



Request for Proposal 09-X-20486

For: Environmental Wetlands Landscaping Services-(NJDOT)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	08/14/2008	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for more information.)	08/12/2008	9:30 AM
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/04/2008	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status ☒ Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only	Category ☐ I ☐ II ☐ III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency:

State of New Jersey
Department of Transportation

Date: 7/22/2008

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey, Department of Transportation. The purpose of this RFP is to solicit bid proposals for environmental wetlands landscaping services as needed for various geographic locations throughout the State.

The intent of this RFP is to award one primary and one secondary contract to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

Awarded contractors will be ranked on the following basis:

- 1) Primary Contractor – The contractor whose bid submission meets all of the mandatory requirements of this RFP and is determined to have the best pricing under the terms as stated in Section 6.0 of this RFP.
- 2) Secondary Contractor – The contractor whose bid submission meets all of the mandatory requirements of this RFP and is determined to have the second best pricing under the terms as stated in Section 6.0 of this RFP.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is the first contract of this type to be used by the New Jersey Department of Transportation. It is possible that this contract may also be used by the Department of Environmental Protection (DEP).

The New Jersey Department of Transportation (NJDOT) has, for many years, been required under conditions of land use permits to create wetland mitigation sites to offset impacts to wetlands from highway and bridge construction projects. These sites usually consist of areas where wetlands were created out of pre-existing uplands, or existing wetlands were modified to enhance their natural functions and values. Many sites have been designed and constructed in compliance with the permits, but during the post-construction monitoring period, some of the wetland mitigation sites have not performed up to design and permit criteria. The absence of proper conditions on these sites can include: planted vegetation that has not survived; lack of proper soil conditions; lack of proper hydrologic conditions; erosion of soils, shorelines or stream banks; and/or occurrence of invasive plant species. The purpose of this contract will be to rectify these site conditions.

There shall be two (2) planting seasons for each year of this two (2) year contract; in the spring, and in the fall. Broad leaf and coniferous evergreen trees and shrubs shall be planted from March 1 to May 1 and from August 15 to December 1. Deciduous trees, shrubs and herbaceous perennials shall be planted from March 1 to May 1 and from October 15 to December 1. Grass seed shall be planted from March 1 to May 15 and from August 15 to October 15 unless a modification to this restriction is approved by the State Representative. The final replacement plantings may take place after the contract term.

The contractor is responsible for:

- Supplying and planting of trees, shrubs, perennials, vines, bulbs, ground covers, and seeds, which shall include two (2) replacement planting counts within one (1) year of initial planting acceptance along with other related landscape construction items.
- During the planting operation the following tasks will be required: pruning, mulching, watering, and site clean-up.
- Improvement of soil conditions where necessary could include: cultivation of existing soil, addition of wetland topsoil, or amendment of existing soil by raking out stones and debris, adding organic material and then cultivating.
- Improvement of hydrologic conditions could include: excavation of existing ground to a lower elevation, followed by placement of wetland topsoil, and/or excavation of ditches and swales.
- Improvement of soil stability at a site could include: re-grading of slopes followed by placement of wetland topsoil, and/or placement of topsoil stabilization matting, blankets or fascines.
- The elimination of unwanted invasive plant species could include: spraying of an appropriate herbicide, and/or the physical removal of plants by mechanical means or using manual labor.
- Each job-site will require the provision of necessary safety for workers and the traveling public, as well as the maintenance of traffic. For each project an authorized State Representative will provide work locations, quantities and types of plant materials, soils, and stability matting, as well as help with layout. The NJDOT, Bureau of Landscape Architecture and Environmental Solutions will provide a representative for work requested by the Department of Transportation. The contractor is responsible for utility mark outs.
- Prior to initiating work on a particular project, the contractor will provide the State Representative with a project schedule of all work to be accomplished for approval.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.3.3 Mandatory Pre-Bid Conference

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**Department of the Treasury
Division of Purchase and Property-Purchase Bureau
33 West State Street - 9th Floor Bid Rom
Trenton, NJ 08625**

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

An attendee may represent no more than one potential bidding entity.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

All-Inclusive Daily Rate – A daily rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

CU YD - Cubic Yard

Department – The New Jersey Department of Transportation.

LN FT - Linear Foot

LN YD - Linear Yard

Per Diem - Normal 8 hour day and any extension thereof.

PR MG - Per one thousand gallons.

SQ FT - Square Foot

SQ YD - Square Yard

Services - For purposes of this RFP, the definition of services shall be expanded to include not only time, labor, and effort, but also all materials, supplies, equipment or other tangible items necessary to satisfactorily complete the scope of work required by this RFP.

State Representative – Authorized representative from the Department of Transportation who is responsible for each individual project. The State Representative approves, directs and supervises all project work as required by the contract.

Wetland Topsoil – A topsoil blended specifically for use in wetland areas. See Section 3.3.

3.0 SCOPE OF WORK

3.0 SCOPE OF WORK

For each specific wetland mitigation site that requires repair/replanting, the State Representative will submit a plan with material quantities to the contractor. Work on each specific site will be considered an individual project. Within thirty (30) days of receipt of this plan, the contractor shall provide the State Representative with the following: a list of plant species and other materials and tasks to be provided on the project; the total cost for the project to include all contract pricing for materials and tasks; any required plan for the project (such as a site access plan or methods for avoiding soil compaction); and a project schedule for delivery and installation of all materials and completion of all tasks.

All projects will be offered to the primary contractor. If the primary contractor is not able to undertake the project, meet the State's timeframe or provide a particular plant species as designated for the site the project will be offered to the secondary contractor.

The State Representative must approve all project schedules and work to be accomplished prior to the contractor initiating work on any project.

3.1 INSTALLATION OF PLANTS

3.1.1 Plant Materials

The State shall supply a list of plants for each project. Plants shall be native, non-invasive nursery grown specimens of top quality as defined below and within two hundred (200) miles of Trenton, N.J. The State reserves the right to tag (i.e. select or not select) any material in the ground at the nursery. Plant materials shall be trees, shrubs, vines, seedlings, perennials, ground covers, seeds and plants of all descriptions conforming to the American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc. Hortus III shall be the authority for all plant names. Plants shall be healthy and vigorous, with well-developed branch and root systems, and shall be free from disease, disfiguring knots and galls, sunscald injuries, bark abrasions and other objectionable disfigurements. Plant materials that are weak and thin or that have been cut back from larger grades to meet certain specified requirements will not be accepted. Bulbs, corms, and tubers shall be firm and free of rot disease. All plant materials shall conform to State and federal laws relating to inspection for diseases and infestation, and inspection certificates shall be filed with the State Representative.

Alternates for unavailable plant materials may be permitted according to the following conditions:

The contractor shall supply written verification to the State Representative that an attempt was made to locate the contract item at a minimum of six (6) different nursery sources that would normally supply the item and the contractor found that item to be unavailable for planting before the project completion date. All substitutions shall be submitted for approval to the State Representative in writing. The State Representative is to provide the contractor with written approval of the final substitution.

