



**REQUEST FOR QUALIFICATIONS  
FOR THE PROVISION OF SERVICES OF ENVIRONMENTAL ENGINEER**

**ISSUE DATE: SEPTEMBER 8, 2015**

**Issued by:**

**PARKING AUTHORITY OF THE CITY OF NEWARK**

DUE DATE AND TIME

**SEPTEMBER 22, 2015 12:00 Noon**

Attention: Chigozie U. Onyema, Esq.  
General Counsel and Director of Development  
Parking Authority of the City of Newark  
50 Park Place  
Suite 919  
Newark, New Jersey 07102

**Bidders are required to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27***

## REQUEST FOR QUALIFICATIONS

The Newark Parking Authority ("NPA"), is soliciting through the Fair and Open Process in accordance with the New Jersey "Local Unit Pay to Play" Law *N.J.S.A. 19:44A-20:4 et seq.*, "Request for Qualifications" (RFQ) for

### ENVIRONMENTAL ENGINEER 2015

Address where package will be available: Newark Parking Authority  
50 Park Place, Suite 919  
Newark, New Jersey 07102  
  
<http://newarkparking.org/procurement>

Date when package will be available: Tuesday, September 8, 2015

RFQ Proposal Submission Deadline: Tuesday, September 22, 2015 at 12 noon

All RFQ Proposals shall be opened: Tuesday September 22, 2015 at 12 noon

Contract to be awarded: on or about October 1, 2015

Number of Original RFQ Proposals to be sent: Original and three (3) copies

All responses should be addressed to: Chigozie U. Onyema  
General Counsel & Director of Development

The RFQ should be returned in a sealed envelope, which bears the name of the proposer of the RFQ clearly marked "RFQ for Environmental Engineer" Attention: Chigozie U. Onyema, General Counsel & Director of Development. The NPA reserves the right to waive any and all formalities or altogether reject any RFQ as in the best interest of the NPA. Awards made under the Fair and Open Process shall be made to those vendors whose qualifications are most advantageous to the NPA after careful consideration of all factors. Factors include, but are not limited to experience and/or reputation in the field, knowledge of the agency and the subject matter to be addressed under the proposal and contract, compensation proposal and other factors if determined to be in the best interest of the NPA. All awards are subject to NPA Board of Commissioners approval.

**Bidders are required to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27***

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING QUALIFICATIONS:** PARKING AUTHORITY OF THE CITY OF NEWARK

**CONTACT PERSON:** CHIGOZIE U. ONYEMA, ESQ., GENERAL COUNSEL AND DIRECTOR OF DEVELOPMENT

**PURPOSE OF REQUEST:** For Environmental Engineer

**PERIOD OF CONTRACT:** One (1) year commencing on October 1, 2015 and until successor is appointed

**CONTRACT FORM:** The successful respondent shall be required to execute the NPA’s form contract, which includes indemnification, insurance, termination and licensing provisions. A complete copy of a draft NPA form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the NPA arising out of or by reason of the work done and materials furnished under this contract.

**GLOSSARY:**

The following definitions shall apply to and are used in this Request for Qualification:

“NPA”: Newark Parking Authority

“Qualifications Statement”: refers to the complete response to this RFQ submitted by the Respondents.

“Qualified Respondent”: refers to those Respondents who (in the sole judgment of the NPA) have satisfied the qualification criteria set forth in this RFQ.

“RFQ”: refers to this Request for Qualification, including any amendments thereof or supplement thereto.

“Respondent or Respondents”: refers to the interested firm(s) that submit(s) a Qualification Statement.

**Section 1**  
**INTRODUCTION AND GENERAL INFORMATION**

**1.1 INTRODUCTION AND PURPOSE:** The NPA is soliciting Qualification Statements from interested persons and/or firms for the provision of Environmental Engineering Services for the NPA. Through a RFQ process described herein, person(s) and or firm(s) interested in providing the NPA with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The NPA will review Qualification Statements only from those persons or firms that submit a Qualification Statement, which includes all the information required to be included as described herein (in the sole judgment of the NPA). The NPA intends to qualify person(s) and or firm(s) that (a) possess the professional and administrative capabilities to provide the proposed service; and

(b) will agree to work under the compensation terms and conditions determined by the Commissioners of NPA.

**1.2 PROCUREMENT PROCESS AND SCHEDULE:** The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law *N.J.S.A. 19:44A-20.4 et seq.*, however, the NPA has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualifications Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

The Qualification Statement will be reviewed and evaluated by the NPA and if necessary, its financial advisors or Counsel. The Qualification Statement will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, NPA will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFQ (in the sole judgment of the NPA) will be designated as a Qualified respondent and will be given the opportunity to be included in the selection process determined by the NPA.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. NPA reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the designated contact person below in writing.

Designated Contact Person: Chigozie U. Onyema  
General Counsel & Director of Development  
Newark Parking Authority  
50 Park Place, Suite 919  
Newark, New Jersey 07102

Qualification statement must be submitted to and be received by the NPA VIA CERTIFIED MAIL OR HAND DELIVERY by the due date listed above. Qualification statements will not be accepted by facsimile transmission or e-mail. The person or entity submitting the RFQ proposal is responsible for ensuring that the submission arrives on time and at the proper location.

Subsequent to the issuance of this RFQ, the NPA (through the issuance of addenda to all firms that have requested and received a copy of the RFQ) may modify, supplement or amend the provision of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the NPA.

**Table 1**  
**ANTICIPATED PROCUREMENT SCHEDULE**  
**MAY BE SUBJECT TO CHANGE**

ACTIVITY:	DATE:
1. Issuance of RFQ	September 8, 2015
2. Receipt of Qualifications Statement:	September 22, 2015 at noon
3. Completion of Evaluation of Qualification Statements by NPA	September 24, 2015
4. Contract to be awarded on or about	October 1, 2015

**Section 1.3 Conditions Applicable to RFQ:** Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- a. The total compensation for the appointment is \$100,000.00, subject to authorization of additional sums by the Board of Commissioners as the need may arise.
- b. This document is an RFQ and does not constitute a Request for Proposals ("RFP").
- c. This RFQ does not commit the NPA to issue an RFP or a contract.
- d. The NPA reserves the right, in its sole judgment, to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- e. The NPA reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- f. The NPA reserve the right, without prior notice, to supplement, amend or otherwise modify this RFQ or otherwise request additional information.
- g. All Qualification Statements shall become the property of the NPA and will not be returned.
- h. The NPA may request Respondents to send representative(s) for interviews.
- i. Any and all Qualification Statements not received within the time required by NPA will be rejected.
- j. Neither the Commissioners of the NPA, the Executive Director, nor their respective staffs, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there

be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement for participating in this procurement process.

**SECTION 1.4 RIGHTS OF THE NPA:** The NPA reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of the applicable law:

- a. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- b. To waive any technical non-conformance with the terms of this RFQ.
- c. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- d. To conduct investigations of any or all of the Respondents, as the NPA deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information or an interview to support the information included in any Qualification Statement.
- e. To suspend or terminate the procurement process described in the RFQ at any time, in its sole discretion. If terminated, the NPA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents. The NPA shall be under no obligation to complete all or any portion of the procurement process described in the RFQ.

**1.5 ADDENDA OR AMENDMENTS TO RFQ:** During the period provided for the preparation of responses to the RFQ, the NPA may issue addenda, amendments or answers to written inquiries. Respondents will be given notice by the NPA of any addenda or amendments and such will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

**1.6 COST OF PROPOSAL PREPARATION:** Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the NPA, its officers, Commissioners, employees, staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

**1.7 PROPOSAL FORMATS:** Responses should cover all information requested in the Questions to be answered in this RFQ. Responses which in the judgment of the NPA fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected. Format however is discretionary to the respondent so long as all information is contained.

**Section 2**  
**DETAILED REQUIREMENTS OF THE**  
**REQUEST FOR QUALIFICATIONS FOR**  
**ENVIRONMENTAL ENGINEERING**

**2.1 SCOPE OF SERVICES:**

The intent of this RFQ is to qualify Consultants for environmental engineering work with the Newark Parking Authority. This will involve environmental investigations and remediation and other environmental work, as needed, in order to pursue the redevelopment of certain Brownfield sites. The successful Respondents will become part of a short list of qualified Consultants that the NPA will use as needed and necessary. Admittance to the list does not guarantee any fixed amount of work, if any. Prices provided by Consultants in their Price Schedule shall be guaranteed by the Respondents for a period of at least one (1) year from the date of submission.

