionnaire” (“PSPQ”) package on file with the Authority prior to submission of the EOI. A current PSPQ is one that has been on file with the Authority for no more than 24 months, or in certain cases for no more than 12 months.

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 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.

The Authority is seeking participation of Small Business Enterprises (“SBEs”) as subconsultants to the Successful Qualified Firm (“Firm”) that is awarded a contract under this RFEOI. The SBE project goal is 25%. The Authority has also adopted a Disabled Veteran Owned Business (“DVOB”) Enterprise Program (the “DVOB Program”) pursuant to which the Firm must make a good faith effort to award at least three (3) percent of the assignment to DVOBs, all as more fully described in this RFEOI. (See Attachment C(C12), “Small Business Enterprise and Disabled Veteran-Owned Business Programs”).

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).
- 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 can be found in Attachment B(B2), "Scope of Services".

Project Description

Operation and Maintenance Services of Water and Wastewater Systems

The Consultant will be required to furnish services including engineering, operating and maintenance for all systems and components of all Authority-owned water and waste water facilities including, but not limited to: water supply, water treatment facilities, stormwater pumping, sewage collection, sewage treatment, water pumping, sewage pumping and all ancillary and associated equipment including but not limited to: all pumps, tanks, process piping, valves, treatment units, filters, filter media, meters, chemical feed systems and electronic control systems.

The required professional services include responsibility for operating the water supply and treatment facilities to provide safe and potable water in compliance with the requirements of the State of New Jersey primary and secondary drinking water standards, N.J.A.C. 7:10-5.1 et seq and 7:10-7.1 et seq respectively and the sewage treatment facilities in compliance with discharge permit requirements issued pursuant to N.J.A.C. 7:14-1 et seq. The consultant shall be required to obtain, follow and work within all state permitting and guidelines. The consultant shall also provide to the NJDEP and EPA, with copy to the Authority, all necessary periodic or requested reports as required by state and federal laws and regulations. This further includes the necessary sampling, testing and reporting required by the Authority, NJDEP, Federal Environmental Protection Agency (EPA), municipal/county utility and sewage authorities and health departments as required by laws and regulations in effect and as amended during the contract time period. Each Facility must be serviced daily and operational needs shall be staffed at all times 24 hours per day 365 days per year by operators possessing T-2, S-2 and C-2 licenses and 4 years' minimum experience operating similar facilities. The Consultant shall maintain an automated alarm notification and responses system for all critical equipment and will respond to operating failures at all times 24 hours per day 365 days per year.

The facilities are located along the Garden State Parkway and New Jersey Turnpike roadways as seen in detail in the Scope of Services. In the interest of providing interested pre-qualified consultants with the opportunity to become

familiar with the Authority's water and waste water facilities, a tour of representative facilities can be requested via electronic mail to Mr. Anthony Parlapiano, Construction Supervisor at parlapiano@njta.com on or before 2:00 pm on March 12, 2025.

On-Call Services: Design and Construction Management for Water and Wastewater Systems

The Consultant will be required to perform a variety of task-oriented work assignments of various lengths and scope during the term of this Order for Professional Services (OPS), subject to the availability of funding. The total value for On-Call Services will not exceed \$4 million during the term of the OPS and the maximum allowable value of an individual work task assignment will not exceed \$750,000. The firm must have a working knowledge of toll road engineering and toll road operations.

The services comprising each of the individual task assignments often will need to be performed on short notice, and completed within a short time frame. The consultant must be willing to devote the necessary resources to satisfy the Authority's needs in this regard.

The firm must possess overall experience in traffic engineering, transportation planning, civil engineering, and transportation systems management. The firm must also have a working knowledge of toll road engineering and toll road operations.

The services pertaining to each of the individual task assignments will often need to be performed on short notice and completed within a short time frame. The consultant must be willing to devote the necessary resources to satisfy the Authority's needs relative to all such requirements.

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.

If there are any questions or issues related to Kiteworks, please contact Mya D'Angelo via e-mail at mdangelo@njta.com. The subject line should read "OPS No. A4260, 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)** copies of their Expression of Interest (EOI), no later than **10:00 AM on March 28, 2025** as follows: **One (1)** PDF copy uploaded to the "EOI" folder on **Kiteworks** in accordance with the following naming convention: "OPS No. A4260_EOI_Qualified Firm Name"; and **four (4)** hard copies of the EOI shall be delivered to the Authority's Headquarters, clearly marked with the Qualified Firm's name and the words, "EOI - OPS No. A4260", 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 by conference call only. Conference call details are 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 EOI opening and shall remain open until all submitted proposer firm names have been read.

PDF EOI Submissions: – Email Mya D’Angelo at mdangelo@njta.com for access to the Kiteworks OPS A4260 EOI File.

Expressions of Interest shall be delivered/addressed as follows:

Hand or Overnight Delivery

New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095
Attn: Operations Department
Mr. David Colella, Supervising Engineer

U.S. Mail

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, NJ 07095-5042
Attn: Operations Department
Mr. David Colella, Supervising Engineer

Inquiries

Inquiries pertaining to this RFEOI are to be directed in writing to David Colella, via e-mail to colella@njta.com, with a copy to Anthony Parlapano at parlapano@njta.com, Sean Butler at sbutler@njta.com, Mya D’Angelo at mdangelo@njta.com, and Philip Lehman at lehman@njta.com. The subject line should read “OPS No. A4260, EOI Inquiry”. **The deadline for inquiries is March 19, 2025.** 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 March 21, 2025.**

Qualified Firms will be responsible for submitting their EOIs 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 Technical 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. Final selection shall be made in accordance with N.J.A.C. 19:9-28(g).

