



Request for Proposal 13-X-22773

For: NJDEP GROUNDS MAINTENANCE TERM CONTRACT

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	10/22/12	5:00 PM
Mandatory Site Visits (Refer to RFP Section 1.3.4 for more information.)	10/16/12	10:00 AM to 3:00 PM
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	11/21/12	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	Status	Category
	☒ Not Applicable	☐ I
	☐ Entire Contract	☐ II
	☐ Partial Contract	☐ III
	☐ Subcontracting Only	

RFP Issued By

Using Agency/Agencies

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

New Jersey Department of Transportation

Date: September, 2012

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the NJ Department of Environmental Protection. The purpose of this RFP is to solicit proposals for a term contract for Grounds Maintenance Services for Publicly Funded Site Remediation projects. Services will include:

1. Grass mowing;
2. Weed whacking;
3. Snow removal;
4. Sand and/or salt application; and
5. General repairs

The State intends to award this contract on a State-wide basis to the two (2) lowest priced bidders who are deemed responsible and responsive in accordance with the procedures outlined in this section. The lowest priced responsible and responsive bidder will be deemed the Prime Contractor. The second lowest priced responsible and responsive bidder will be deemed the Alternate Contractor. Engagements for site specific work will be in accordance with the procedures outlined below and described in Section 8 – Contract Administration.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, 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.

The State of NJ Standard Terms and Conditions 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 a reprocurement of the NJDEP Grounds Maintenance term contract, presently due to expire on December 30, 2012. Bidders interested in the current contract specifications and pricing information may review the current contract T2548 at:

<http://www.state.nj.us/cqi-bin/treas/purchase/search.pl>

This RFP solicits grounds maintenance services at hazardous and remediated waste sites, which may vary considerably in type, size, nature and degree of hazard present. The larger sites that will require services under this contract are capped landfills. Services may also be required at other types of sites, including private residences and closed gas stations. The sites may have been contaminated with a variety of substances including, but not limited to, waste oil, solvents, pesticides, and heavy metals. The contamination may be in the soil, ground water, surface water, and/or air.

A number of hazardous substance/waste sites have been identified throughout the State of New Jersey. The NJDEP has remediated a number of these sites and remediation may be on-going. The sites involved under this contract do not pose an imminent danger and can be addressed on a non-emergency basis. The purpose of this contract is to provide grounds maintenance services on a non-emergency basis including vegetation control and snow plowing at sites which vary in size and

work effort. The following is a list of sites that will most likely require grounds maintenance services. It is for information only, and sites may be added or deleted over the course of the contract.

Landfill Sites

BEMS Landfill, Burlington County
Combe Fill North Landfill, Morris County
Combe Fill South Landfill, Morris County
Florence Landfill, Burlington County
GEMS Landfill – Briar Lake Portion only, Gloucester County
James H. James Landfill, Ocean County
MSLA 1-D Landfill, Hudson County
Otilio Landfill, Essex County
Warren Glen Landfill, Warren County

Industrial/ Residential Sites

Burnt Fly Bog, Monmouth County
Ellis Property, Burlington County
Federal Creosote, Somerset County
JL Armitage, Essex County
Millington Asbestos -TIFA Property, Morris County
Millington Asbestos - Tiehlman Property, Morris County
Prices Landfill, Atlantic County
A-Z Auto, Passaic County

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <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 must not contact the Using Agency directly, in person, by telephone or by e-mail, 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 Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Procurement Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE**

REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

PROPOSAL RECEIVING ROOM – 9TH FLOOR
PROCUREMENT 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 Division are available on the web at
<http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address also may be used to submit requests to review proposal 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 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

On-line Electronic Bid Training Sessions:

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder’s responsibility to ensure that the eBid has been properly submitted.

1.3.4 SITE VISIT- MANDATORY

Mandatory Site Visits have been scheduled for this procurement on the date and time indicated on the cover sheet. The locations of the **Mandatory** Site Visits will be as follows:

Time: Open Period from 10:00 AM Until 3:00 PM
Place: Combe Fill South Landfill Site – Worse case representation
Millington Asbestos Site (TIFA) – Typical industrial site representation

NOTE: BIDDERS MUST VISIT BOTH SITES DURING THE OPEN FIVE-HOUR PERIOD AND SUBMIT SITE RELEASE FORMS AT EACH SITE. THE SITE RELEASE FORM WILL BE THE SOLE PROOF OF ATTENDANCE.

A proposal will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit. An attendee may represent no more than one potential bidding entity.

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

The Mandatory Site Inspection and Attendance/Liability Release Form are included as Attachment #1. Bidders must complete this form prior to attendance at the site inspection and return it to the DEP representative there. Each individual attending the site inspection must fill out a separate form.

The State advises prospective bidders and other persons to have a complete knowledge as to the nature and layout of the site. State further advises that the minimum level of protection recommended is indicated on the form. Any persons on the site must at least have this minimum level of protection. However, any person or persons who enter upon the site, examine the site, or conduct any activity on or in the vicinity of the site do so at their own risk. State assumes no liability whatsoever.