The Scope of Services presented herein provides a general example of Scope of Services that Consultants may be expected to complete in total or in part thereof. The scope of specific work assignments will be determined on a project-specific basis, which will be elaborated through a Request for Pricing process. If interested in a specific work assignment, the pre-qualified Consultants shall be required to respond to the Request for Pricing and prepare a brief scope of work and cost estimate for each assessment project. Consultants will be evaluated on their ability to perform the desired work assignment in timely matter meeting specific needs and tasks. All such responses to Request for Pricing will be prepared by the Consultant at no charge to the NPA.

All work undertaken by the Consultant for the NPA shall be performed in accordance with all local, state and federal laws and regulations. It is not the intent of the following description of the general tasks to outline those technical requirements adequately covered by referenced standards and regulations. The Consultant shall furnish high quality work meeting all requirements of any specific Scope of Services prepared by the NPA, industry standards, and applicable local, state and federal regulation.

**1. NPA-Supplied Information Is Provided For Information Only.**

- A. NPA-supplied information is provided for information only. It is not intended to be part of the Contract Documents. The NPA expressly disclaims responsibility for accuracy of information that has been prepared by others. The NPA further disclaims responsibility for interpretation of that information by Respondents.
- B. All Respondents are encouraged to carefully review the available information regarding environmental conditions at the Site and obtain additional information if Respondent desires. The NPA will not consider requests for additional compensation for extra work due to conditions that reasonably could have been anticipated from the information provided.

**2. Acceptance of Field Conditions And Dimensions**

- A. Selected Consultants will be expected to view sites for which they may submit price proposals. Consultants will be held responsible for incorporation of existing conditions, which may be discoverable at site meetings conducted by the NPA, into their price proposals. The Consultant will be held to have examined the Site before submitting proposals for the work and to be fully aware of the existing conditions under which the work will be done or that will in any way affect the work under this contract. No allowances will be made in this connection for error or negligence on the part of the Consultant.

### **3. Project Coordination**

- A. The NPA will designate a Project Manager (referred to as the "NPA Representative"), who shall have the authority to inspect all work and materials on the Project, and to stop work on the Project when it appears to the NPA Representative that the requirements of the Consultant Scope of Services are not being met.
  - 1. The NPA Representative shall have the authority to reject any work or deliverables which do not meet the requirements of the Scope of Services in the judgment of the NPA Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Consultant Scope of Services.
  - 2. The NPA Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
- B. Cooperate with the NPA Representative, and immediately report to the NPA Representative any questionable or obvious error or omission that may be contained in the Consultant Scope of Services. Do not proceed with work until the NPA Representative has resolved the error or omission.
- C. Cooperate with NPA Representative in allocation of mobilization areas of Site; for project access, traffic, and parking facilities.
- D. Comply with NPA Representative's procedures for project communications; submittals, reports and records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. The Consultant may work in close coordination with other Architecture/Engineering teams that are working on the planning, design and construction of the Property. The Consultant will be responsible for ensuring that environmental workplans are coordinated with the drawings and specifications for the project created by other Architecture/Engineering teams.

### **4. Contract Modification Procedures**

- A. Minor Changes to the Work: Supplemental instructions authorizing minor changes in the scope of work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the NPA Representative.



B. Stipulated Sum Change Orders:

1. Consultant may propose a change by submitting a request for change to NPA Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation.
2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation. Provide data to support computations:
  - a. Origin and date of claim
  - b. Quantities of products, labor, and equipment
  - c. Taxes and insurance
  - d. Overhead and profit
  - e. Justification for change in Contract time
  - f. Credit for deletions from Contract, similarly documented
3. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests or similar.
4. Change shall be based on Consultant's price quotation, or Consultant's request for a Change Order as accepted by NPA Representative and NPA.

C. Time and Material Change Orders:

1. Submit itemized account and supporting data after completion of authorized change, within two (2) weeks.
2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations:
  - a. Date and time work was performed, by whom
  - b. Time records and wage rates paid
  - c. Quantities of products, labor, and equipment
  - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented

D. Unit Price Change Orders:

1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.
2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change Directive.
3. Changes in Contract Sum or Contract Time shall be computed as specified for Time and Material Change Order.

E. Change Directives:

1. NPA Representative may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order.
  2. Document will describe changes in Work, and will designate method of determining change in Contract Sum or Contract Time.
  3. NPA Representative may issue a Proposal Request that includes a detailed description of a proposed change. Consultant shall prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. (Consultant shall endeavor to not delay project as a result of requested changes.)
  4. Promptly execute change in Work.
- F. Correlation of Consultant Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum.
  2. Promptly revise progress schedules to reflect changes in Contract Time, revise sub-schedules to adjust time for other items of work affected by change, and resubmit.

## **5. Authorities Having Jurisdiction**

- A. Authorities Having Jurisdiction: A person or agency who has the delegated authority to determine, mandate, and enforce code requirements established by jurisdictional governing bodies regarding this project. This term includes, but is not necessarily limited to:
1. City of Newark
  2. County of Essex
  3. State of New Jersey
    - (a.) New Jersey Department of Environmental Protection (NJDEP)
  4. US Environmental Protection Agency (USEPA)
- B. The Consultant shall be responsible for identifying all Authorities Having Jurisdiction over the activities specified in the Consultant Scope of Services, verifying requirements, maintaining appropriate levels of communication and coordination, and providing all reports, forms, certifications and other documentations required by the Authorities Having Jurisdiction during the course of the work.

## **6. Payment Procedures**

- A. Consultant applications for payment may be submitted not more than once every thirty (30) days.

- B. Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the proposal price schedule. The Consultant's pay application shall be prepared consistent with format of AIA Document G702 & G703 or similar and the Schedule of Values shall follow the pay items in the Scope of Services and Pricing Sheet.
- C. Each pay application shall be accompanied by a progress statement summarizing the progress made in the billing period and the progress completed to date. The Consultant shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the NPA Representative.
- D. Applications for payment shall be submitted to the NPA's Representative for review. The NPA's Representative will then either submit the application to the NPA for payment or will return the application to the Consultant indicating that corrections should be made or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the NPA's Representative for review and approval.

## **7. Professional Licensure**

- A. The Respondent shall provide with the Proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

## **8. Codes, Regulations and Standards**

- A. Verify and comply with all applicable Federal, State and local codes, regulations, standards and guidance relating to buildings, employment, the preservation of public health and safety, environmental compliance, use or closure of streets and sidewalks, and the performance of the Consultant Scope of Services. Ensure that such requirements are fully understood and they are fully and faithfully implemented and/or enforced.
- B. Applicable codes, regulations and standards include, but are not necessarily limited to, the following:
  - 1. General Ordinances of the City of Newark
  - 2. Essex County District Solid Waste Management Plan
  - 3. Uniform Construction Code of the State of New Jersey
  - 4. Uniform Fire Code of the State of New Jersey
  - 5. New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
  - 6. New Jersey Environmental Law: Including, but not limited to:
    - i. Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA)
    - ii. Spill Compensation and Control Act. N.J.S.A. 58:11-64 et seq.
    - iii. Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq.

7. New Jersey Department of Environmental Protection (NJDEP) Regulation: Including, but not limited to:
  - i. Title 7 New Jersey Administrative Code (N.J.A.C.)
  - ii. Chapter 14B Underground Storage Tanks (N.J.A.C. 7:14B)
  - iii. Chapter 26 Solid Waste (N.J.A.C. 7:26)
  - iv. Chapter 26A-1 Recycling Regulations (N.J.A.C. 7:26A-1)
  - v. Chapter 26A-7 Universal Waste Management (N.J.A.C. 7:26A-7)
  - vi. Chapter 26C Admin. Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C)
  - vii. Chapter 26E Technical Guidance for Site Remediation (N.J.A.C. 7:26E)
  - viii. Chapter 26G Hazardous Waste Management Regulations (N.J.A.C. 7:26G)
8. NJDEP Guidance Documents (most recent version) including, but not limited to:
  - (a) Guidance for Characterization of Concrete and Clean Material Certification for Recycling
  - (b) Field Sampling Procedures Manual
9. Federal Regulations, Codes, and Standards
  - (a) 29 CFR, U.S. Department of Labor, OSHA Standards:
    - i. Part 1910.120 HAZWOPER

## **9. Reliance on Prior Work**

- A. The NPA may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the Property by others including environmental reports, drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant.
- B. The NPA makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the NPA.