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 Project Manager on Similar Projects	15	45
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	10	30
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 Project Manager on Similar Projects

The Qualified Firm shall identify the Project Manager that will be assigned to the project and identify the individual's education, credentials, and work experience. The Qualified Firm should discuss the proposed Project Manager's experience and its application to the assignment. The Qualified Firm shall review the criteria set forth by the Authority in the RFEOI 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 Project Manager shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work

performed and relevance to subject assignment and at least one contact name and phone number for each project). Unless otherwise noted, the Project Manager shall be a licensed Professional Engineer.

3. Key Personnel's Qualifications and Relevant Experience

The Qualified Firm shall identify the Project Manager 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 attached organizational chart and resumes identify the person(s), or subconsultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project

The 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.

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 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.

➤ 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.

➤ 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 & 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 & 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.

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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

Kevin Dunn, P.E.
Director of Operations

c: Veronica Wall
Mya D'Angelo
David Colella
Anthony Parlapiano
Sean Butler
Philip Lehman
Review Committee
File

ATTACHMENT A
Expressions of Interest and Fee Proposal Submission Requirements

Subsection No. and Title

A1. Expressions of Interest Submission Requirements

Subsection A1

Expression of Interest Submission Requirements

The EOI submission is limited to a maximum of **twelve (12)** pages. This page limitation does not include the documents listed in Items 3-5 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 7 pages):** Each resume for the Project Manager, 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. **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 4(c) above will add an additional eight (8) single-sided, letter-sized pages for alternate staff, thus increasing the maximum page allowance to twenty (20) pages (not including Items 3-5).

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.

5. 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.

ATTACHMENT B
Supplemental Information

Subsection No. and Title

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

Subsection B1
OPS Procurement and Project Schedule

Request for Expressions of Interest Posted.....	March 7, 2025
Deadline for Written Inquiries	March 19, 2025
Posted Responses to Inquiries	March 21, 2025
Deadline for Submittal of Expressions of Interest	March 28, 2025
Request for Technical and Sealed Fee Proposals.....	April 11, 2025
Deadline for Submittal of Technical Proposals	May 2, 2025
Notice of Scheduled Oral Presentations.....	May 16, 2025
Oral Presentation, If Required	May 23, 2025
Recommendation to Award OPS.....	June 2025

Anticipated OPS Schedule

Notice to Proceed	July 2025
Completion of Services	June 2028
Administration Project Closeout	July 2028

Subsection B2 **Scope of Services**

During the course of the term of the assignment, the Authority expects through this solicitation professional engineering services for two distinct components of work. The first component involves the operation and maintenance of the Authority's water and wastewater systems to ensure their continued functionality as required to meet the Authority's needs. The second component involves design and construction inspection/management pertaining to water and sanitary system repairs, enhancements or replacements as determined to be necessary by the Authority. Efforts pertaining this second component of work will be negotiated and assigned on an on-call basis utilizing the Authority's Work Request Authorization Form (WRAF) process.

Operation and Maintenance of Existing Water and Wastewater Systems

The Consultant shall be required to conduct engineering and maintenance operating services for all treatment systems and components of Authority-owned water supply and treatment facilities, sewage collection, pumping and treatment facilities and associated equipment including, but not limited to all pumps, tanks, process piping, valves, treatment units, filters, meters, chemical feed systems, electric control systems, and storage facilities located at the water supply and treatment plants and sewage treatment facilities. The consultant shall assume responsibility for the Authority's facilities outlined by this agreement starting and ending on a calendar date as directed by the Authority's Project Manager. The facilities are located along both the New Jersey Turnpike and the Garden State Parkway.

Identification of Facilities

Following are two lists of facilities pertaining to the services associated with this assignment. One list is entitled "Garden State Parkway Facilities" and the second list is entitled "New Jersey Turnpike Facilities."

Garden State Parkway Facilities

Facility Name	Milepost	Description	Frequency
Bruce Willis Service Area (Oceanview)	MP 18.3	(3) Well Heads (metered), Storage Tank	7x weekly
Bruce Willis Service Area (Oceanview)	MP 18.3	Booster Pumping Facility	7x weekly
Bruce Willis Service Area (Oceanview)	MP 18.3	Water Treatment Facility	7x weekly
Bruce Willis Service Area (Oceanview)	MP 18.3	Wastewater Pump Station, Auto-Dialers	7x weekly
Frank Sinatra Service Area (Atlantic City)	MP 41.4	Wastewater Pump Station, Bioxide Feed System, Auto-Dialers	7x weekly
Frank Sinatra Service Area (Atlantic City)	MP 41.4	Sunoco Wastewater Pump Station	7x weekly
Frank Sinatra SA Police (Atlantic City)	MP 41.4	Wastewater Pump Station	7x weekly
Frank Sinatra SA Police (Atlantic City)	MP 41.4	Groundwater Pump Station	7x weekly
Celia Cruz Service Area (Forked River)	MP 76.0	Wastewater Pump Station, Auto-Dialers	7x weekly
Judy Blume Area Service (Monmouth)	MP 100.4	Wastewater Pump Station, Bioxide Feed System, Auto-Dialers	7x weekly