3.1.2 Conformance Standards for Plant Materials

3.1.2.1 Inspection: Plant materials may be inspected where they are growing. Certain items selected will be marked with a seal furnished by the Department. All plant material will be inspected upon arrival at the site of the project. Notice shall be given not less than twenty-four (24) hours before the material is to be on the project site. Materials arriving with broken seals, broken pots, insufficient protection, or that have been damaged in transit will not be accepted.

Random inspection of the root system of the plant material may be made by the State Representative by removing the root mass from pots. Necessary assistance shall be given by the contractor when inspections are made.

3.1.2.2 Materials used for burlapping and tying shall be biodegradable. Non-biodegradable materials such as plastic or nylon shall not be used.

3.1.2.3 Material that is shipped in open vehicles shall be thoroughly protected from drying out due to exposure to the wind and sun. Material shipped in enclosed vans or boxcars shall be adequately ventilated. An invoice indicating the date and origin of shipment, the botanical names, sizes, grades, and the quantities of plants shall accompany each shipment. A copy of the invoice shall be furnished to the State Representative at the time of delivery. For perennials, containers shall be accompanied by a delivery ticket and a certification by the supplier listing the botanical name and type of the perennial delivered. The State Representative shall verify the variety, container size, quantity, and date and origin of shipment before use on location.

3.1.3 Planting Requirements and Maintenance

Plant material shall be carefully handled and packed to prevent injuries during transit. Work shall be coordinated to prevent delays in planting which may expose the roots of plant materials to the air, sun, or freezing conditions. Planting shall be according to standard nursery practice and the following:

- Prior to planting, the contractor shall be responsible for all soil preparation, when directed by the State Representative. Preparation may include removal of any of the existing vegetation under two (2) inch caliper, i.e. grasses, weeds, and small shrubs or trees, within the proposed planting area. All undesirable vegetation shall be removed and disposed of.
- Plants shall be placed carefully and plumb in plant pits. Immediately before planting containerized plant material, the root-earth mass shall receive three (3) vertical cuts, spaced equidistantly about the perimeter. Each cut, about one-half (½) inch deep, shall begin at the top of the root-earth mass and continue to the bottom. Topsoil or wetland topsoil shall then be filled in around the root mass to half the depth, tamped and thoroughly watered, after which the remainder of the topsoil shall be placed. Earth saucers or water basins shall then be provided and the plant thoroughly watered.
- Bare root S2T1 specimens will be planted utilizing standard forestry practices.
- At all times where a hazardous condition may result, planting pits shall not remain open beyond the close of the working day unless adequate precautions are taken to warn of their presence and protect the public from injury.
- During the two (2) replacement periods, the contractor shall excavate all invasive species entirely from planting beds, assess and recommend any other requirements for the successful establishment of the plantings.
- For all planting performed at times other than the planting seasons listed previously (and when approved by the State Representative), the trunk, branches, and foliage shall be sprayed with an anti-desiccant which shall be mixed and applied according to the directions of the manufacturer. The trees and shrubs shall be trimmed and thinned to reduce the amount of foliage and help balance the loss of roots due to transplanting.

- The plant material shall be well established in the container, exhibiting a root mass that will retain its shape and hold together when removed from the container.

3.1.4 Initial Watering

The initial watering at the time of planting shall be at the rate of fifteen (15) gallons per square yard of plant pit area. The initial watering and any watering prior to acceptance are included in the cost of the plant material. If the project is not completed and accepted, all plants shall be watered once a week thereafter and the contractor shall provide five (5) gallons of water per square yard in the plant pit basin. More than one watering per week may be required during planting operations or during periods of excessive dryness until the work is accepted. This additional watering will be provided at no cost to the State. If the basin constructed around each plant does not function properly, it shall be repaired at no cost to the State. Some or all of the above watering requirements may be waived at the discretion of the State Representative depending upon site conditions. All damage to grass, plants, mulch, or watering basins shall be repaired at no cost to the State.

3.1.5 Planting Beds for Perennials

For perennials to be planted in upland areas, planting beds shall be cultivated to a depth of four (4) inches and graded smooth immediately before planting.

3.1.6 Tree Protection

Tree protectors shall be installed where directed by the State Representative or as shown on plans supplied for a project, to protect trees from deer and bark consuming rodents. Tree protectors shall consist of tubes or sheets of material wrapped around tree trunks when trees are planted, and they will be installed as per manufacturer's specifications. Tree protectors shall have holes in them to provide for ventilation and to avoid overheating of the tree. The material that they are constructed from shall allow for enough light transmission to ensure adequate trunk width development and root growth (so as to avoid excessive tree loss) and shall be photodegradable. Tree protectors shall be installed at an adequate length to protect the tree until removal, at which time the tree will be large enough to survive deer browse. Tree protectors shall be removed by the contractor when no longer needed and disposed of properly.

3.1.7 Mulching

For trees and shrubs, mulch shall be from hardwood trees, shredded material or chips, and shall not be decomposed and shall not exceed two (2) inches in any dimension. It shall not contain leaves, twigs, wood shavings, seeds, toxic matter or other foreign material. All individual plant material requiring mulch shall have it applied within the plant pit area. When used for seeded areas, straw mulch shall be stalks of oats, wheat, rye or barley relatively free from seeds, invasive weeds or other foreign material. Payment is included in the bid price for the plant material.

3.1.8 Restoration and Cleanup

Where existing grass or other vegetated areas have been damaged during planting operations, the disturbed areas shall be restored to their original condition at no cost to the State. All undesirable vegetation, debris and other waste shall be disposed of offsite in accordance with all applicable state and local regulations.

3.1.9 Included Miscellaneous Materials

3.1.9.1 Anti-desiccant shall be of the polyvinyl type.

3.1.9.2 Herbicides for use in upland areas shall be Banvel CST, WeedOne CB, Compadre, Vantage, Acclaim, Lontrel or an approved equivalent. In or near wetlands and waterbodies, only herbicide approved for use in the aquatic environment (such as Rodeo) shall be used. The application of the herbicides shall conform to NJAC 7:30 et seq.

3.1.10 Planting Acceptance

At the time of acceptance of the planting, all planting areas shall be free of invasive species. A minimum of ninety-five percent (95%) of plants, as determined by the State Representative, shall be alive and healthy. Unacceptable plant material shall be replanted during the next planting season. The date for beginning the plant establishment period for the replanted material is retroactive to the initial acceptance of the planting. The plant acceptance date shall be the start of the one (1) year establishment period.

3.1.11 Plant Establishment Period and Replacements

There shall be two (2) periods for mandatory replacement of unhealthy or dead plant material each year of the contract: at the beginning of the next growing season, and at the end of the one (1) year period. Any plant material that is not alive and healthy at these times shall be replaced in kind and quantity by the contractor at no cost to the State. A replacement plant list shall be provided by the requesting agency. During each replacement period, whether material has died or not, each planted area shall be completely rid of invasive plant species. The replacements shall include any incidental contract items that may be required to perform the work (i.e. safety, traffic control and disposal costs, as well as excavation of any invasive species in the planting areas).