## **10. Schedule**

- A. The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the NPA and diligently pursue the work as per a schedule to be determined by the NPA's Representative and the Consultant prior to the commencement of the work.

## **11. Submittal Procedures**

- A. Workplans and Reports to the NPA
  1. Text documents shall be prepared in Microsoft Word. Drawings shall be prepared in AutoCAD. Tables and cost estimates shall be prepared

in Microsoft Excel. Project Schedules shall be prepared in Microsoft Project.

2. All Workplans and Reports required by the Consultant Scope of Services shall be submitted to the NPA Representative in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from the NPA into the documents and resubmit them to the NPA for approval to finalize.
3. The draft and final deliverables provided by the Consultant to the NPA shall consist of the following:
  - a. Printed Deliverables: One (1) bound printed copy of the entire submittal including any drawings, figures, maps, tables, and photographs. The printed copy may be sent by mail to the NPA Representative.
  - b. Electronic Deliverables: All deliverables shall be provided in professionally formatted cover-to-cover copy in *PDF* format of the entire submittal in correct page order including all text, tables, figures, photos, and appendices. The electronic files shall be made available to the NPA Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.
  - c. Electronic Source Files: Electronic files (*Word, Excel, AutoCAD, Project, etc.*) containing all source files of text, tables, drawings, figures, maps, photographs, and other materials used to generate the submittal. Electronic files of all drawings in *AutoCAD* format, work plans and technical reports in *Microsoft Word* format, and cost and quantity estimates in *Microsoft Excel* format. The electronic files shall be made available to the NPA Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

B. Other Project Documentation to the NPA:

1. Legible copies of all permits and plan approvals; sub-consultant submittals; load-out and disposal documentation; waste characterization documentation including chains of custody and analytical reports; and test and inspection reports shall be delivered to the NPA Representative as soon as possible after receipt or generation by the Consultant.
  - a. Copies of submittals shall be sent electronically to the NPA Representative by email or fax. Print copies of these documents shall not be accepted.

2. Originals of all documents summarized in (1) above shall be delivered to the NPA Representative as part of the appropriate Final Report or Regulatory Report as required by the Consultant Scope of Services.

C. Submissions to Authorities Having Jurisdiction

1. The Consultant shall provide all required forms, permit applications, plans, reports and other submittals to all Authorities Having Jurisdiction including, but not limited to, NJDEP and City of Newark as required by the Authority and the Consultant Scope of Services. The NPA shall pay all government fees associated with submittal, review and approval of the documents by the Authority.
2. It is the responsibility of the Consultant to prepare and submit these documents to the appropriate Authority in accordance with all applicable codes, regulations and standards.

**12. Site Security**

- A. Site security and safety is the responsibility of the Consultant when mobilized to the Site. The Consultant shall secure the Site during non-working hours to prevent pedestrian and vehicular access. The Consultant is responsible for the safety and security of their employees and the general public as well as their materials and equipment. The Consultant shall assume responsibility for costs associated with damage by vandalism to their material and equipment.

**2: CONSULTANT SCOPE OF SERVICES - SPECIAL REQUIREMENTS**

**1. New Jersey Institute of Social Justice Brownfield Job Training Program**

- A. The NPA will consider the Respondent's commitment to hire 10% or a minimum of two (2) Newark residents that have graduated from the New Jersey Institute of Social Justice Brownfield Job Training Program when evaluating proposals. These individuals have all appropriate training and certifications to serve as environmental field technicians.

**3: CONSULTANT SCOPE OF SERVICES – TASK ITEMS**

**Task 1. Project Management and Control**

- A. The Consultant shall promote good communication and coordination of all relevant parties throughout the project.
- B. The Consultant shall provide regular updates and progress reports to the NPA's Representative throughout the project. Upon request by the NPA's Representative, the Consultant shall provide summary letter reports on field work, including preliminary sample analysis results, prior to the completion of remedial phase reports.
- C. Project Meetings:

1. Kick-off Meeting: Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off meeting at Newark Parking Authority Offices prior to the commencement of work with the NPA. The kick-off meeting shall be used to review the Consultant Scope of Services, determine project goals and requirements, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the NPA's Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit.
  2. Progress Meetings: The NPA Representative will schedule and administer meetings throughout progress of the Work as needed. The meetings shall take place at Newark Parking Authority Offices, the Site, or another place of the NPA's choosing. The Consultant shall attend up to two (2) Progress Meetings (in addition to the kick-off meeting) during the course of work at no additional charge to NPA.
- D. The Consultant shall provide to the NPA, prior to initial kick-off meeting, a workplan and schedule describing actions to be taken by the Consultant to complete the work required by this Scope of Services. The project workplan and schedule shall be updated periodically as necessary and to the satisfaction of the NPA without additional cost to the NPA.
- E. Note: This task item includes the preparation of special price schedules and invoices that separate and divide task items in a way acceptable to the NPA and EPA and that meet the requirements of the EPA Brownfield Cleanup Grant program. Prior to the commencement of work, the NPA's Representative and the Consultant shall prepare a master budget for the project clearly delineating each task item and portions of task items by funding source. The master budget may be updated periodically as necessary and to the satisfaction of the NPA without additional cost to the NPA.

## **Task 2. Licensed Site Remediation Professional Oversight**

- A. At the execution of the Contract, the Consultant shall designate a New Jersey Licensed Site Remediation Professional (LSRP) to provide services to the NPA as the entity responsible for remediating the Site as per New Jersey Department of Environmental Protection (NJDEP) regulation. Provide to the NPA's Representative documentation of the designated LSRP credentials and experience.
- B. The NPA reserves the right to reject any LSRP designee and to retain and dismiss the LSRP at its sole discretion. If the NPA rejects or dismisses an LSRP selected by the Consultant, the Consultant shall propose a replacement LSRP within ten (10) days of notification by the NPA.
- C. Upon written approval by the NPA, the LSRP must prepare and submit a LSRP Notification of Retention or Dismissal Form to NJDEP along with any other required SRRRA forms (Refer to Task 4 of this Section).
- D. **LSRP Scope of Work:** The LSRP shall provide oversight, certification, and observation services for all Work at the Site and certify and approve all reports and submittals as required by the Consultant Scope of Services.

1. This work shall include: health and safety program management, storage tank removal, monitoring well closure, excavation, backfilling and import of material, environmental sampling and analysis, and waste management and disposal as far as it applies to activities regulated by the New Jersey Department of Environmental Protection (NJDEP); is required by NJDEP regulations for the NPA to engage the services of an LSRP; and required by the Consultant Scope of Services.
  2. The LSRP shall complete all obligations to the NPA as per the requirements of the New Jersey Site Remediation Reform Act (SRRA). It is the responsibility of the designated LSRP to inform the NPA of its obligations per all NJDEP regulations including applicable fees and oversight costs, required permits, and mandatory remediation timeframes. When necessary, in the opinion of the LSRP or at the request of the NPA Representative, the LSRP must coordinate with NJDEP through email and telephone communications or in-person meetings.
- E. **LSRP Duty to Report**: The LSRP is charged under the SRRA at N.J.S.A. 58:10C-16j to report conditions of Immediate Environmental Concern (IEC) at the Site as follows: 1) Immediately verbally advise the NPA Representative of that person's duty to notify NJDEP of the condition; and 2) Immediately notify NJDEP of the condition by calling the NJDEP's telephone hotline. The LSRP shall take all required actions to comply with immediate regulatory timeframes for responding to the IEC's at the Site per NJDEP regulation with verbal or written approval from the NPA Representative.