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Bon Jovi Service Area (Cheesequake)	MP 124.0	Backflow Preventer, Water Meter Calibration	As needed
Parkway Maintenance District #1 – Swainton	MP 13.8	Wastewater Pump Station	3x weekly
Parkway Maintenance District #1 – Swainton	MP 13.8	Totalizer Unit	3x weekly
Parkway Maintenance District #2 – White Horse	MP 41.1	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer	As needed
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Water Treatment Facility	3x weekly
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Well Head	3x weekly
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Effluent Lift Station	3x weekly
Parkway Maintenance District #2A – Bass River Sub Yard	MP 52.9	Septic Field	As needed
Parkway Maintenance District #3 – Ocean	MP 67.7	Backflow Preventer	As needed
Parkway Maintenance District #5 – Telegraph Hill	MP 116.0	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer (2)	As needed
Parkway Maintenance District #7 – Clifton	MP 156.0	Backflow Preventer	As needed
Parkway Maintenance District #8 – Paramus	MP 164.1	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer	As needed
Cape May Toll Plaza	MP 19.4	Septic Tank	As needed
Cape May Toll Plaza	MP 19.4	(1) Water Treatment Facility, Well Head, Pressure Tank, Treatment System	3x weekly
Great Egg Toll Plaza	MP 28.8	Sewage Ejector – Grinder Pump (2)	1x monthly
New Gretna Toll Plaza	MP 53.5	Sewage Ejector – Grinder Pump	1x monthly
New Gretna Toll Plaza	MP 53.5	(1) Well Head, Pressure Tank, Treatment System	1x weekly
Barneгат Toll Plaza	MP 68.9	Wastewater Pump Station	2x monthly
Interchange 69 N. Toll	MP 70.4	(1) Well Head, UV System, Treatment System	1x monthly
Interchange 69 N. Toll	MP 70.4	Septic System	As needed
Interchange 69 S. Toll	MP 70.4	(1) Well Head, UV System	1x monthly
Interchange 69 S. Toll	MP 70.4	Effluent Lift Station to Septic System	1x monthly
Interchange 74 S. Toll	MP 75.2	(1) Well Head, UV System, Treatment System	1x monthly
Interchange 77 N. Toll	MP 77.5	(1) Well Head, UV System, Treatment System	1x monthly
Interchange 77 S. Toll	MP 78.3	(1) Well Head, UV System, Treatment System	1x monthly
Interchange 89 N. Toll	MP 90.0	Wastewater Pump Station	1x monthly
Interchange 89 S. Toll	MP 90.0	Wastewater Pump Station	1x monthly
Interchange 98 Toll Belmar	MP 98.5	Well Head, Pressure Tank	1x monthly
Interchange 98 Toll Belmar	MP 98.5	Septic System	As needed
Interchange 117 Toll Keyport	MP 118.5	Sewage Ejector – Grinder System	1x monthly

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Interchange 118 Toll Matawan	MP 118.8	Sewage Ejector – Grinder System	1x monthly
Interchange 145 Toll East Orange	MP 146.9	Sewage Ejector – Grinder System	1x monthly
Shoemaker Picnic Area	MP 22.7	(1) Well Head (metered), Pressure Tank	1x monthly
Herbertsville Inspection	MP 94.5	Wastewater Pump Station	1x monthly
Bloomfield Police Facility	MP 153.2	Wastewater Pump Station	1x monthly
Bloomfield Police Facility	MP 153.2	Groundwater Pump Station	1x monthly

New Jersey Turnpike Facilities

Facility Name	Milepost	Description	Frequency
1-N Service Area, John Fenwick	MP 5.4 NB	(2) Well Houses	7x weekly
1-N Service Area, John Fenwick	MP 5.4 NB	Water Treatment Facility, Storage Tower w/ Cathodic Protection System, Auto-Dialers	7x weekly
1-N Service Area, John Fenwick	MP 5.4 NB	Wastewater Pump Station	7x weekly
1-S Service Area, Clara Barton	MP 5.4 SB	Wastewater Pump Station, Bioxide Feed System, Auto-Dialers	7x weekly
3-S Service Area, Walt Whitman	MP 30.2 SB	Wastewater Pump Station, Bioxide Feed System, Auto-Dialers	7x weekly
6-S Service Area, Richard Stockton	MP 58.7 SB	Sewage Treatment Plant – SBR, Auto-Dialers	7x weekly
7-S Service Area, Molly Pitcher	MP 71.7 SB	Grinder, Bioxide Feed System, Pump Station, Auto-Dialers	7x weekly
7-S SA Law Enf. Center	MP 71.6 SB	Wastewater Pump and Force Main, Bioxide Feed system, Auto-Dialers	2x monthly
Turnpike Maintenance District #1 – Swedesboro	MP 13.2	Well, Water Treatment Facility, Fire Water Pump/Tank Facility	1x weekly
Turnpike Maintenance District #1 – Swedesboro	MP 13.2	Septic System	As needed
Turnpike Maintenance District #2 – Moorestown, and State Police	MP 37.1	Pump Station and Force Main, Auto-Dialers	2x weekly
Turnpike Maintenance District #2 – Moorestown, and State Police	MP 37.2	Wastewater Pump Station	1x weekly
Turnpike Maintenance District #2 – Moorestown, and State Police	MP 37.2	Groundwater Pump Station	2x monthly
Turnpike Maintenance District #3 – Crosswicks	MP 56.5	Pump Station and Force Main, Auto-Dialers	1x weekly
Turnpike Maintenance District #4 – Hightstown	MP 67.6	Backflow Preventer	As needed
Turnpike Maintenance District #5 – Milltown	MP 80.7	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer	As needed
Turnpike Maintenance District #6 – Elizabeth	MP 100.4	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer (2)	As needed
Turnpike Maintenance District #7 – Newark	MP 105.0	Wastewater Pump Station	As needed
Turnpike Maintenance District #8 – Secaucus	MP 111.5	Vehicle Wash Regulatory Testing and Filing, Backflow Preventer	As needed
Turnpike Maintenance District #9 –	MP N5.5	Pump Station and Force Main	As needed