3.1.11.1 The acceptability of the plant material furnished and planted as specified will be determined at the end of a period of establishment during which all possible means shall be employed to preserve the plants in a healthy growing condition. Planting will be deemed established one year from the date of acceptance of the planting. The dates of planting acceptance are June 1 for the spring planting and December 1 for the fall planting. Care during the establishment period shall include watering, spraying with insecticides or fungicides and pruning.

3.1.11.2 When plants are replaced, the State Representative may permit substitute varieties of plants to be used.

3.1.11.3 Replacement planting shall conform to the requirements for initial planting except as follows:

- Existing wood chips shall be removed prior to replanting but may be reused if salvageable.
- Backfilling may include excavated material that does not contain wood chips or other objectionable material.
- Replacement plantings shall be made at no cost to the State.

3.1.11.4 Replacement of plant materials shall be made in accordance with the time periods listed in Section 1.2 for initial planting, or as directed by the State Representative.

3.1.12 Protection from Soil Compaction

Use of heavy equipment will be restricted from any area of wetland topsoil to be planted, or any area already planted with wetland species to avoid compaction of soil. The contractor must

provide a means of access to work areas that avoids such compaction of wetland soils on the site. The contractor shall submit a plan describing the intended access route(s) and type of equipment to be used for approval by the State Representative prior to beginning work on the site.

3.1.13 Method of Measurement and Compensation

Installation of plants shall be paid for by the unit item for individual species as per the plant list. This will include preparation of soil, vegetation removal, initial watering, unhealthy or dead plant replacement, and restoration and cleanup (see price lines 00001-00121). Installation of raised planting beds and mounds in upland areas shall be paid for by the square yard installed (see price line 00123). Installed Tree Protection shall be paid for separately as a unit item (see price line 00124). Potential species for the bare root S2T1 plantings will include, but not be limited to the following: Acer spp., Betula spp., Liquidambar styraciflua, Liriodendron tulipifera, Quercus spp., and Salix nigra (see price line 00122).

3.1.14 Subsequent Waterings

Subsequent to plant acceptance, approximately eight (8) waterings shall be provided at a rate of five (5) gallons per square yard of plant pit area, unless directed otherwise by the State Representative. As stated above, the initial watering at the time of planting is included in the price of the plant.

3.1.15 Method of Measurement and Compensation

Subsequent watering shall be paid by the price unit of a thousand gallons of water used (see price line 00125).

3.1.16 Fertilizing and Seeding Type A4 and Wetland Seed Mix

Description: For Type A4, this work shall consist of furnishing and placing pulverized limestone, fertilizer, straw mulch and seed mixtures. For Wetland Seed Mix, limestone and fertilizer will not be included.

3.1.17 Construction Requirements

3.1.17.1 The fertilizer for establishing grass from seed shall be limited to one selection throughout the project. Fertilizer shall be applied in the quantity necessary to yield thirty (30) pounds of nitrogen per acre.

The placing of fertilizer and seed shall conform to the following:

- 1) Soil Preparation. All areas, to be seeded shall be cultivated to provide a reasonably firm but friable seedbed. All areas to be seeded shall meet the specified finish grades and shall be free of any weed or plant growth, stones of one (1) and a half ($\frac{1}{2}$) inches or larger in any dimension, and other debris. Where Wetland Seed Mix is called for, the contractor will maintain the soil micro topography as shown on plans or as directed by the State Representative.
- 2) Optimum Seeding Seasons. Seeding should be completed from March 1 to May 15 and from August 15 to October 15.
- 3) When weather and soil conditions are suitable, the State Representative may permit seeding at other times for soil erosion control and sediment control.

- 4) The State Representative shall be notified twenty-four (24) hours before the seeding operation.
- 5) Application. Grass seed mixtures shall be sown at the rate of one hundred (100) pounds per acre.

3.1.17.2 Seed and fertilizer may be placed by either of the following methods:

- A. Hydraulic Method. The seed and fertilizer shall be mixed in water and then applied under pressure at the specified rates. Any area inadequately covered shall be retreated.
- B. Dry Method. Mechanical seeders, seed drills, landscape seeders, cultipacker seeders, and fertilizer spreaders may be used when seed and fertilizer are applied in dry form. Fertilizer in dry form shall be spread separately at the rates specified.

3.1.17.3 Hand operated seeding devices may be used when seed and fertilizer are applied in dry form on areas that are inaccessible to mechanical seeders.

3.1.17.4 Finished seeded areas shall be smooth and shall conform to the prescribed lines and elevations. All seeded areas shall be mulched as specified.

3.1.17.5 Care During Construction: Seeded areas shall be protected and maintained until acceptance. Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes shall be repaired at no cost to the State.

3.1.17.6 When a satisfactory stand of grass, substantially weed free and containing plants in reasonable proportion to the various kinds of seed in the grass seed mixture, is not established on areas of seeding, the deficient areas shall be mowed, re-fertilized, re-seeded, and re-mulched at no cost to the State, until a satisfactory stand of grass is established.

3.1.18 Grass Seed Mixtures

3.1.18.1 Grass seed mixtures shall be as follows: Type A-4 grass seed mixture for upland areas and Wetland Seed Mix for wetland and wetland transition areas.

3.1.18.2 All grass seed mixtures shall be NJDOT certified seed.

3.1.18.3 The State has royalty free license to use the proprietary seed mixtures Fortress and Banner. Seed producers shall be notified when seed purchased is to be used on a State Project and is not to be subject to royalties.

3.1.18.4 Type A-4 Grass Seed Mixture for Upland Areas

<u>Kind of Seed</u>	<u>Percent of Total Weight of Mixture</u>
Spreading Fescue	30
Chewing or Hard Fescue	30
Kentucky Bluegrass	30
Perennial Rye	10

3.1.18.5 Wetland Seed Mix

Kind of Seed	Minimum Purity Percent	Minimum Germination Percent	Percent of Total Weight of Mixture
Blackwell Switchgrass (Panicum virgatum)	95%	85%	25%
Carex scoparia	95%	85%	25%
Juncus tenuis	95%	85%	25%
Annual Rye (Lolium multiflorum)	85%	85%	25%

3.1.18.6 Shipment: Each shipment of grass seed mixture shall be accompanied by a certified weight slip and analysis of the composition, purity, and germination of the seed mixture, certified by the seed house, and furnished at the time of delivery.

3.1.18.7 Sampling and testing shall be done according to the New Jersey State Seed Law (Revision of 1963), PL 1963, c.29 (C.4:8-17.13 et seq.) and with the Rules and Regulations for Testing Seeds adopted by the Association of Official Seed Analysis.

3.1.18.8 Straw mulch shall be applied in a layer one (1) – one (1) and a half (1/2) inches thick loose measurement and shall be bound in place with a synthetic plastic emulsion or vegetable based gel and shall be mixed and applied hydraulically in accordance with the manufacturer's recommendations.