### **Task 3. Review of Environmental Case Files**

- A. The Consultant shall assemble copies and complete reviews of all reasonably accessible environmental case files and reports and on-line data pertaining to the Site (collectively referred to as the "Environmental Case Files") of the NJDEP, County of Essex, USEPA and any other Authority Having Jurisdiction. "Reasonably accessible methods" include submission of Freedom of Information Act (FOIA) or New Jersey Open Public Records Act (OPRA) requests and performing file reviews of the documents provided in response to these requests. No additional fees will be paid to produce copies of Environmental Case Files for use by the Consultant or LSRP.
- B. The Consultant shall make electronic copies of all Environmental Case File documents and provide them to the NPA at no additional cost to the NPA as per the submittal requirements for electronic files of this Scope of Services. The transmittal of the electronic files must include a written index of all Environmental Case Files assembled by the Consultant and organized by source of the documentation.
- C. Using the Environmental Case Files assembled by the Consultant, the LSRP must prepare a Case Inventory Document (CID) per NJDEP requirements. The CID must be provided to the NPA in draft and final form and to NJDEP (as necessary) in NPA-approved final form as per the submittal requirements of the Consultant Scope of Services.



#### **Task 4. SRRA Forms and Certifications**

- A. Complete, certify and submit all necessary NJDEP SRRA forms and certifications. Acquire all information, data, and everything else necessary to complete the forms from the environmental case files and surveys, remedial investigations and interim and final remedial actions that may be completed under this Scope of Services or any other means required to accurately and totally complete the forms. The requirement to complete SRRA Forms includes the preparation of any required exhibits, attachments, certifications or all else required to complete the form to the satisfaction of the NJDEP.
- B. The SRRA forms and certifications to be completed under this task item may include, but are not necessarily limited to, any of the following, and may be prepared and submitted for one or more remedial phases conducted as per the Scope of Services:
- Annual Remediation Fee Reporting Forms (includes on-line payment and updates).
  - Case Inventory Documents
  - Confirmed Discharge Notification Forms
  - Exemption from Spill Act Liability Certifications (including on-line notifications).
  - Full Laboratory Data Deliverables Forms
  - IEC Response Action Forms
  - LNAPL Free Product Reporting Forms
  - LSRP Notification of Retention or Dismissal (including on-line notifications).
  - Monitoring Well Certification Form A - As-Built Certifications
  - Monitoring Well Certification Form B - Location Certifications
  - Public Notification and Outreach Forms
  - Receptor Evaluation Forms including Initial Receptor Evaluation Form
- C. If required by the Scope of Work, the LSRP must provide required oversight to prepare and certify any and all required underground storage tank (UST) registration and closure permits for the Work including, but not limited to, City of Newark UST Removal Permit, NJDEP Storage Tank Registration, Notice of Intent to Remove a UST, and UST Facility Certification Questionnaires.
- D. If required by the Scope of Work, the LSRP must provide required oversight to prepare and certify all paperwork necessary to transport excavated soils and other waste materials from the Site to approved off-Site facilities.
- E. Copies of all SRRA Forms together with all exhibits and attachments must be provided to the NPA in draft and final form and to NJDEP (as necessary) in NPA-approved final form as per the submittal requirements of the Scope of Services.

#### **Task 5. Health and Safety Program**

- A. The Consultant shall prepare a Site-Specific Health and Safety Program including a Health and Safety Plan (HASP) that outlines procedures to protect on-site workers and the general public; respond to emergencies; comply with environmental regulations, and prevent pollution as a result of work operations.

1. A specification for the Consultant's HASP is provided in the Attachments to this Scope of Work. By submitting the Proposal, the Consultant agrees to perform the HASP as per the requirements of the NPA's HASP specification.

#### **Task 6. Public Notification**

- A. The Consultant shall take all necessary actions to complete all public notification requirements per N.J.A.C. 7:26C-1.7 (a) – (n) throughout the length of the project using information obtained from the environmental case files and remedial investigation and interim and final remedial actions completed under this Scope of Services and any other research and documentation necessary to obtain sufficient information to properly complete all required deliverables.
- B. The Consultant shall coordinate with the NPA's representative to identify the required means of notification (e.g. distributions letters, fact sheets, signage, etc.), prepare the necessary notification(s), and submit the required forms and confirmation of submittals to the local health officer, municipal clerk, NJDEP case manager (if applicable) and NJDEP Office of Community Relations.
- C. The Consultant shall provide the NPA a mock-up of the signage prior to posting and/or draft versions of notification letters and fact sheets prior to public distribution and shall modify the signage and/or letters and fact sheets as per the direction of the NPA without additional cost to the NPA. The Consultant shall not post the sign or publicly distribute letters or fact sheets or complete any other public notification action until having received approval by the NPA's Representative in writing.
- D. This task item does not include "additional community outreach", nor the establishment of an associated local information repository, nor the scheduling or participation at public meetings as described in N.J.A.C. 7:26C-1.7 (o).

#### **Task 7. Receptor Evaluation**

- A. The Consultant shall take all necessary actions to complete all receptor evaluation reporting requirements per N.J.A.C. 7:26E-1.12 - 16, including the preparation and submittal of an Initial Receptor Evaluation Form and all subsequent required Receptor Evaluation Forms for land, groundwater, vapor intrusion and ecological receptors with all required exhibits and attachments and for each phase of remediation completed under this Scope of Services.
- B. The Consultant shall use information obtained from the environmental case files and remedial investigation and interim and final remedial actions completed under this Scope of Services and any other research and documentation necessary to obtain sufficient information to properly complete all required deliverables including well searches, forms, maps and reports under this task item.
- C. Except for media sample collection and analysis included as part of the Scope of Services, no additional sampling and analysis shall be completed for this task.
- D. The Receptor Evaluation Forms together with all exhibits and attachments shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

### **Task 8. Geophysical Survey and Report**

- A. The Consultant shall complete a subsurface delineation survey (geophysical survey) at the accessible interior and exterior areas of the Site. The geophysical survey shall be conducted utilizing non-invasive metal detection, magnetometer and electromagnetic equipment as necessary. The geophysical survey shall be conducted to locate and identify any buried utility system components or tanks. In addition, areas of dense fill material or other anomalies that indicate fill material shall be identified during the radar surveys. All potential utility targets or fill material areas shall be field marked. The Consultant shall provide a Geophysical Survey Summary Report, including photographs and instrument output graphs, indicating the findings of the survey on a Site map and providing conclusions and recommendations.
- B. The Geophysical Survey Summary Report shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

### **Task 9. Pre-Demolition Survey and Report**

- A. The Consultant shall complete a pre-demolition survey of all interior and exterior areas at the Site that are reasonably accessible without extraordinary efforts or causing life-threatening conditions. The purpose of the survey shall be to identify all potential hazardous and non-hazardous material waste streams and quantify as precisely as possible the costs of Site demolition and disposal or recycling of waste materials. Categories of waste materials expected to be generated include (but are not limited to):
  - 1. Construction and Demolition materials: e.g. concrete, masonry, asphalt, wood, metal, trees, tree stumps and other vegetation from clearing and grubbing, etc.
  - 2. Bulky Waste materials: e.g. appliances, furniture, automobile and vehicle parts, tires, etc.
  - 3. Hazardous and Special Wastes: e.g.: Lead-Based Paint (LBP); PCBs; used oil, hydraulic fluid or diesel fuel; waste paints, varnish, solvents, sealers, thinners, resins, roofing cement, adhesives, machinery lubricants, and caulk; refrigeration liquids, boiler and incinerator ash; residue, sludges, cleaning materials, and fluids from storage tanks; solvent or petroleum contaminated water; lab-pack items, etc.
  - 4. Petroleum-impacted or contaminated water: e.g. water in boilers, vaults and shafts, etc.
  - 5. Universal Wastes: e.g. light fixture ballasts, fluorescent lamps, mercury containing thermostats, Freon-containing devices, batteries, etc.
  - 6. Asbestos Containing Materials (ACMs) including friable and non-friable materials.
- B. The survey shall include an inspection for obvious indications of areas of environmental concern including aboveground and underground storage tanks; process equipment; waste piles; drums, and containers; overhead and below ground piping; drainage sumps, storm water catch basins, subsurface storage

vaults, settling basins, and subsurface passageways. The Consultant shall inspect, measure, and estimate contents of these features as possible. The Consultant shall collect select samples of the contents of these features to determine environmental characteristics and waste class parameters.