Jersey City			
Turnpike Maintenance District #10 – East Rutherford	MP 112.0	Septic System	As needed
Interchange 1	MP 2.4	Water Treatment Facility, (1) Well Head	2x weekly
Interchange 1	MP 2.4	(2) Wastewater Lift Stations to Septic System	2x weekly
Interchange 2	MP 12.9	Water Treatment Facility, (1) Well Head	2x monthly
Interchange 2	MP 12.9	Septic System	As needed
Interchange 7A	MP 60.0	(1) Well Head, Water Treatment System (iron removal)	2x monthly
Interchange 7A	MP 60.0	Septic System	As needed
Interchange 8A	MP 73.7	Wastewater Pump System, Auto-Dialers	As needed
Central Services Facility	MP 91.2	Wastewater Pump Station, Bioxide Feed System, Auto-Dialers	1x weekly
TPK Milepost 92 NB	MP 92.0	Storm Water Pump Facility	As needed
Interchange 12	MP 95.9	Wastewater Pump Station, Force Main, Bioxide Feed System	2x monthly
Interchange 13A	MP 101.6	Wastewater Pump System, Auto-Dialers	As needed
Interchange 14	MP 104.7	Wastewater Pump Station, Bioxide Feed System	2x monthly
Interchange 15E	MP E106.9	Wastewater Pump Station, Force Main, Bioxide Feed System	2x monthly
Interchange 15X	MP E110.8	Wastewater Pump Station, Force Main, Bioxide Feed System	2x monthly
Interchange 16E-18E	MP E112.3	Wastewater Pump Station, Force Main, Bioxide Feed System	2x monthly

1. Operational Requirements

Operational requirements are as follows:

- a) Provide only experienced, licensed personnel necessary to satisfactorily operate the Authority's water supply and treatment plants, and sewage facilities. The labor shall include licensed operators, technicians and mechanics required for complete normal and emergency staffing of the plants.
- b) Supervise the operation and control of water supply and treatment plants and sewage collection and treatment facilities. Provide the services of a supervisor, licensed as required by the New Jersey Department of Environmental Protection (NJDEP) and local authorities, under whose licenses and supervision the facilities will operate. The Consultant's personnel shall be properly qualified with the NJDEP pursuant to the Water Supply and Wastewater Operators Licensing Act, in the appropriate valid classification as required by law. The Overall Supervisor shall hold the following licenses or the highest grade required to operate the facilities: Transmission T-2, Sewage S-2 and Collection C-2 for a minimum of

three (3) years. The Consultant's operators shall obtain NJDEP approval as required to operate each of the Authority's facilities that they may service.

- c) Provide staffing 24 hours per day each day of the year for emergency responses. In this regard, emergency telephone numbers shall be provided to the Authority. The Consultant will be notified of emergencies by the automated alarms and dialers, Authority's Project Manager, Operation Department staff, Maintenance Department staff, or Engineering Department Management staff.
- d) Be responsible for the selection, employment and termination of employment, supervision, direction, training and assignment of duties of all employees engaged by the Consultant for operation and maintenance of the water supply and treatment plants and sewage treatment facilities. The Consultant shall ensure that these employees hold and maintain valid and active licenses, registrations and insurances as may be required by State, local or federal regulations. The specific terms of employment including, but not limited to, the rates of compensation, other remuneration and benefits of such employees shall be determined by the Consultant.
- e) Operate the water supply, treatment plants and storage tanks and sewage transmission and treatment facilities continuously during the term of this Contract. In the event of a labor stoppage or job action, the Consultant shall operate on a best efforts basis to fulfill its obligations under this OPS. Best efforts shall be defined, at a minimum, that licensed management personnel operate the plants to maintain service.
- f) Manage the operation of the facilities in such a manner as to maximize the efficiency and minimize the total cost of operation of each of the respective units to include, but not be limited to, the cost of electricity, fuel, oil, chemicals, laboratory supplies and long-term maintenance needs.
- g) Maintain the automated alarm notification and response systems. Provide service such that all equipment alarms are received by the consultant and are relayed to competent operator(s). Respond promptly to all alarms and emergency calls such that the condition will be resolved expeditiously by appropriately-trained personnel. Significant effort must be made to limit any service outage to the shortest duration. The Consultant will notify the Authority's Project Manager of all alarms with appropriate timeliness. When additional non-routine resources are required, the Consultant's Project Manager shall present the facts of the situation in a timely manner and outline the alternatives under consideration to the Authority's Project Manager for approval.
- h) Perform all testing and prepare all reports required by the Authority and as required by NJDEP, the Federal Environmental Protection Agency (EPA) and Municipal/County Utility and Sewage Authorities and as required by state and federal laws and regulations in effect and as amended during the contract period. This shall include performance of daily analysis reports and other services required by the Authority and the DEP.
- i) At the commencement and conclusion of the term of the contract, conduct an inventory of all Authority-owned tools, spare parts and lab equipment at each of the water supply and treatment plants and sewage facilities. The Authority shall approve the inventory. Any Authority-owned tools or equipment made unusable, lost or broken during the term of the contract shall be replaced at the expense of the Consultant, notwithstanding normal wear and tear.
- j) Maintain, on-site and centrally, a daily operations log that shall include, but not necessarily be limited to, the following:
 - 1. Daily and monthly total water usage and sewage flow.
 - 2. Operating conditions, process controls and laboratory analyses
 - 3. Weather conditions.
 - 4. Type and amount of chemicals used.
 - 5. Repairs and maintenance completed.
 - 6. Other matters as required by state and federal laws or regulations.