3.1.18.9 Method of Measurement & Compensation: Fertilizing, seeding and straw mulching Type A-4, or Wetland Seed Mix will be measured by the square yard. Payment will not be made for fertilizing and seeding of areas disturbed by construction operations beyond the prescribed grading and access limits (see price lines 00126-00127).

3.2 PREPARATION OF EXISTING WETLAND SOIL

Description: This work shall consist of the preparation of existing soil for planting.

3.2.1 Sampling and Testing Methods

- A. Testing of existing wetland soil shall be conducted to determine the mechanical gradation; organics percentage; salinity; moisture, nitrogen, phosphorus, and potassium content; and pH. Soil tests shall be conducted at an independent laboratory at the contractor's expense. The testing reports shall be sent directly from the independent laboratory to the State Representative. Mechanical gradation shall be determined using the Bouyoucos Hydrometer Analysis conforming to AASHTO T 88.
- B. The soils shall be sampled utilizing a soil probe, to a depth of eight inches. The contractor shall perform one soil test per each acre of planting area, with a minimum number of four (4) samples and a maximum of ten (10).

- C. Soil analysis tests shall show recommendations for soil additives to correct soils deficiencies as necessary, and for additives necessary to accomplish planting work as specified.

3.2.2 Construction Requirements

- A. The surface of the existing wetland soil to be prepared shall first be cleared of all stumps, brush, weeds, and debris.
- B. Wetland soil shall be cultivated to a depth of eighteen (18) inches to loosen and de-compact the soil. The soil shall be raked to provide a wetland topsoil that is free of stones greater than one (1) and a half (½) inches, lumps, plants and their roots, debris, trash, or other extraneous matter, as determined by the State Representative. Soil additives to correct soils deficiencies will be blended to the soil and mixed to a depth of twelve (12) inches.
- C. An organic component will be added to the wetland soil such that the final wetland topsoil (to a minimum depth of six (6) inches) shall contain either of the following conditions, as determined by the State Representative: four (4) to six (6) percent (%) organic carbon content by weight or eight (8) to twelve (12) percent (%) organic carbon content by weight. The organic component of the wetland topsoil shall be compost and leaf mulch used in equal proportions, or as necessary, and as approved by the State Representative. Compost shall be a stable humus-like material produced from the aerobic decomposition of organic residues. The residues shall be dark brown or black in color, with no visible free water or dust and no unpleasant odor, and shall be uncontaminated by foreign matter and substances harmful to plant growth. Prior to the blending of the wetland topsoil, the source of the compost shall be provided to the State Representative for approval. The source shall be a registered Municipal Utility Authority or similar facility, or a private facility that is in compliance with all applicable state and local regulations. Peat moss of any kind shall not be used as a source of organic matter for wetland topsoil. After addition of the organic component, the organic content of the wetland topsoil will be determined according to AASHTO T 194 except that the sample is to be taken from oven-dried soil passing a No. 10 sieve.
- D. The entire area shall then be brought to a final grade according to plans provided to the contractor (or as directed by the State Representative), including intended micro topography. If necessary, additional wetland topsoil shall be used to fill depressions. All waste material and debris resulting from preparation of existing soil shall be disposed of properly in accordance with all applicable state and local regulations. Prior to planting, a report documenting the condition of the site with respect to the surface elevation shall be provided to the State Representative. The report shall include a map documenting the location of surveyed elevation points with topographic contours drawn at 0.50 foot contour intervals. Survey stakes shall be spaced at twenty-five (25) foot grid intervals. Surveying shall be in accordance with the New Jersey Department of Transportation Survey Manual BDC99T-003, dated January 2000.
- E. If specified by, or as designated on plans supplied by the State Representative, the contractor will construct raised planting beds and planting mounds for reforestation. All bedding harrows and tractors to be utilized for this purpose are subject to approval by the State Representative. The bedding harrow shall have a minimum net weight of 3,500 pounds. The bedding harrow shall have an hourglass roller with a maximum width of eight (8) feet and a minimum width of six (6) and one-half (1/2) feet. Unless otherwise directed by the State Representative, the bedding pattern shall be random

over the entire area except for the final bedding patterns shown on plans. This random bedding pattern requirement mandates that the harrow repeatedly cross over newly made beds. Bedding patterns in straight lines will generally be rejected.

- F. If an area is not planted within two (2) weeks of completion of soil preparation, the area will be seeded with Wetland Seed Mix and mulched at no additional cost to the State.

3.2.3 Method of Measurement and Compensation

Preparation of Existing Wetland Soil (four (4) to six (6) percent (%) organic carbon content) shall be measured and paid for by the square yard. Preparation of Existing Wetland Soil (eight (8) to twelve (12) percent (%) organic carbon content) shall be measured and paid for by the square yard. Construction of raised planting beds and planting mounds for reforestation shall be measured and paid for by the square yard (see price lines 00128-00129).

Final survey of topsoiled areas shall be measured and paid for by the acre of area surveyed (see price line 00149)

3.3 SUPPLEMENTAL WETLAND TOPSOIL

Supplemental wetland topsoil shall be additional wetland topsoil required to provide adequate soil conditions and elevations to allow for the proper establishment of wetland vegetation and hydrology.

3.3.1 Approved Wetland Topsoil Sources

The contractor may supply DOT with one certified acceptable source for wetland topsoil for multiple projects. The wetland topsoil must be certified by an accredited lab. Wetland topsoil shall not contain stones, lumps, roots, or similar objects larger than one (1) inch in any dimension and shall have not less than a 5.8 pH value. When the topsoil has less than a 5.0 pH value, the pH value shall be increased by applying pulverized limestone at a rate necessary to attain a 6.0 pH value. When the topsoil has greater than a 7.0 pH value, it shall be decreased to attain a 6.8 pH value. The method to decrease the soil pH shall be submitted to the State Representative for approval before work begins.

- A. **Unacceptable Wetland Topsoil Sources:** Material stripped from the following sources shall not be considered suitable for use as topsoil:
1. Soils having less than 4.1 pH value, or greater than 8.0 pH value.
 2. Chemically contaminated soils.
 3. Areas from which the original surface has been stripped and/or covered over such as borrow pits, open mines, demolition sites, dumps, and sanitary landfills.
 4. Wet excavation.
 5. Existing wetlands.
 6. Soils containing invasive or undesirable plant species or their parts.
- B. **Gradation of Wetland Topsoil Sources:** The gradation of the wetland topsoil will be determined using the Bouyoucos Hydrometer Analysis conforming to AASHTO T 88. The gradation of the wetland topsoil to be used on freshwater wetlands, as directed by the State Representative, shall be within the following:

1. Not more than twenty (20) percent (%) of the material submitted from an off-site sample shall be retained in a No. 10 sieve.
2. If more than one-half (1/2) of the sand is smaller than 20 mils, its composition shall be as follows:

	Percent
Sand (80 mils to 2 mils)	40 - 80
Silt (2 mils to 0.2 mils)	0 - 30
Clay (0.2 mils and smaller)	0 - 30

3. If more than one-half (1/2) of the sand is larger than 20 mils, its compositions shall be as follows:

	Percent		Percent
Sand (80 mils to 2 mils)	40 - 80	or	40 - 75
Silt (2 mils to 0.2 mils)	0 - 30	or	0 - 30
Clay (0.2 mils and smaller)	15 - 30	or	0 - 30

3.3.1.1 Wetland topsoil to be used on tidal wetlands, as directed by the State Representative, shall consist of very fine sand soil containing a maximum particle size of one (1) mm. The median particle size shall be 0.2 mm.