- C. The Consultant shall make quantity estimates of concrete and masonry materials in buildings, slabs, foundations and secondary containment structures. The Consultant, under direction of the LSRP, shall collect and submit for laboratory analysis samples of the concrete and masonry to characterize the material as per the requirements of the NJDEP Guidance for Characterization of Concrete and Clean Material Certification for Recycling. All concrete samples must be analyzed by an independent testing laboratory, at minimum, for: PCBs, USEPA Target Compound List/Target Analyte List Plus Thirty (TCL/TAL + 30) as defined at N.J.A.C. 7:26E-1.8; RCRA TCLP Metals; and Extractable Petroleum Hydrocarbons (EPH).
- D. The Consultant shall provide a Pre-Demolition Survey Report documenting all survey, sampling and analysis procedures complete with analytical reports and summary tables quantifying the estimated amounts of hazardous and other waste streams on-Site including volumes of concrete and masonry materials impacted by contaminants.
  - 1. The summary table must indicate the location of each material and each sample (when applicable), type of waste stream, the container from which the sample was collected (if applicable), estimated total quantity of the material, matrix, waste characterization, identified contaminants and comparison to applicable state (NJDEP) and/or federal regulatory limits including those found in 40 CFR Part 261 (Hazardous Waste) and 40 CFR Part 761 (PCBs).
  - 2. The report shall include detailed, scaled maps, drawings and photographs to indicate points of waste generation and locations of sample sites.
  - 3. The report shall include a quantity estimate of materials that may be suitable for recycling including concrete and masonry debris, scrap metal, and any other items that are suitable for reuse.
  - 4. The Pre-Demolition Survey Report shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

#### **Task 10. Preliminary Assessments / Phase I Environmental Site Assessments**

- A. The Consultant shall complete a Preliminary Assessment in accordance with the requirements of N.J.A.C. 7:26E and/or Phase I Environmental Site Assessment in accordance with ASTM standard E 1527-05.
- B. The Preliminary Assessment and/or Phase I Environmental Site Assessment Report shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

**Task 11. Site Investigations / Remedial Investigations / Phase II Environmental Site Assessments**

- A. The Consultant shall complete a Site Investigation or Remedial Investigation in accordance with the requirements of N.J.A.C. 7:26E and/or Phase II Environmental Site Assessment in accordance with ASTM standard E 1903-97.
- B. The investigation may include the implementation of oversight of the following:
  - 1. Installation of test pits, soil borings, and temporary well points.
  - 2. Installation of permanent monitoring wells.
  - 3. Removal and disposal of underground and above ground storage tanks.
  - 4. Sampling and analysis of various environmental media including soil, sediment, groundwater and waste materials for disposal.
- C. The Site Investigation or Remedial Investigation and/or Phase II Environmental Site Assessment Report shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

**Task 12. Remedial Action Workplan**

- A. The Consultant shall present the results of remedial investigations and interim remedial actions to make recommendation towards final environmental closure of the site in a Remedial Action Workplan as per the requirements of N.J.A.C. 7:26E.
- B. Due to the nature of contamination at typical sites in the City of Newark and the presumed reuse of the site with environmental restrictions, remediation of the site may include the use of engineering and institutional controls including a site-wide cap and Deed Notice and Classification Exception Area (CEA) for groundwater, if necessary. The Remedial Action Workplan shall include (as necessary) a draft Deed Notice, draft CEA/Well Restriction Area (WRA) Fact Sheet Form, draft Remedial Action Permits for Soil and Groundwater, draft Remedial Action Outcome Form and all required exhibits and attachments.
- C. The Remedial Action Workplan shall be presented to the NPA in draft and final forms as per the submittal requirements of this Scope of Services.

**Task 13. Bid Specifications and Drawings for Demolition and Remediation**

- A. Upon approval by the NPA of the Remedial Action Workplan, the Consultant shall provide final drawings, technical specifications, and contracting requirements for demolition, clearing and remediation of the site and include all pertinent information required for contractors to price and complete the project ("Contract Documents"). Where necessary, plans and drawings shall be prepared signed and certified by a qualified New Jersey Licensed Professional Engineer.

- B. The purpose of the demolition and clearing shall be to complete the required remediation and only those structures that are required to be removed to allow safe and full access to environmental Areas of Concern shall be identified for demolition.
- C. The Contract Documents, together with all procurement requirements of the State of New Jersey and the City of Newark, shall constitute the complete set of Construction Documents. Procurement requirements will be provided by the NPA for inclusion in the Construction Documents.
- D. The Construction Documents shall be revised as necessary to include any pre-contract revisions and addenda.
- E. The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). Technical specifications shall be organized using the Construction Specifications Institute (CSI) Manual of Practice and Master Format - Master List of Titles and Numbers for the Construction Industry.
- F. The Consultant shall provide the package of 100% Construction Documents to the NPA for review and approval. At the request of the NPA Representative, the Consultant shall attend one meeting with the NPA to discuss the Construction Document package at NPA Offices or other location to be selected by the NPA. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the NPA Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit. Review comments from the meeting shall be incorporated into the final Construction Documents.

#### **Task 14. Assistance with Bidding**

- A. Following written approval by the NPA of the 100% Construction Documents, the Consultant shall provide up to eight (8) printed sets of reproducible Construction Documents (complete drawing sets and bound Project Manuals) to the NPA for use in distributing documents to the bidders. The Consultant shall provide cover-to-cover electronic PDF files of the drawings sets and Project Manual to the NPA Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.
- B. The Consultant shall prepare for and attend one (1) pre-bid conference with bid respondents at the job site.
- C. The Consultant shall provide written responses to questions from bid respondents regarding the Consultant designs and prepare up to one (1) addendum for the bid documents.

#### **Task 15. Demolition/Remediation Phase Oversight Services**

- A. The Consultant shall provide Demolition/Remediation ("Construction") Phase support services as detailed in this Task Item. Construction Administration for the construction contract will be provided by the NPA.

- B. An allowance of fifteen (15) 8-hour days has been allocated for the Consultant to provide on-site oversight and other field tasks including collection and packaging of post-excavation and other material samples, make measurements and record observations, verify that design and materials specifications are being met, report deviations from design documents, and provide field clarifications. The Price Schedule to be included with the Respondent's proposal shall include one line item providing a fixed day rate for Construction Phase Support Field Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.
- C. An additional one-hundred and twenty (120) hours has been allocated to provide additional professional support services as listed below. The hours will be budgeted by the Consultant and the NPA Representative prior to the initiation of construction and will be applied to the construction schedule to be developed by the construction contractor. The Price Schedule to be included with the Respondent's proposal shall include one line item providing a fixed day rate for Construction Phase Support Professional Services, including all labor, material, equipment and all other costs, as required by this Scope of Services. The following items are included under this Line Item:
1. The Consultant shall attend one (1) pre-construction meeting (allowance: 4 hours) to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the NPA Representative and the construction contractor.
  2. The Consultant shall attend construction project update meetings with the NPA Representative and the construction contractor either at NPA Offices or at the project site throughout the course of construction to review progress and work schedules and discuss construction issues.
  3. The Consultant shall review and provide written comment within seven (7) business days on submittals provided by the NPA Representative including written requests for information (RFI) or interpretation of drawings and technical specifications; work plans; shop drawings; and material submittals. The Consultant shall assist the NPA Representative as necessary in the preparation of Change Orders and Change Directives.
  4. At the request of the NPA Representative, the Consultant shall revise drawings and specifications as necessary to address unforeseen conditions that may be identified during construction.
  5. The Consultant shall assist in project close-out tasks including preparation of punch lists, confirming attainment of Substantial Completion and participating in the Final Inspection.

#### **Task 16. Environmental Closures**

- A. Following the completion of all interim and final remedial actions by the, the Consultant shall provide to the NPA all documents, forms, certifications and reports necessary to close out the site and to provide the NPA a Remedial Action Outcome letter.