- k) Be responsible for operating the water supply and treatment plants to provide a safe and potable supply in compliance with the requirements of the State of New Jersey primary and secondary drinking water standards, N.J.A.C. 7:10-5.1 et seq and 7:10-7.1 et seq., respectively, and the sewage treatment facilities in compliance with discharge permit requirements issued pursuant to N.J.A.C. 7:14-1 et seq. The Consultant shall submit a report to the Authority within two (2) days of any violation explaining the cause of the violation and the corrective action being taken to avoid a recurrence.
- l) Operate all equipment in accordance with manufacturers' recommendations, and promptly notify the Authority in the event of a breakdown, according to Section 8 "Notification."
- m) Furnish all materials and supplies required to maintain and operate the water supply and treatment plants and sewage treatment facilities, expecting those provided by the Authority. Materials and supplies to be provided by the Authority are: fuel, electricity, equipment, repair parts, spare parts, valves, currently inventoried tools and equipment, water from outside sources, and NJDEP permits and licenses fees. The Authority will provide or recompense the Consultant for chemicals (including but not limited to chlorine and sodium hypochlorite, Bioxide, soda ash, and potassium permanganate) required for routine operation of the facilities. The Consultant shall provide: safety gear, cleaning supplies, towels/paper products, office supplies, non-inventoried tools and equipment, and garbage disposal. Any required items not delineated above shall be the Consultant's responsibility.
- n) The quality and quantity of the influent water supply to the water treatment plants shall not be the responsibility of the Consultant. The existing treatment facilities were designed and constructed to provide treatment for the water supply. The existing systems have been identified by the Authority as capable of treating the water supply to potable water standards as defined by the State of New Jersey. The Consultant shall insure that the water treatment plants are operating at peak efficiency at all times. The Authority shall be responsible for all alterations and additions to the facilities.

2. Maintenance of Plants

At a minimum, the Consultant shall be required to:

- a) Maintain the physical facilities and grounds at the water supply and treatment plants and sewage pumping and treatment facilities on a year-round basis including, but not necessarily limited to, cleaning of floors, walls, ceilings, windows, restrooms, lab facilities and litter control.
- b) Maintain the water systems from the origination point at an Authority well, or the public supply system water meter, to the first point of connection to the building distribution system, including all supply, transmission, treatment and holding facilities, equipment and devices. Maintain all Authority water meters.
- c) Maintain the sewage systems from the first manhole outside a building to all pump stations and treatment facilities to the public system connection or the septic system.
- d) Provide groundskeeping for water supply and treatment plants and sewage facilities, including grass cutting within fenced areas. The Authority shall be responsible for snow plowing of access roads.
- e) Maintain a current inventory of all spare parts, maintenance supplies and chemicals in sufficient quantities to ensure the uninterrupted operations of the facilities.
- f) Hold and maintain good business relationships with pertinent industry persons including regulators, water and sewage service providers, local materials suppliers and repair services, and manufacturers. The Authority requires

that these relationships are in place to allow efficient response to minimize the risk or duration of service outages. An allocation of funds is made in this OPS for engineering design and services and equipment required to repair or replace broken or worn equipment. The Consultant is required to directly hire subcontractors to provide equipment and make repairs. The Authority requires that the Consultant be prepared to hire services and purchase through good business relationships and accounts maintained by the Firm.

- g) Perform preventive maintenance of water supply, transmission and treatment plants and sewage treatment and transmission facilities and equipment as outlined in the operation and maintenance manuals provided by the equipment suppliers or a minimum of once per year. Maintenance shall consist of regular, routine and recurring work necessary to keep equipment, devices, systems and plant structures in a condition that ensures proper functioning, at design capacity and efficiency, for their intended use. Preventive maintenance on equipment shall be recorded in the site logbook. A preventative maintenance schedule shall be provided to the Authority for review and approval within sixty (60) days of the start of contract.
- h) Provide all necessary tools and equipment to accomplish the above in accordance with the equipment suppliers' operational and maintenance manuals and in strict compliance with the equipment manufacturers' requirements for their use. Where maintenance standards differ, the Consultant shall be held to the higher standard. Cost of all routine maintenance work shall be included in the annual compensation fee under the contract.
- i) The Consultant shall promptly notify the Authority when the need arises for emergency, major, extraordinary and/or unusual repairs. Notification shall be made as detailed in Section 6 "Notification". The Consultant will provide competitive quotes from qualified vendors and offer professional advice as to appropriate remedial actions. The Authority shall have the option of performing emergency, major, extraordinary and unusual repairs. Major repairs would include structural, electrical or mechanical repairs to the treatment equipment, wells and buildings or filter media replacement. Equipment to be maintained in this contract consists of all flow meters, water and sewage processing and pumping equipment, as well as heating, ventilation, air conditioning, lighting, electrical, plumbing and alarm systems, generators, pipes, meters, and appurtenances. Maintenance of roads, buildings and fences is the responsibility of the Authority. All maintenance and repair activities shall be performed in accordance with the latest applicable NJTA Standard Specifications.
- j) Supervise work performed by subcontractors or others in connection with the water supply and treatment plants and sewage treatment and transmission facilities, and cooperate with outside contractors retained by the Authority to complete repair work. The Consultant may be required to work in conjunction with other consultants that have been retained by the Authority. Should this work not be covered in the scope of work as outlined herein, the Consultant's associated efforts will be reimbursed.
- k) The Consultant shall be required to provide professional engineering services as may be necessary to recommend design improvements to the water and wastewater facilities to maximize the cost-effective operation of the plant or to meet regulatory performance standards. Should this work not be covered in the scope of work as outlined herein, the Consultant's associated efforts will be reimbursed.
- l) Perform a repair/replace analysis upon request for major equipment items.
- m) Regularly review the equipment suppliers' operation and maintenance manuals, bulletins and recall notices and periodically make written recommendations to the Authority for the better use of personnel and maintenance of equipment in accordance with applicable manufacturers' standards.

3. Administrative Services

The Consultant shall be required to:

- a) Provide the necessary professional and technical assistance and support to enable its employees to effectively and economically operate and maintain the water supply and treatment plants and sewage treatment facilities. Management and supervisory personnel shall make periodic visits and maintain regular telephone communications between its personnel at the plants and the Consultant's headquarters.
- b) Provide assistance and information to the Authority as may be necessary for the development of the utility budget.
- c) Provide each Operation and Maintenance employee with digital and voice communication equipment, commonly a mobile phone and tablet or laptop.
- d) Provide the necessary training to enable its staff to efficiently and economically operate and maintain the water supply and treatment plants and sewage treatment facilities.
- e) Maintain all records as required by the Authority and all regulatory agencies.
- f) Provide employee identification cards and require that employees have them in their possession. Provide field employee collared shirts and jackets displaying company identification.