3.3.1.2 Material outside these ranges for freshwater or tidal wetlands is not suitable for use as wetland topsoil.

3.3.1.3 An organic component will be added to the wetland topsoil such that the final wetland topsoil shall contain either of the following conditions, as determined by the State Representative: four (4) to six (6) percent (%) organic carbon content by weight, or eight (8) to twelve (12) percent (%) organic carbon content by weight. The organic component of the wetland topsoil shall be compost and leaf mulch used in equal proportions, or as necessary, and as approved by the State Representative. Compost shall be a stable humus-like material produced from the aerobic decomposition of organic residues. The residues shall be dark brown or black in color, with no visible free water or dust and no unpleasant odor, and shall be uncontaminated by foreign matter and substances harmful to plant growth. Prior to the blending of the wetland topsoil, the source of the compost shall be provided to the State Representative for approval. The source shall be a registered Municipal Utility Authority or similar facility, or a private facility that is in compliance with all applicable state and local regulations. Peat moss of any kind shall not be used as a source of organic matter for wetland topsoil. After addition of the organic component, the organic content of the wetland topsoil will be determined according to AASHTO T 194 except that the sample is to be taken from oven-dried soil passing a No. 10 sieve.

3.3.1.4 Wetland topsoil shall be placed to a minimum depth of six (6) inches prior to any subsequent bedding and/or planting. Prior to planting, a report documenting the condition of the site with respect to the surface elevation shall be provided to the State Representative. The report shall include a map documenting the location of surveyed elevation points with topographic contours drawn at 0.50 foot contour intervals. Survey stakes shall be spaced at twenty-five (25) foot grid intervals. Surveying shall be in accordance with the New Jersey Department of Transportation Survey Manual BDC99T-003, dated January 2000.

3.3.2 Method of Measurement and Compensation

Placement of Supplemental Wetland Topsoil shall be paid for by the square yard under two (2) separate pay items: Supplemental Wetland Topsoil (four (4) to six (6) percent (%) organic carbon content by weight), or Supplemental Wetland Topsoil (eight (8) to twelve (12) percent (%) organic carbon content by weight) (see price lines 00130-00131).

Final survey of topsoiled areas shall be measured and paid for by the acre of area surveyed (see price line 00149)

3.4 TOPSOILING 4" THICK

3.4.1 Description

This work shall consist of the furnishing, preparation and placement of approved topsoil four (4) inches thick in upland areas.

3.4.2 Construction Requirements

3.4.2.1 All stones, one (1) inch or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed and the surface scarified to provide an improved bond between slope and topsoil. Slopes steeper than 2H:1V shall not be bladed smooth.

3.4.2.2 The topsoil shall be spread on a previously prepared surface in a uniform layer to produce the prescribed thickness. Top soiled areas outside the limits of work shall be protected against damage caused by the delivery, handling, or storage of materials, by washouts due to drainage diversion, by workers, or by equipment. Any such damage shall be repaired by grading, fertilizing, seeding, and mulching at no cost to the State.

3.4.2.3 Where either embankment or excavation slopes become eroded during the work and before acceptance, repairs shall be made at no cost to the State.

3.4.2.4 When the soil to be seeded has a pH value of less than 5.0, sufficient pulverized limestone shall be incorporated to increase the soil pH value to 6.0.

3.4.2.5 Recommended amounts (pounds per acre) of total oxides (calcium and magnesium) to raise the pH of a 4-inch layer of different soil textural classes to approximately 6.5 are as follows:

Soil (pH)	Loamy Sand	Sandy Loam	Loam	Silty Loam
5.7 – 5.3	300 – 600	600 – 1,035	900 – 1,500	1,200
5.6 – 4.9	900 – 1,200	1500	2,100	1,800
5.2 – 4.5`	1,500	1,800	2,700	2,400
4.8 – 4.1		2,100	3,300	3,000
4.4				3,600

The quantity of pulverized limestone required shall be in proportion to its magnesium and calcium oxide content or as directed by the State Representative.

3.4.3 Method of Measurement and Compensation

Topsoiling four (4) inches will be measured by the square yard. Reduction in quantity will not be made for areas designated for planting pits (see price line 00132).

3.5 SELECTIVE CLEARING

Description: Selective clearing, when directed by the State Representative, shall be the removal of selected and dead trees and other vegetation, including stumps, branches, under story vegetation and the removal of debris and trash in wooded or other vegetated areas to create bays and/or space for planting. Care shall be taken not to damage adjacent vegetation, structures and property. Stumps in open areas that will be seeded shall be removed to six

inches below existing ground and backfilled with topsoil or wetland topsoil unless directed otherwise. Live stumps, which may remain at the direction of the State Representative, shall be treated with herbicide to prevent re-sprouting. All trees, stumps, branches, under story vegetation, debris, and trash shall be removed from the site and shall be disposed of in accordance with state and local laws. This may include old silt fencing or plastic caution fencing, and their stakes. Wood chips derived from the chipping of trees may be used as mulch provided the chips are clean and free of twigs, leaves, vines, and other debris.

3.5.1 Method of Measurement and Compensation

Selective clearing, including removal of trees up to four (4) inches diameter (each tree's diameter measured four (4) and one-half (1/2) feet above the ground), will be measured by the square yard. Removal of trees larger than four (4) inches diameter and up to twelve (12) inches diameter will be paid for individually, as well as trees larger than twelve (12) inches in diameter (see price lines 00134-00135).

3.6 SITE EXCAVATION AND GRADING

When required for improvement of hydrologic conditions on a wetland mitigation site, or to address existing soil erosion conditions, soil will be excavated and re-graded as per the project plan or as directed by the State Representative.