- B. The Consultant shall prepare a Remedial Action Report as per all requirements of N.J.A.C. 7:26E and include all documentation of the remedial actions including as-built surveys and drawings, waste manifests, disposal and recycling documentation, analytical reports, and final versions of Deed Notice, CEA/Well Restriction Area (WRA) Fact Sheet Form, Remedial Action Permits for Soil and Groundwater, Remedial Action Outcome Forms and all required exhibits and attachments.

**2.2 STANDARD REQUIREMENTS OF THE RESPONSE TO REQUEST FOR QUALIFICATIONS:** Respondents should submit technical qualifications which contain the following:

- a. Provide your or your company's name and address, and the primary RFQ's contact's name, telephone number, fax number and e-mail address. Provide the address of the office that will service this account.
- b. Give a brief history of your or your firm's involvement in providing environmental engineering services for governmental authorities, including the year of organization, current ownership, and affiliations. Are ownership changes planned or anticipated at this time?
- c. How many years have your or your firm provided similar nonprofit, governmental and independent authority services?
- d. Provide a representative list of clients to whom you have provided the services requested in this Request for Qualifications within the last 5 years.
- e. Provide levels of coverage for errors and omissions coverage, and other fiduciary coverage that your firm carries; include a copy of proof of coverage.
- f. Describe how services will be delivered to the NPA in a timely fashion, and the name of all persons who will service this account and their experience in the field of this RFQ.
- g. Provide a Price Schedule for the year.
- h. Provide a Letter of Qualification (Appendix A) and a Letter of Intent (Appendix B).
- i. Provide an Affirmative Action Statement, Exhibit 1.
- j. Provide a completed Non-Collusion Affidavit, Exhibit 2.
- k. Provide a completed Disclosure Certificate, Exhibit 3.
- l. Provide a completed Hold Harmless Agreement, Exhibit 4.
- m. Provide a completed Disclosure of Investment Activities in Iran, Exhibit 5.
- n. Employee Information Report Form AA302



- o. Provide a statement that the respondent will comply with the General Terms and Conditions required by the NPA and enter into the NPA standard Professional Services Contract;
- p. Provide a copy of the Respondent's New Jersey Business Registration Statement.

**2.3 SUBMISSION EVALUATION:** The NPA will select the most advantageous submissions based on all of the evaluation factors set forth in this RFQ and the information provided. The NPA will make the award(s) that is/are in the best interests of the NPA. The most advantageous submission may be selected regardless whether it is the lowest qualified respondent.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful Respondent shall be determined by an evaluation of the total content of the qualifications submitted. The NPA objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the NPA. The NPA will consider Qualification Statements only from firms or organizations that, in the NPA's sole discretion and judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Newark in the manner described in this RFQ. The NPA will evaluate proposals and all relevant factors will be considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the NPA and the subject matter addressed under the contract;
3. Availability to accommodate the required meetings of the NPA;
4. Price Schedule;
5. Although a local office is not required, it may be considered as a positive factor;
6. Other factors demonstrated to be in the best interest of the NPA.

Said evaluation criteria will be utilized by the NPA in a manner that is consistent with the best interests of the NPA as determined by the Board of Commissioners in their sole discretion.

The NPA reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of a particular Respondent's qualifications for further consideration. However, Respondents may specify portions of the proposal that they consider "bundled"; and/or,
- c. Award a contract for the requested services at the annual reorganization meeting of the Board of Commissioners after review of the Qualifications and approval of same by the NPA. Every submission shall be deemed valid from date of submission through this time period.

The NPA shall not be obligated to explain the results of the evaluation process to any Respondent except as otherwise provided by law.

**2.4 SUBMISSION LIMITATIONS:** This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the NPA by issuance of this RFQ. The NPA reserves the right at its sole discretion to refuse any submission.

**2.5 USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the NPA to the Respondent in connection with this RFQ shall remain the property of the NPA. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the NPA or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and may not be used for other purposes except for this RFQ and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

**2.6 TERMS & CONDITIONS OF THE RFQ:**

- a. The NPA reserves the right to reject any or all submissions or to waive any informalities in the submissions and unless otherwise specified by the respondent, to accept any item, items or services in the submissions should it be deemed in the best interest of the NPA to do so.
- b. In case of failure to provide any services by the successful respondent, the NPA may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.
- c. The respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General and Automobile Liability.
- d. Each submission must be signed by the person authorized to do so.
- e. The contract shall be in effect through a one (1) year period unless otherwise stated, and the successful respondent shall continue to supply such services under the contract until a successor is appointed.
- f. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to respondents. In the case of mailed submissions, the NPA assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. **Submissions will not be accepted by facsimile or e-mail.**
- g. In accordance with Affirmative Action Law, *P.L. 1975, c.127 (N.J.A.C. 17:27)* with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (Form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race,

- creed, color, national origin, ancestry, marital status, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the NPA setting forth provisions of this non-discrimination clause;
- (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color or national origin, ancestry, marital status, sex or handicap;
- c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the NPA advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; and, (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the *P.L. 1975, c.127*, as amended and supplemented from time to time.
- h. By submission of qualifications, the respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful respondent shall, at its expense, defend any and all actions or suits charging such infringement and will save the NPA harmless in any case of any such infringement.
- i. No respondent shall influence, or attempt to influence, or cause to be influenced, any NPA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- j. No respondent shall cause or influence, or attempt to cause or influence, any NPA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
- k. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Executive Director and General Counsel and Director of Development of the NPA's decision shall be final and conclusive.
- l. The NPA shall not be responsible for any expenditure of monies or other expenses incurred by the respondent in making its request for consideration.
- m. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this submission.

- n. Respondent must agree not to represent any parties adverse to the NPA, its agencies and commissions, during the term of engagement.

**SECTION 3**  
**INSTRUCTIONS TO RESPONDENTS**

**3.1 SUBMISSION OF QUALIFICATIONS STATEMENTS:**

Respondent must submit an original and three (3) copies of their Qualification Statement to the designated contact person named above

**Qualifications Statements must be received by the NPA no later than Wednesday, February 11, 2015 at 12:00 noon (prevailing time) VIA CERTIFIED MAIL, OVERNIGHT DELIVERY, OVERNIGHT DELIVERY OR HAND DELIVERY. Qualification Statements forwarded by facsimile or e-mail will not be accepted.**

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, signed and acknowledged by the Respondent.

All firms and/or interested persons responding to this RFQ hereby agree to work under the terms and conditions as set by the NPA. The contract is for the time period of one (1) year from the date the contract is approved by the NPA Board of Commissioners at its annual Reorganization Board meeting.

**END OF GENERAL INSTRUCTIONS**

**REQUEST FOR QUALIFICATIONS CHECK LIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION PACKAGE. A SUBMISSION WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REJECTION.**

Please initial below, indicating that your response includes the itemized document.

- A. An original and three (3) signed copies of your complete qualification statement \_\_\_\_\_
- B. Signed Appendix A Letter of Qualification \_\_\_\_\_
- C. Signed Appendix B Letter of Intent \_\_\_\_\_
- D. Exhibit 1, Mandatory Equal Employment Opportunity Statement \_\_\_\_\_
- E. Exhibit 2, Non-Collusion affidavit properly notarized \_\_\_\_\_
- F. Exhibit 3, Partnership/Corporate Disclosure Statement \_\_\_\_\_
- G. Exhibit 4, Hold Harmless Agreement \_\_\_\_\_
- H. Exhibit 5, Disclosure of Investment Activities in Iran \_\_\_\_\_
- I. Employee Information Report Form AA302 \_\_\_\_\_
- J. Authorized signatures on all forms \_\_\_\_\_
- K. Business Registration Certificate(s) \_\_\_\_\_
- L. Insurance Certificate(s) \_\_\_\_\_

Note: *N.J.S.A 52:34-44* provides that the NPA shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualifications. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS**

\_\_\_\_\_  
**Name of Respondent**

\_\_\_\_\_  
**Person, Firm or Corporation**

**BY:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**APPENDIX A**  
**LETTER OF QUALIFICATION**

Note: To be typed on respondent's letterhead. No modifications may be made to this letter.