4. Submittals

The Consultant shall provide:

- a) Written monthly reports to the Authority summarizing and describing the operations of the water supply and treatment plants and sewage treatment facilities including flow rates. The reports shall note any deficiencies in the operation of the facilities and/or their equipment and recommendations for correction thereof. The report will highlight outstanding issues, by location in a prioritized listing, in an Executive Summary. The reports shall also include a copy of all reports and analysis submitted to the NJDEP, EPA or Municipal/County Utility Authorities. It will also include totals of processing chemicals used in water and sewage treatment systems. The reports will be presented in paper and electronic format as directed by the Authority.
- b) A monthly report tallying the non-routine expenses by project, location and cost. The Consultant is held responsible to not exceed the funding available for non-routine expenses.
- c) Monthly, quarterly or special reports required by the NJDEP and/or EPA, Municipal/County Utility Authorities in accordance with all applicable laws and regulations. All reports shall be prepared and submitted to the Authority in sufficient time to meet statutory or regulatory deadlines. Review by the Authority prior to submission is required. A one (1) week review period by the Authority should be anticipated. Failure by the Consultant to submit any report at the time it is due shall be sufficient basis for the Authority to withhold monthly payment until the reports are submitted. The Consultant shall be responsible for any fines that are assessed relative to the late submittal of reports if the noted submittal schedule is not met.
- d) Immediate notification of any emergency condition shall be made to the Authority's representative. The Consultant shall be prepared and provide prompt emergency service at any time in connection with the work required under this Contract. Emergency repairs and/or service shall be coordinated with the Authority on a best effort basis to alleviate the emergency condition as soon as possible.

5. Compensation for Maintenance of Water and Wastewater Systems

The Consultant shall provide daily (including weekends and holidays) operating personnel as required to operate and maintain the facilities in accordance with the "Scope of Services." The Consultant shall provide all services and expendable supplies, local, state or federal reports and monthly operational reports required for routine maintenance and operation as described herein for the three (3) year period. The Consultant shall provide a proposed annual fee along with applicable backup documentation. The backup documentation shall include a calculation reflecting hours by employee, hourly rates, and anticipated direct costs associated with the annual operating and maintenance services. The Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.35, based on a 10% allowance for profit and an overhead rate of 113.64%, the individual firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less plus direct expenses and subconsultant services, at cost. The Consultant may propose yearly increases (including the time extensions) in the annual fee to account for escalation. Payment for these services shall be made to the Consultant on a monthly basis in accordance with the negotiated annual fee.

The cost of chemicals required for routine maintenance will be reimbursed by the Authority. An allocation of \$250,000 for treatment chemicals shall be included in the fee proposal by the Consultant. Compensation for chemicals supplied by the Consultant shall be treated as direct expenses and reimbursed at cost.

The cost of non-routine repairs (i.e., structural repairs or new systems installation or equipment replacement) of the facilities, as well as the cost of spare parts, repair parts, electricity and road and fence maintenance are beyond the scope of the annual compensation and will be provided for by the Authority by either utilizing Authority personnel and equipment, outside contractors or via additional compensation to the Consultant. Prior written authorization will be required from the Authority for each non-routine work item.

The Consultant shall make an allocation of \$800,000 in their Fee Proposal to be used for non-routine repairs and replacements by the Consultant, as described above. Prior written authorization will be required from the Authority for these services.

Compensation for non-routine repairs and replacements and for engineering services by the Consultant shall include direct expenses (subcontractor and material costs) at cost, and salaries times a multiplier for the Consultant's efforts that are demonstrated to be beyond those that are provided for in the daily maintenance and operating services. Corporate Officers, Partners, Principals, Owners and secretarial, clerical and administrative services shall be included in the multiplier and not billed separately. The multiplier covers all overhead and profit. Direct expenses shall include:

Reimbursable Expenses (at cost):

Chemicals

Reimbursable Expenses with prior approval (at cost):

Sub-Consultants/Sub-Contractors Equipment Rentals Parts and Materials
Specialized Services Expedited Shipping and Postage

Non-Reimbursable Expenses:

Routine Postage	Employee Relocation	Employee Training
Electronic Reporting Materials	Vehicle Rentals	Personal Computers
Digital Photography	fax machines	Telephone Bills
Report Copying	Copy Machine Usage	Parking
Mileage	Special Drafting Equipment	Tolls

Specialized services are those required services performed by other firms at the Consultant's direction. The Authority must approve specialized services in advance.

6. Notification

In the case of emergency, service outage, or large impact events, all notices and requests shall be made by the Consultant's Project Manager by phone to the Authority's representative as identified in writing for the Contract duration or as may periodically be provided to the Consultant. The Consultant shall follow up, in writing to the Authority's Project Manager, with a detailed documented report on a timely basis.

On-Call Services: Design and Construction Management for Water and Wastewater Systems

During the term of the OPS, the Authority expects to require that a variety of design and construction inspection/management services be performed relative to, but not limited to the maintenance and upgrading of the water and wastewater infrastructure. The services comprising each of the individual task assignments may need to be performed on short notice and within a short time frame. The consultant must be able and willing to devote the necessary resources to satisfy these needs if and when required. The general types of services that may be necessary include:

- A. Prepare construction contract documents for the replacement of infrastructure that is deemed to be beyond its useful service life or operating inefficiently. Such equipment may include pump stations, treatment systems, etc.
- B. Perform construction oversight (inspection/management) for construction projects involving water and/or sanitary system upgrades.
- C. Develop plans, procedures and bid documents for overhead water tower maintenance efforts including cathodic protection system replacement and structural repairs.
- D. Perform studies or analyses of existing equipment and make recommendations for equipment upgrades for the purpose of improving functionality or efficiency.