3.6.1 Construction Requirements

All work associated with site excavation and grading will comply with Division 200 – Earthwork, of the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction (2007 or subsequent, approved replacements or updates). Removal of bridges, culverts, buildings, storage tanks or other structures are not anticipated to be needed and are excepted from this section. Before disturbance of soil or vegetation, the contractor will install all Soil Erosion and Sediment Control measures required by the plan provided by the State Representative. The contractor will provide a site access and staging plan to the State Representative for approval at least fourteen (14) calendar days before beginning this work. This plan will detail how and where heavy equipment will access the wetland mitigation site, and to where the movement and storage of such equipment will be restricted. It will also provide details on how and in what sequence soil will be excavated and graded such that sedimentation of undisturbed areas will be avoided or minimized. Site grading will include excavation and contouring of existing soil to provide the elevation, topography and ditching as detailed on the plan provided, or as directed by the State Representative. When grading is complete, and prior to any required preparation or addition of wetland topsoil, the contractor shall provide for review and approval by the State Representative, a final survey of the regraded area. The survey report shall include a map documenting the location of surveyed elevation points with topographic contours drawn at 0.50 foot contour intervals. Survey stakes shall be spaced at 25 foot grid intervals. Surveying shall be in accordance with the New Jersey Department of Transportation Survey Manual BDC99T-003, dated January 2000. The State Representative, and representatives of other permitting agencies will be afforded time to inspect the site prior to the State Representative providing approval for subsequent topsoil preparation or addition. The total time allowed for review and approval of the survey, site visit and approval to prepare or add topsoil will be twenty-one (21) calendar days.

3.6.2 Method of Measurement and Compensation

Site Excavation and Grading shall be measured and paid for by the cubic yard. The volume will be measured in the ground, based on the plan provided by the State Representative. Off-site removal of excess material will be included in the price (see price line 00136).

Final survey of re-graded areas shall be measured and paid for by the acre of area surveyed (see price line 00149)

3.7 TOPSOIL STABILIZATION MATTING

Description: This work shall consist of furnishing, placing, and stapling matting or blankets on soil surfaces that have been prepared and seeded.

3.7.1 Topsoil Stabilization Matting shall consist of the following:

Erosion control mulch blanket shall be a machine-produced mat of organic, biodegradable mulch material, such as straw, coconut fiber, wood fiber or other approved materials. The blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket creating a mat with no voids in material. The blanket shall be free of weeds and seeds. The blanket shall be sewn together with cotton thread or some other 100% biodegradable material. The blanket will not be covered on either side by netting that would allow for entrapment of wildlife. The minimum weight of the blanket shall be 0.5 pounds per square yard.

3.7.1.1 Construction Requirements

Before the matting is placed in position, the soil shall be smooth, soft, and free of depressions, clods, mounds, stones, or other debris that may prevent the matting from making complete contact with the soil. After the soil has been properly shaped, fertilized, and seeded, the matting shall be laid out flat and anchored securely with staples, so that the matting is in contact with the soil at all points.

When Topsoil Stabilization Matting is required in swales, the matting may be installed in multiple widths. The material shall be unrolled in the direction of the flow of water. Where laid end to end, the adjoining ends shall be butted snugly. Where laid parallel, the matting shall be butted snugly.

Bulging seams in matting material shall be cut and joints formed as described above.

Staples for anchoring topsoil stabilization matting, shall be made of twelve (12) inch lengths of No. 25 plain iron wire.

Staples shall be placed along the outer edges of the matting and in a parallel row down the center of the strip. Staples shall be spaced twenty-four (24) to twenty-six (26) inches apart in the rows except along overlapping edges where they shall be twelve (12) to thirteen (13) inches apart. Staples shall be driven at an angle of approximately thirty (30) degrees from horizontal.

In addition to the above requirements, staples shall be placed twelve (12) inches apart across the matting at fifty (50) foot intervals and at critical locations such as at inlets, check slots, if required, overlapping joints, and ends. The staples shall be driven flush with the surface of the matting and care shall be taken so as not to form depressions or bulges in the surface of the matting. If any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, repairs satisfactory to the State shall be made immediately at no cost to the State.

3.7.2 Method of Measurement and Compensation

Topsoil Stabilization Matting shall be measured and paid for by the square yard (see price line 00137).

3.8 COIR FASCINE

3.8.1 Description

The work under this item shall consist of furnishing and installing coir fascines at the locations shown on plans provided by the State Representative. Coir fascines (a.k.a. Coir Logs) are tubes of coconut fiber anchored to the subsoil for the purpose of stabilizing eroding banks.

Materials: Coir Fascines shall be constructed of biodegradable coir fiber cylindrical bundles with a length of ten (10) or twenty (20) feet, and an exterior of interbraided biodegradable material of a minimum tensile strength of eighty (80) pounds.

Coir Fascines will be provided in two (2) diameters and weights: twelve (12) inch diameter with a minimum weight of five (5) pounds per foot of length, and sixteen (16) inch diameter with a minimum weight of nine (9) pounds per foot of length.

Earth Anchors shall be provided when required by the plan provided to the contractor or as directed by the State Representative. Earth Anchor shall be constructed of cast aluminum with a three (3) and one-half (1/2) foot long galvanized steel one-eighth (1/8) inch cable, holding power in normal soil of 1,100 pounds, and wear resistant thimble eye in top cable loop.

Cord for weaving and anchoring Coir Fascines shall be a woven or braided nylon or polyethylene cord, minimum one-quarter (1/4) inch in diameter.

Wood stakes for stabilizing coir fascine shall be oak or southern yellow pine stakes, full three by three (3x3) inch width, six (6) feet in length.

3.8.1.1 Construction Requirements

Excavation, backfilling, and disposal of excess material shall conform to Section 3.6 and the following:

- A. Excavation for Coir Fascines will be made to the required depth and alignment shown on plans or as directed by the State Representative. To minimize sedimentation in tidal conditions, excavation for and installation of the coir fascine will be performed when tide has receded below the elevation of the coir fascine subgrade.
- B. Where directed by the plans or the State Representative, Earth Anchors must be installed prior to the placement of the coir fascines. Earth Anchors shall be set five (5) feet on center. Follow manufacturer's instructions for installation in the ground. The anchor shall be proof loaded according to the installation instructions of the anchor to assure it is set. A cable in plastic tubing shall run through the exposed loop of the earth anchor, and shall be wrapped around the coir fascine.
- C. Coir Fascines shall be laced together end-to-end with cord to create a continuous length. End-to-end lacing may be completed before or after placement to facilitate handling. Where Coir Fascines are stacked, they are to be laced together laterally (side-to-side) as well as end-to-end. Lengths of the Coir Fascine shall be placed in position such that the upper surface of the Coir Fascine shall be parallel to the water surface. Cut and fill adjustments shall be made as needed to seat the Coir Fascine such that it lies smoothly and varies no more than three (3) inches from the correct elevation.
- D. Notched wood stakes shall be inserted through the Coir Fascine nettings and staked into the subgrade. The wooden stakes shall be partially driven prior to lacing. Once

the rope has been fastened to the stakes and pulled tight by hand, the stakes shall be driven to compress the Coir Fascine no less than ten (10) percent (%) of the diameter of the fascine. Configuration of wooden stakes shall be as shown on plans provided by the State Representative. The wood stakes should be of sufficient length to be driven a minimum of two (2) feet into the subgrade. Longer stakes may have to be driven deeper in soft material to achieve the compression of the Coir Fascine.

- E. Upon completion of placement and anchoring/staking of Coir Fascines, backfill uniformly along the fascines to the finished grade elevations.