**Date:**

**Chigozie U. Onyema**  
**General Counsel & Director of Development**  
**Newark Parking Authority**  
**50 Park Place, Suite 919**  
**Newark, New Jersey 07102**

Dear Mr. Onyema:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualification (RFQ) issued by the Board of Commissioners of the NPA in connection with the NPA's needs for Environmental Engineering for the NPA.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

\_\_\_\_\_  
**Respondent Typed Name and Title**

\_\_\_\_\_  
**Type Name of Firm**

\_\_\_\_\_  
**Signature of Respondent**

\_\_\_\_\_  
**Date**

\* If a joint venture, partnership or other formal organization is submitting a Qualification Statement each participant shall execute this Letter of Qualification.

**APPENDIX B**  
**LETTER OF INTENT**

Note: To be typed on respondent's letterhead. No modifications may be made to this letter.

**Date:**

**Chigozie U. Onyema**  
**General Counsel & Director of Development**  
**Newark Parking Authority**  
**50 Park Place, Suite 919**  
**Newark, New Jersey 07102**

Dear Mr. Onyema:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ) issued by the Board of Commissioners of the NPA in connection with the NPA's needs for 2015 Environmental Engineering for the NPA.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. **(Name of Respondent)** agrees(s) to participate in good faith in the procurement process as described in the RFQ and to adhere to the procurement schedule.
3. **(Name of Respondent)** acknowledge(s) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declare(s) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional person may subsequently be included as participating Principals, but only if acceptable to the NPA. **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. **(Name of Respondent)** acknowledges and agrees that the NPA may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case the NPA shall have any liability to the Respondent for any costs incurred by the **Respondent** with respect to the procurement activities described in the RFQ.
6. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of Environmental Engineer must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

---

**Signature of Respondent**

---

**Respondent Typed Name and Title**

---

**Respondent - Type Name of Firm**

---

**Date**

\* If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.



**EXHIBIT 1**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31, et seq. AND N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with regard to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal 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 opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable city employment goal established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable city employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

- \* Letter of Federal Affirmative Action Plan Approval
- \* Certificate of Employee Information Report
- \* Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

---

**Person, Firm or Corporation**

**BY:**

---

**Name**

---

**Title**

**Date:** \_\_\_\_\_

**EXHIBIT 2**

**Non-collusion Affidavit**

**State of New Jersey**

**County of \_\_\_\_\_**

**I Am:**

**Term Of:**

**Upon My Oath, I Depose and Say:**

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE NPA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER.  
(N.J.S.A.52:34-25)

**Subscribed and Sworn to:**

**Before Me this \_\_\_\_\_ Day**

**Of \_\_\_\_\_ 20\_\_\_\_\_.**

\_\_\_\_\_  
**(Type or Print Name Affiant under Signature)**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires: \_\_\_\_\_, 20\_\_\_\_\_**

**EXHIBIT 3**

**Partnership/Corporate Disclosure Statement**

Bidder must Specify Whether Bidding as an Individual, Partnership or Corporation and Fill in the Appropriate Section Shown Herein.

N.J. State Statute Requires Corporation and Partnership Bidding for Public Contracts to Submit a List of the Names and Addresses of All Stockholders Owning ten percent (10%) or more of the Stock of the Corporation, or in the Case of Partnership, the Names and Addresses of those Partners Owning a ten percent (10%) or Greater Interest Therein:

**Full Name of Individual, Partnership or Corporation:**

**Trading as:**

**Name of State in Which Company Is Incorporated:**

**Name and Address of Each Stockholder Owning 10% or More of the Corporation Stock:**

Name	Address	Percentage of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Or None [  ]

Note: No Post Office Box Number Accepted, Full Street Address Only.  
Criminal Conviction to Serve as Grounds for Disqualification from Award of Contract:

Respondent must Disclose Whether Any Person(s) Named above Have Any Criminal Conviction in Any Municipal, County, State and/or Federal Court in this State or Any Other State.

Yes [  ] No [  ]

If Yes, please describe: \_\_\_\_\_  
\_\_\_\_\_

Any rejection or termination by the NPA of the Respondent, based upon a prior conviction, shall not take place unless and until there has been a responsibility hearing held by the NPA

Board of Commissioners, Executive Director, and Executive Staff. Also, bidder must report any conviction of any person(s) named above in any Municipal, County, State and/or Federal Court during the contract or agreement period to the NPA.

Any termination of the Newark Parking Authority within the City of Newark, based upon subsequent conviction, shall not take place unless and until there has been a responsibility hearing held by the NPA Board of Commissioners, Executive Director and General Counsel.

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**Signature of Respondent**

---

**Respondent Typed Name and Title**

---

**Respondent Type Name of Firm**

---

**Date**

**Exhibit 4**

**HOLD HARMLESS AGREEMENT**

The contractor, shall defend, indemnify and hold harmless the Parking Authority of the City of Newark, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any cost of defense incurred by the Parking Authority of the City of Newark and any payments, recoveries and judgments against the Parking Authority of the City of Newark, which arise from actions or omissions of the Contractor, his agents or employees in the execution of the work and/or duties to be perform under the contract.

Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproductions costs, and long distance travel and phone expenses in connection with defense and shall bear the prevailing interest rate, where applicable.

The Contractor shall be responsible for all damage to persons or property caused or alleged to have been caused by or incident to the execution of this work, and shall defend claims or suits arising from or incident to the work under the aforementioned contract without expense to the Parking Authority of the City of Newark, its agent's servants and/or administrators.

By: \_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

On behalf of:

\_\_\_\_\_  
Name of Organization

**EXHIBIT 5**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**OPS Number:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

**Name:** \_\_\_\_\_ **Relationship to Proposer:** \_\_\_\_\_

**Description of Activities:**

\_\_\_\_\_

**Duration of Engagement:** \_\_\_\_\_ **Anticipated Cessation Date:** \_\_\_\_\_

**Proposer Contact Name:** \_\_\_\_\_ **Contact Phone #:** \_\_\_\_\_

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**AGREEMENT TO PROVIDE ENVIRONMENTAL ENGINEERING SERVICES**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the PARKING AUTHORITY OF THE CITY OF NEWARK, a public entity duly formed under the laws of the State of New Jersey, with its offices and principal place of business at 50 Park Place, Suite 919, Newark, New Jersey 07102 (hereinafter referred to as the "Authority"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the Authority wishes to retain the services of Contractor for the purposes set forth in the Request for Proposal entitled "Request for Proposal Environmental Engineering Services, Issue Date September 8, 2015"; and,

**WHEREAS**, said contract was awarded through a fair and open process, pursuant to *N.J.S.A. 19:44A-20.4, et seq.*, and the New Jersey Local Public Contracts Law:

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. **NATURE OF THE WORK TO BE PERFORMED.** Contractor agrees to undertake all representations and services as set forth in their/its response to the Request for Qualifications submitted by the Contractor, which Request for Proposal and response to Request for Proposal are specifically incorporated by reference herein, and including, but not limited to, providing the Authority with the services as agreed to by the Authority and the Contractor.

2. **FAIR AND OPEN CONTRACTING:** This contract is being awarded through a fair and open process pursuant to *N.J.S.A. 44A-20.1, et. seq.*

3. **INCORPORATION OF TERMS OF REQUEST FOR QUALIFICATIONS:** This contract incorporates all of the terms and conditions of the Request for Qualifications issued by the Authority for these services, any addenda issued to the Request for Qualifications by

the Authority and the Response to Request for Qualifications submitted by the Contractor, less any exceptions from the Contractor to the Request for Qualifications or addenda to the Request for Qualifications which were not accepted by the Authority.

4. **TERM:** The term of the Agreement shall be for the period of one (1) year commencing on the date hereof and shall not automatically renew, except for the fact that Contractor shall continue to represent the Authority in any and all assigned until a successor is appointed and in accordance with the Local Public Contracts Law.

5. **TERMINATION:** This Agreement may be terminated by either party upon the following grounds: by mutual agreement in writing signed by both parties; or, upon the giving of thirty (30) days' notice to the other party in accordance with the provisions set forth as to "Notice" below. Within thirty (30) days of the date on which notice of termination is effective, all services which have been rendered shall be paid and the Authority shall have no further liability to the Contractor for any payments.

**COMPENSATION:** The Authority agrees to compensate Contractor for such services as set forth in the Price Schedule contained in the response to Request for Qualifications.