Upon notification of the need for services, the Consultant will present a detailed scope of work, staffing proposal, and cost estimate, including an estimate of person hours and direct expenses. All work shall be done in accordance with the Authority's design manual, construction manual and standards or those of an outside entity if applicable. All CADD work shall meet the requirements of "New Jersey Turnpike Authority, New Jersey Turnpike Roadway & Garden State Parkway Roadway CADD Standards" dated October 31, 2005 and as amended. Final submission of project reports, specifications, etc., shall include hard copy originals and electronic versions in MSWORD, PDF and/or Power Point. It is expected that the Consultant's proposal for task assignments will be received by the Authority within five (5) business days of the receipt of the notification by the Consultant unless requested sooner by the Authority.

The Consultant is responsible to undertake any and all activities required to prepare contract documents and all ancillary activities to effectuate the design/construction supervision process. As such, it is anticipated that the Consultant will be required to perform, at a minimum, the services outlined below. It is, however, expressly stated that the Consultant is responsible to account for any and all work activities, whether identified below or not, necessary for the total performance of this assignment. The Consultant shall account for all work activities required for this project and shall identify any additional services that will be required for the total performance of this assignment.

The Consultant should anticipate meeting with Authority staff to discuss the scope and overall needs of each task. Upon arriving at a mutually agreeable scope, schedule, staff-hour estimate, personnel and cost, the Authority will authorize the Consultant to proceed via the Work Request Authorization Form (WRAF) procedure. No work shall proceed until a WRAF is approved by the Authority's Director of Maintenance and/or designee.

The Consultant shall coordinate its activities with the applicable NJTA Project Manager throughout the course of each task order assignment. NJTA shall be informed of all meetings with other agencies, government officials and/or groups so that NJTA personnel can attend if necessary.

The Consultant shall submit a monthly progress report to the Authority's Project Manager. The progress report shall list all tasks that have been authorized to date and identify the authorized amount for each task as well as the billings to date and percent complete of each task. Invoices are required to be submitted for each task on a monthly basis.

The Consultant shall notify the Authority's Project Manager immediately, if and when the percent fee expended is potentially going to exceed the task percent complete. The Consultant shall implement necessary adjustments and/or make recommendations on how to alleviate this condition when applicable. Failure to do so will put the Consultant at risk of having to absorb any costs incurred above and beyond the authorized fee.

Subsection B3 **Compensation Basis**

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

Operation and Maintenance Services of Water and Wastewater Systems

The Fee Proposal for this portion shall be submitted in accordance with the terms outlined in "Compensation for Maintenance of Water and Wastewater Systems" in Section B2.

On-Call Services: Design and Construction Management for Water and Wastewater Systems

Due to the On-Call nature of this component of the assignment, in lieu of a fee proposal the Consultant shall provide the firm's multiplier to be used in calculating the fee associated with the individual task assignments and a list of all personnel that may be utilized with their hourly rates and ASCE Technical Grades. The multiplier, not to exceed 2.35 for construction inspection services or 2.8 for design services, based on a 10% allowance for profit and an overhead rate of 113.64% or 154.5% respectively, the individual Firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less.

The fee for each task will be negotiated with the consultant as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times the multiplier plus direct expenses, and subconsultant services, at cost. The multiplier shall not be applied to the premium portion of overtime. When Corporate Officers, Partners, Owners and/or Principals are required to provide services in a technical capacity, the salaries for such services shall be reimbursable. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this EOI Solicitation. For general services provided by Corporate Officers, Partners, Owners and/or Principals working in a non-technical capacity, no compensation will be provided.

Average rate per classification/grade will not be permitted to determine total labor costs. The Fee Proposal shall detail direct salary data for classifications conforming to the ASCE Professional and Technical Grades, 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.

Salaries shall be charged at the Firms' 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 Director of Operations or the Director'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 Firms' Fee Proposal. Except for overtime worked on construction supervision during permissible contract working hours, overtime must be approved by the Authority.

Given the potential for out of scope activities to arise during the performance of this OPS, the Consultant is directed to include a 10% contingency of the burdened labor fee for "Unanticipated Services" in their Fee Proposal. These contingency monies will be utilized only upon receipt of written notification from the Authority explicitly authorizing the use of these monies.

Direct expenses shall include approved subconsultant services, mileage, test pits, firm-invoiced printing of phase submission documents, final documents, mylar's, final plans in .PDF format, meeting displays/exhibits, and permit application fees. Mileage

will be paid at the prevailing federal mileage rates (www.irs.gov). Mileage will be reimbursed for travel between the Qualified Firm's local office and the work-site, Authority offices, and meetings required by the Authority or its representatives, including the return trip. Any change to this rate is subject to the approval of the Authority. The Firm will be responsible for paying all tolls.

Compensation for lodging and meals will not be reimbursed, unless approved in writing in advance by the Authority. If approved, expenses for lodging and meals will be paid in accordance with the federal per diem rates which can be found at www.gsa.gov/perdiem. This shall apply to the Firm and its subconsultants and subcontractors.

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

Overnight delivery charges will be paid by the Authority only if such overnight delivery is specifically requested by the Authority and agreed to in advance. Otherwise, the Firm will not be reimbursed for overnight delivery charges. This shall also apply to the Firm's subconsultants and subcontractors.

The total authorized ceiling for this on-call portion is \$4,000,000.00. The maximum allowable value of an individual work assignment (WRAF) is \$750,000.