3.8.2 Method of Measurement and Compensation

This work shall be measured and paid for by the total length in feet of Coir Fascine installed and accepted in place. There will be two Coir Fascine pay items: Coir Fascine twelve (12) inch diameter and Coir Fascine sixteen (16) inch diameter. Earth Anchors installed shall be paid for individually (see price lines 00138, 00139, 00140).

3.9 SILT FENCE

3.9.1 Description

Silt Fence shall consist of geotextile fabric at least three (3) feet wide to provide for a two (2) foot high fence after one (1) foot of fabric is buried in the existing soil. Heavy Duty Silt Fence shall consist of geotextile fabric at least four (4) feet wide to provide for a three (3) foot high fence after one (1) foot of fabric is buried in the existing soil. Sections of fabric shall be overlapped a minimum of one (1) foot and six (6) inches then joined in such a manner that, when in operation, the sections work effectively as a continuous fence. Fence posts shall be installed at a slight angle toward the anticipated runoff source.

Heavy Duty Silt Fence shall include a welded wire mesh backing for the geotextile fabric. This welded steel wire mesh shall be galvanized and contain 6-inch openings. The geotextile fabric shall be secured to the welded wire mesh.

3.9.2 Method of Measurement and Compensation

Silt Fence shall be measured and paid for by the linear foot installed. Heavy Duty Silt Fence shall be measured and paid for by the linear foot installed (see price lines 00141-00142).

3.10 INSTALLATION OF CAUTION FENCE

The fabric of Caution Fence shall be made from high density polyethylene. The plastic fabric, which will be attached to steel posts, shall have a minimum tensile strength of 5,000 pounds per square inch when tested according to ASTM D 648. The fabric shall be blaze orange in color and be ultraviolet stabilized.

Posts shall be made of high carbon steel and be flanged leg channel section or flanged leg U-bar section having a uniform thickness of metal of not less than one-eighth (1/8) inch or shall be other section of equal strength. The posts shall weigh not less than two (2) pounds per linear foot, exclusive of ground plate and shall be so designed that the posts can be driven easily into the ground. Each post shall be equipped with not less than eleven (11) riveted lugs. Posts shall not be equipped with punched or welded lugs. Posts shall be galvanized.

3.10.1 Method of Measurement and Compensation

Caution Fence shall be measured and paid for by the linear foot installed (see price line 00143).

3.11 INSTALLATION OF GOOSE FENCING

When necessary, Goose Fencing will be installed after planting to restrict geese from entering the area to feed.

Materials: Stakes will be wooden, one (1) and one half (1/2) inches square and five (5) feet long, placed in a triangular pattern, spaced on ten foot centers. Cotton cord will be one-eighth (1/8) inch thick.

Construction Requirements: Stakes will be driven two feet into the ground, and cotton cord will be tied to the stakes three feet from the ground in a triangular pattern (interior stakes will have six cords radiating from each in a hexagonal pattern). The perimeter area will be lined with Caution Fence as per Section 3.10, above (cost of the Caution Fence for this purpose included in the price for Goose Fencing).

3.11.1 Method of Measurement and Compensation

Goose Fencing shall be measured and paid for by the square yard (see price line 00144).

3.12 INSTALLATION OF DEER FENCING

3.12.1 Description

When necessary, Deer Fencing shall be installed after planting to restrict deer from entering the area to feed.

3.12.1.1 Materials: High-Tensile Wire shall conform to AASHTO 181. The wire shall be a minimum of twelve (12) and one-half (1/2) gauge with type III galvanizing, 200,000-psi tensile strength, with a minimum breaking strength of 1,650 pounds. The minimum wire tension shall be 250 pounds per wire. All wood posts shall be pressure-treated with wood-preserving chemicals. All pressure treated posts shall meet American Wood Preservers Association Standards; Std 2-8 for Penta-treated, and Std 2-5 for CCA salts. No Creosote-treated timber shall be used. All posts shall be of good quality material such as CCA #40 treated Southern or Northern Pine, or similar.

3.12.1.2 Construction Requirements: All clearing and grubbing shall be performed as may be necessary to construct the fence to the required grade and alignment. All posts shall be set vertically and to the required grade and alignment. Cutting of the tops of the posts shall be allowed only with the approval of the State Representative. Wire or fencing of the size and type required shall be firmly attached to the posts and braces as directed by the State Representative or as indicated on project plans. All wire shall be stretched taut and be installed to the required elevations. At each location where an electric transmission, distribution or secondary line crosses any of the fence to be installed, the Contractor shall furnish and install a ground conforming to the requirements of Subsection 9 of the National Electric Safety Code. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one (1) inch or more than six (6) inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance. The woven wire portion of the fence shall be six (6) feet high measured from the ground. On top of the woven wire fence, four (4) strands of horizontal smooth wire shall be placed at intervals of nine (9) inches. The total height of the fence, therefore, shall be nine (9) feet. End posts and corner posts shall be a minimum of six (6) inches in diameter and installed thirty-six (36) to forty (40) inches below grade. Line posts shall be a minimum of five (5)

inches in diameter and must be spaced a maximum of ten (10) feet apart, depending on terrain, and set in the ground a minimum of thirty-six (36) inches. Line posts shall be set in the ground at high and low points along the fence line. Line posts at low points must be anchored using a wood block or wire "spider" to reduce the potential for pulling out of the ground. The fence shall be braced using high-tensile brace wire double wrapped and three-eighths (3/8) inch diameter galvanized brace pins. The length of the brace at corners shall be twice the height of the fence. The high-tensile brace wire shall be installed opposite the direction of the pull of the fence. Brace boards (two (2) inches by six (6) inches) shall be installed between posts as indicated on the plan or as directed by the State Representative. A manually operated gate shall be constructed as indicated on the project plan or as per directed by the State Representative. The gate shall be constructed of materials similar to the fence, using galvanized hinges and locking hardware of appropriate weight and strength.

3.12.2 Method of Measurement and Compensation

Installation of Deer Fencing shall be measured and paid for by the linear foot installed, and shall include one gate (see price line 00145).

3.13 ELIMINATION OF UNWANTED INVASIVE PLANT SPECIES

3.13.1 Description

This work shall include the application of herbicides on unwanted invasive plant species, including the removal and disposal of residual vegetative debris (roots, rhizomes, stems and leaves). It may also include the physical removal of plants without prior application of herbicide. Work areas will be specified on plans or as directed.

3.13.1.1 The herbicides selected shall be approved for use on the selected plant species to be controlled, and for the environment in which they shall be used. Herbicides used in wetlands or wetland mitigation areas will be approved for use in the aquatic environment. Herbicides will be approved by the State Representative and shall conform to NJAC 7:30 - 1 et seq.

3.13.1.2 Herbicide shall be applied according to manufacturer's recommendations. Herbicides shall be applied by, or under the supervision of a DEP-certified pesticide applicator, whose certification includes application in wetland areas.