6. **PAYMENT OF COMPENSATION:** Payment for services rendered by Contractor shall be made as provided for in the response to Request for Qualifications based upon the method of payment and deposit outlined therein. In addition, statements for services rendered will be presented to the Authority on a monthly basis with an attached, detailed itemization which shall include a description of services rendered, hours expended, and disbursements claimed and must be received by the Authority not later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefor from time to time without further approval of the Authority.

7. **DISCRIMINATION AND AFFIRMATIVE ACTION COMPLIANCE:** During the performance of this contract, the Contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with regard to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal 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 opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable city employment goal established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable city employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

- \* Letter of Federal Affirmative Action Plan Approval
- \* Certificate of Employee Information Report
- \* Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

8. **PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT:** The Contractor shall not subcontract and/or assign this Agreement and/or the performance of any of its responsibilities under this Agreement without the prior written consent of the Authority. Any attempted subcontract or assignment of this Agreement or the work to be performed thereunder without the prior written consent of the Authority shall be void and unenforceable.

9. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors and assigns of each party hereto.

10. **ADEQUATE FUNDING AND PERFORMANCE:** The Authority represents that it has and will have sufficient funds available to the Authority in its applicable budgets to pay all the bills of the Contractor for the services rendered by the Contractor to the Authority to the extent of and this contract shall be limited to, such amounts as may be from time to time appropriated by the Authority. The Contractor represents that it has adequate staff and equipment to perform all the obligations of this Agreement for the duration of this Agreement.

11. **COMPLIANCE WITH NEW JERSEY ELECTION LAW ENFORCEMENT REQUIREMENTS:** Any business entities making a contribution of money or any other thing of value, including an in-kind contribution or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding

of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1873, c.83 (c.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

#### **14. CONFIDENTIALITY**

a. Confidentiality of Proprietary Information. Each party shall maintain, insofar as the same is permitted by law, all information which the other party has disclosed in negotiations prior to execution of this Agreement and which may be disclosed under or in connection with this Agreement, including but not limited to proprietary information concerning it and its affiliates, its products, financial plans and strategies, customer and employee data, documentation, services or processes, whether disclosed by The Authority or the Contractor and whether transmitted or conveyed orally, in writing, in the form of drawings or whether perceived or observed by the other party prior to or during the Project, as the strictly secret and confidential proprietary information of the disclosing party ("Proprietary Information"). Each party shall take all steps to protect and to not disclose the other party's Proprietary Information except in confidence and as otherwise required to complete the Project or use the System. Contractor agrees that it will not use or disclose The Authority's name, trade name, or other proprietary designation, except as necessary to perform its obligations to or on behalf of The Authority, without The Authority's written consent. Each party further agrees:

- (i) not to make any use whatsoever of the other party's Proprietary Information, except as required to complete its work under this Agreement;
- (ii) not to reveal or disclose to any third party the other party's Proprietary Information, except in confidence and as otherwise required to complete its work under this Agreement; and,

(iii) that prior to disclosing any of the other party's Proprietary Information to a third party, the disclosing party shall (i) obtain the written consent of the party that owns the Proprietary Information; and (ii) obtain the third party's execution of a confidentiality agreement in form and substance acceptable to the party that owns the Proprietary Information.

b. Exclusions. Except as expressly provided in this Article, Proprietary Information will not include disclosure of information or data which either party can conclusively demonstrate is: (a) known to such party prior to its receipt from the other party without a limitation or obligation of confidentiality under another agreement; (b) independently developed by such party without use of the other party's Proprietary Information or data; (c) in the public domain at the time of disclosure through no fault of such party; (d) received from a third party with a legal or contractual right to disclose such information or data; (e) required to be disclosed as a result of a legal obligation to do so, provided, however, that such party, except as otherwise required by law, must provide thirty (30) days prior written notice to the other party of its intention to disclose such information. or, (f), information required to be released by the Authority pursuant to the Open Public Meetings Act, *N.J.S.A. 10:4-7, et seq.*, or the Open Public Records Act, *N.J.S.A. 47:1A-1.1, et seq.* This Confidentiality Article shall remain in force for a period of three (3) years following expiration or termination of this Agreement.

**15. INSURANCE:** During the term of this Agreement, Contractor shall provide and maintain the insurance policies and amounts thereof which are set forth in the Proposal and/or RFQ and made a part of this Agreement. If no insurance requirement is provided in the Proposal and/or RFQ, then Contractor shall provide proof of coverage of the Contractor for general liability, operations liability, workers compensation and/or errors and omissions coverage, as may be appropriate to the Contractor's work, in the minimum amount of \$1,000,000.00 and hereby agrees to indemnify and insure the Authority for any damages caused by the negligence of the Contractor in performing any part of this Agreement. Prior

to commencing any work under this Agreement, Contractor shall provide the Authority with proof of the required insurance policies.

**16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor shall comply with all federal, state and local statutes, laws, rules, regulations and ordinances, including, without limitation, copyright and patent laws (collectively, the "Laws") that bear on performance of the work under this Agreement. The Contractor shall procure, at its sole cost and expense, all necessary City of Newark permits or licenses required for performance of the work under this Agreement. The Contractor represents that it has reviewed and is familiar with the Parking Ordinances of the City of Newark and the State of New Jersey, and will insure and guarantee that its Credit Card Enabled Parking Meter System complies with all applicable New Jersey Laws.

**17. NO THIRD PARTY BENEFICIARY:** The parties specifically intend and agree that no one other than the parties to this Agreement, except Contractor's subsidiaries, affiliates, successors and any controlling parent, whether now existing or hereafter resulting from merger, acquisition or restructuring of The Authority, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

**18. NO INFLUENCE OR CONFLICT OF INTEREST:** Contractor hereby represents and warrants to The Authority as follows:

(a) Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company or person, other than bona fide employees working solely for Contractor, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement.

(b) The services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Contractor is employed or with which Contractor has an agreement with or is associated with, and, in the



event such a conflict arises during the term hereof, Contractor will immediately notify The Authority in writing, and,

(c) No member of the governing body of The Authority, the City of Newark, or their respective designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Contractor shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

**19. Limitation on Liability:** Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that under no circumstances may either party claim any special, consequential, punitive, speculative, incidental or indirect damages (such as, without limitation, loss of revenues, loss of profits), all of which both parties specifically waive, whether such claim is based on a cause of action based in contract, indemnification, negligence, strict liability, warranty, operation of law or otherwise. Nothing contained in this Section shall be deemed to preclude an award of liquidated direct damages and/or other direct damages, when applicable, in accordance with the Contract Documents. If, through acts of neglect or otherwise on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work or any aspect of the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration. If any such other contractor or subcontractor shall assert any claim against the Authority or the City on account of any damage alleged to have been so sustained, the Authority or the City, as applicable, shall notify the Contractor, who shall defend at its own expense, any suit based upon such claim and, if any judgments or claims against the Authority or the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses

associated therewith.

**20. Indemnification.** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by the Required Insurance Policies purchased by the Contractor, the Contractor shall indemnify and hold harmless the Authority and the Authority's officials (elected and/or appointed), officers, successors, employees, designees, assigns and/or representatives from and against claims, damages, losses and expenses, except those explicitly waived in the preceding paragraph, from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, whether as a result of actions by Contractor or its subcontractors, employees, representatives and/or agents. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive any termination of this Agreement.

**21. COMPLETENESS; MERGER:** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties regarding the subject matter of this Agreement.

**22. NO WAIVER:** The failure of the Authority at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained. No modification or amendment of this Agreement or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

**23. NO CHANGES OR ALTERATIONS TO AGREEMENT:** No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in

writing and signed by the both the parties hereto or their duly authorized representative. If any term or provision hereof is or becomes invalid or unenforceable, the Contractor and the Authority will in good faith attempt to replace the invalid or unenforceable term or provision by a term or provision which is valid and enforceable, and which comes as close as possible to expressing the intention of the invalid or unenforceable term or provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

**24. CHOICE OF LAW:** This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST: AS TO NEWARK PARKING AUTHORITY

\_\_\_\_\_ By: \_\_\_\_\_  
EVELYN WILLIAMS, Chairperson

ATTEST: \_\_\_\_\_ AS TO CONTRACTOR

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Title