Subsection B4
Qualified and Eligible Firms

1.	AECOM Technical Services
2.	CDM Smith Inc.
3.	D&B Engineers and Architects of New Jersey, P.C.
4.	H2M Associates, Inc.
5.	Johnson, Mirmiran & Thompson, Inc.
6.	Stantec Consulting Services, Inc.
7.	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 thereto, shall be a part of any OPS awarded under pursuant to this RFEOI. 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 RFEOI, 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 contact 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

All payments pursuant to this contract shall be made in accordance with N.J.S.A. 2A:30A-1 et seq. 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.

Any dispute resolution will adhere to the provisions of N.J.S.A. 2A:30A-2(f).

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/Technical Proposal**, 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/RFP**, 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/Technical Proposal** 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/RFP** 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/Technical Proposal** 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 **RFEI/RFP** 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/busregcert.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/Technical Proposal**.

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 Procedure 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 at 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. In its discretion, the Authority may issue one solicitation for award of contracts for multiple projects that are similar in size and complexity. The prequalification and solicitation process outlined in this section shall be followed, and any multiple-project Requests for Expressions of Interest (RFEOI) shall require proposers to submit EOIs for all projects listed in the solicitation. Under no circumstances will a proposer be awarded more than one contract under a multiple-project solicitation.

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

"Complex procurement" means the process for soliciting professional services having an estimated fee over \$6,000,000 or that involve transportation, planning, or complex design. .

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

"Order for professional services" (OPS) means a contract for professional services awarded in accordance with this section.

" Professional services" means architectural, engineering, and land surveying services performed by an architect, engineer, or 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."
"Qualified firm" means a firm that is currently prequalified, prior to submission of the EOI, in accordance with the Professional Service Prequalification Questionnaire process set forth in this section.

"Simple procurement" means the process for soliciting professional services where the scope is clearly defined, is not likely to change during the course of the professional services, and the estimated fee is \$6,000,000 or less

(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 the professional services identified in response to (c)3.i above;
 - iii. The resumes, including the qualifications, of the professionals employed by the firm seeking prequalification;
 - iv. For the most current full year accounting cycle, copies of:
 - (1) Audited or independent CPA-reviewed financial statements, in which case, the PSPQ may remain current for 24 months; or
 - (2) Compiled or internally prepared financial statements, in which case, the PSPQ may remain current for 12 months; and
 - v. 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 Expressions of Interest (EOI) submission in order to be considered for a contract. For purposes of this section, a current PSPQ is one that has been on file with the Authority for no more than 24 months or, in certain cases, for no more than 12 months.

(d) Advertisement for Requests for Expressions of Interest 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.njta.com, 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 professional services required from the prequalified firms and the evaluation process to be used for the selection of the successful prequalified firm. When the Authority seeks to award more than one contract through a single RFEOI, the number of contracts that the Authority intends to award shall be identified in the RFEOI.
2. When professional services of a general consultant are needed, the Authority shall establish a list of criteria that firms must meet in order to receive 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 for a simple procurement or complex procurement, the Authority shall review the EOIs for completeness and shall reject those EOIs that are incomplete. The Authority shall notify, in writing, all firms whose EOIs are determined to be incomplete. If fewer than three EOIs are deemed complete, the EOI solicitation may be re-solicited, with or without modification, or the procurement may continue with fewer than three firms, as determined by the Executive Director,

in consultation with the Director

2. For simple procurements, if the EOIs are deemed complete in accordance with (e)1 above, the Technical Review Committee shall evaluate and rank the EOIs in accordance with (e)4 below, and request a fee proposal from the top three technically ranked firms, or from less than three firms, as the case may be, in accordance with (e)1 above. At the discretion of the Director, fee proposals may be requested from more than three firms. No firms shall be told of their ranking position at that time. The selection process shall continue in the manner described at (g) below. If a particular simple procurement warrants, the Director may elect to issue a Request for Proposal (RFP) and the selection process shall proceed in accordance with the process for complex procurements.

3. For complex procurements, if five or more EOIs are deemed complete in accordance with (e)1 above, the Technical Review Committee shall evaluate the EOIs in accordance with (e)4 below. If at least three, but not more than four, EOIs are deemed complete, these firms need not be evaluated pursuant to (e)4 below, but shall receive the RFP. If less than three EOIs are deemed complete, complex procurements shall proceed in accordance with (e)1 above.

4. Except as otherwise provided at (e)3 above, the EOIs shall be ranked by the Technical Review Committee on the basis of numerical scores resulting from weighted rating factors. In ranking the EOIs, the Technical Review Committee shall consider criteria contained in the RFEOI, including, but not limited to:

- i. Experience of the qualified firm on similar projects or professional services on similar assignments;
- 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 and methodology in performing the professional services required;
- vi. Commitment and ability to perform the proposed work and any outstanding work with the Authority;
- vii. Commitment to quality management;
- viii. Attainment of Small Business Enterprise (SBE) and Disabled Veteran-Owned Business (DVOB) goals; and
- ix. Any other factors specified in the Authority's EOI solicitation.

(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 qualified 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 qualified 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 qualified firms, re-score as appropriate, and shall thereupon recommend the highest ranked qualified 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, as the case may be, shall either concur with the selections or direct the Technical Review Committee to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, as the case may be, which shall be specified, in writing, by the Director or the Executive Director.
2. Once the selections are approved, the selected qualified 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 qualified 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 qualified firm, it shall formally terminate negotiations and undertake negotiations with the second highest technically ranked qualified firm. Failing accord with the second highest technically ranked qualified firm, the Technical Review Committee shall formally terminate negotiations and undertake negotiations with the third highest technically ranked qualified firm. If the Technical Review Committee is unable to negotiate successfully with any of the three highest technically ranked qualified firms, it shall negotiate with the next-highest technically ranked qualified firms, in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth in this section 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 qualified firm(s). 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 qualified firm(s) be awarded 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.

N.J. Admin. Code § 19:9-2.8

Amended by 49 N.J.R. 3236(b), effective 01/06/2025