3.13.1.3 Herbicides shall be applied to designated areas with no resulting damage to existing plants in adjoining areas that are meant to be preserved. Any damaged plant materials shall be replaced with same value materials and the same species, at no cost to the State.

3.13.1.4 After the necessary time has elapsed for the herbicide to take effect, the target vegetation shall be removed and disposed of offsite in accordance with all applicable state and local regulations.

3.13.2 Method of Measurement and Compensation

Elimination of Unwanted Invasive Plant Species shall be measured and paid for by the square yard (see price line 00146).

3.14 STABILIZED CONSTRUCTION DRIVEWAY

To minimize tracking of dirt and other materials onto existing roadways, a construction driveway shall be constructed at locations where vehicles exit the work site. The construction driveway shall consist of a layer of broken stone which shall be a minimum four (4) inches thick and one-

hundred (100) feet long where practical, and of sufficient width to serve the intended purpose. A geotextile fabric will first be placed over the ground for the entire length and width of the broken stone driveway, and the stone will be placed on top of it. The geotextile fabric will have the physical properties of that designated for Roadway Stabilization in compliance with Section 919 of the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction (2001 or subsequent, approved replacements or updates). The broken stone shall be 2 ½ inches nominal size, and the driveway shall be maintained by top dressing with additional stone, as directed by the State Representative. All placed stone and geotextile fabric shall be removed when no longer required. The existing soil shall be cultivated to eliminate soil compaction, and reseeded with one of the seed mixes identified elsewhere in this contract as directed by the State Representative.

3.14.1 Method of Measurement and Compensation

Stabilized Construction Driveways shall be measured and paid for by the cubic yard of stone placed. The geotextile fabric, as well as off-site removal of the stone and disposal of the geotextile fabric, will be included in the price. (see price line 00150).

3.15 TEMPORARY STREAM CROSSING

3.15.1 Description

This work involves the placement of a pipe and associated riprap stone and geotextile fabric to allow for a stable, temporary crossing of a stream by vehicles and equipment to provide access to a work area.

3.15.2 Construction Requirements

The pipe will be placed upon the streambed parallel to the flow of water. Riprap stone will be placed along side of the pipe to force the flow of water through the pipe, as well as to build up the area along the pipe to provide a relatively even surface for vehicles and equipment to travel across the stream. Geotextile fabric will be placed first, under the stone and pipe to protect the streambed and banks. The layout and placement of materials for a specific stream crossing will conform to the plan provided by the State Representative. Upon completion of the work, the pipe, riprap and geotextile fabric will be completely removed and the streambed and banks will be restored to their original condition. This may include reseeding the banks with a seed mix described elsewhere in this contract.

3.15.3 Materials

The pipe will consist of round, concrete culvert pipe, 36 inches inside diameter and capable of withstanding the weight of vehicles and construction equipment passing over it without deforming or being crushed. Riprap stone will be of two sizes; 2 inch diameter and 6 inch diameter, and will conform to the requirements of riprap as described in Section 901 of the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction (2001 or subsequent, approved replacements or updates). The geotextile fabric will have the physical properties of that designated for Roadway Stabilization in compliance with Section 919 of the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction (2001 or subsequent, approved replacements or updates).

3.15.4 Method of Measurement and Compensation

The Concrete Culvert Pipe will be paid for by the linear foot (see price line 00151). The 2 inch and 6 inch Riprap Stone will each be paid for by the cubic yard (see price lines 00152 & 00153).

). The cost of the Geotextile Fabric will be included in the price for the riprap stone, and will not be paid for separately. The cost of removal of the pipe, riprap and geotextile fabric, as well as the restoration of the streambed and banks, will also be included in the price for the riprap stone.

3.16 REMOVAL OF CONCRETE BARRIER CURB

A section or sections of concrete barrier ("New Jersey Median Barrier Curb", approximately 40 inches high) may be located on a project site. This item includes the removal of the barrier from the site, as well as it's proper, legal disposal or future use.

3.16.1 Method of Measurement and Compensation

Removal of concrete barrier curb shall be measured and paid for by the linear foot of barrier (see price line 00154). The cost of transport off of the site and proper disposal will be included in this price.

3.17 MAINTENANCE AND PROTECTION OF TRAFFIC

3.17.1 Description

Attention is called to the extremely large volume of traffic on roadways included within the limits of the areas that must be maintained at all times during the life of this contract. The maintenance and protection of traffic on public roadways with minimum interference is of prime importance.

- A. No work that will interfere with traffic or restrict the width of pavement available for traffic shall be permitted in this contract except as allowed by the New Jersey Department of Transportation (NJDOT), Regional Traffic Engineer.
- B. Major road building construction may be in progress along portions of roadways included within the limits of this contract.
- C. The contractor shall adhere to the following manuals (NJDOT) when working in areas where traffic may be affected.
 - 1) Uniform Traffic Control Devices 1988 Edition.
 - 2) Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD)
 - 3) 1988 Edition of MUTCD Revision 3, September 1993.
 - 4) Standard Roadway Construction/Traffic Control/Bridge Construction Details, October 2001. For copies of the details only, contact Nicholas Caiazza, (609) 530-2991 of the Bureau of Landscape Architecture and Environmental Solutions. Copies will also be provided at the Pre-bid meeting or may be picked up at the office of the Bureau of Environmental Project Support, N.J.D.O.T. 1035 Parkway Ave, Trenton, NJ.

Maintenance and Protection of Traffic shall be provided as shown on plans provided to the Contractor or as directed by the State Representative.

3.17.2 Method of Measurement and Compensation

Maintenance and Protection of Traffic shall be measured and paid for by the day. Additional payment shall be made, by the day, for the provision of a Traffic Control Truck with Mounted Crash Cushion (see price lines 00147-00148).

3.18 SUPERVISION

At least one experienced and responsible English speaking foreman shall be on-site at all times during performance of any work, with a crew large enough to carry out all contract services.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited

partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml> must be completed and submitted with the bid proposal.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.4 SUBMITTALS

The bidder is to submit documented experience in the construction of wetland mitigation sites in New Jersey or adjoining states. This experience should include a detailed written description of all efforts and responsibilities associated with the construction and planting of two (2) wetland mitigation sites within the last five (5) years in the areas referenced above. In addition, the bidder is to submit the name, address and telephone number of the client or owner of the wetland mitigation site that was built. Failure to submit this information with your bid proposal response may be grounds for rejection of your bid.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

4.4.5. FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

F. In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any subcontractor registered as a small business with the New Jersey Commerce, Economic Growth and Tourism Commission. This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional one-year periods, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one-hundred twenty (120) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of

responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.9 CLAIMS AND REMEDIES

5.9.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.9.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.13 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by

task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.14 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.15 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.16 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.17 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"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 respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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 contracting 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 of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

5.18 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.19 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing

sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.19.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price based on evaluation model

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

Bid proposals will be ranked according to the lowest cost total of several combined pre-determined bid price lines. An Evaluation Model of the pre-determined price lines will be made available at the bid opening.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20486.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the contractor is required to submit a one year performance

bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.