DIRECTIONS TO COMBE FILL SOUTH LANDFILL SITE
98 PARKER ROAD, CHESTER, MORRIS COUNTY

From I-287 North:

- From Route 287 North, take Exit 22B – towards Bedminster and Netcong
- Follow signs for Route 206 North
- Take Route 206 North about 9 miles to Route 24 West / CR-513 / Main Street. There is a traffic light at this intersection. You will see Larison's Steak House on the corner directly across from you. Turn left onto Rt 24 W
- Take Route 24 West about 1.3 miles
- Turn left onto to Parker Road and immediately bear to the right to stay on Parker Road
- Continue on Parker Road for 1.1 miles to 98 Parker Road. Turn right onto the driveway and follow the road up the hill. The treatment building is on the right

From I - 80:

- From Route 80, take Exit 27A
- Follow signs for Route 206 South
- Take Route 206 South for about 8 miles to Route 24 West / CR-513 / Main Street. There is a traffic light at this intersection. You will see Larison's Steak House on your right. Turn right onto Rt 24 W.
- Take Route 24 West about 1.3 miles.
- Turn left onto to Parker Road and immediately bear to the right to stay on Parker Road
- Continue on Parker Road for 1.1 miles to 98 Parker Road. Turn right onto the driveway and follow the road up the hill. The treatment building is on the right.

DIRECTIONS TO MILLINGTON ASBESTOS – TIFA REALTY ASBESTOS DUMP SITE
50 DIVISION AVENUE, MILLINGTON, MORRIS COUNTY

From I-287 North:

- From Route 287 North get on Route 78 East
- Take Exit 36 – Route 651 – Basking Ridge/Warrentonville
- At the exit ramp make a left on to King George Road
- Take King George Road until it bears right towards Route 512 East/Valley Road
- Make a left on to Route 605 / Division Avenue
- Continue to 50 Division Avenue. The TIFA Site is on your left before the train station, in the back of a gray building, between Commerce Street and Stone House Road

From I - 80:

- From Route 80, take Exit 27A
- Follow signs for Route 206 South
- Take Route 206 South to Route 78 East
- Take Exit 36 – Route 651 – Basking Ridge/Warrentonville
- At the exit ramp make a left on to King George Road
- Take King George Road until it bears right towards Route 512 East/Valley Road
- Make a left on to Route 605 / Division Avenue
- Continue to 50 Division Avenue. The TIFA Site is on your left before the train station, in the back of a gray building, between Commerce Street and Stone House Road

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, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT

<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 Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the proposal submission 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 proposal in response to this RFP. No special consideration will be given after 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 proposal in response to this RFP.

1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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.

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal 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.

1.4.7 BID/PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a bidder may withdraw its proposal as described below.

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

If, after the proposal submission opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Proposal Review 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. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

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

If during a proposal 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 (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal 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 proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

1.4.8 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor irregularities or omissions in a proposal and N.J.A.C. 17:12-2.2 which defines causes for automatic proposal rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all proposals if it is in the public interest.

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 Division of Purchase and Property.

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 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.

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 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 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 proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

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.

Subcontractor – An entity having an arrangement with a State contractor, where by 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.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

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

Allowance - An amount set up by the NJDEP at the time of engagement. Contractors may purchase items using this allowance without a contract modification. Expenditure is subject to the rules identified in this Contract.

Claim – A request for additional compensation or time filed by the Contractor.

Contract Modification - A written order to the Contractor signed by the State authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or Time.

Cost Analysis - The review and evaluation of each element of contract cost to determine reasonableness, allocability and allowability.

Daily Scheduled Labor Report (Form DEP-024A) - A form completed and certified by the Contractor identifying each employee who worked on a particular day along with the labor classification, hours worked, and labor cost. Typically, an individual DEP-024A is attached to the Payment Voucher for each day worked. All costs on this form are derived from the Contractor's bid prices. The Contractor may prepare an electronic equivalent of this form for its convenience, subject to DEP review and approval. The Payment Voucher must include an electronic copy of the form signed by the Contractor. A sample DEP-024A is included in Section 8.

Daily Scheduled Equipment, Materials and Services Report (Form DEP-024B) – A form completed and certified by the Contractor identifying the equipment, materials, or services provided and the applicable quantities and unit rates. This form is used for all non-labor bid items that are included in the Contract, requested by the NJDEP Representative, and delivered by the Contractor. Typically, an individual DEP-024B is attached to the Payment Voucher for each day worked. All costs on this form are derived from the Contractor's bid prices. The Contractor may prepare an electronic equivalent of this form for its convenience, subject to DEP review and approval. The Payment Voucher must include an electronic copy of the form signed by the Contractor. A sample DEP-024B is included in Section 8.

Daily Non-Scheduled Equipment, Materials and Services Report (Form DEP-024C) – A form completed and certified by the Contractor identifying the equipment, materials or services that were procured at the request of the NJDEP Representative either by contract modification or via the general allowance. This form is used for all items requested by the NJDEP Representative and delivered by the Contractor for which there are no prices on the Price Schedules. Typically, an individual DEP-024C is attached to the Payment Voucher for a particular day. These forms must be accompanied by the supporting cost documentation in accordance with the Contract. The Contractor may prepare an electronic equivalent of this form for its convenience, subject to DEP review and approval. The Payment Voucher must include an electronic copy of the form signed by the Contractor. A sample DEP-024C is included in Section 8.

Deliverables - Items defined in the Scope of Work, Section 3, as products or proof of services rendered under this contract.

Demobilization - The removal of material, personnel and equipment from a site.

Department - New Jersey Department of Environmental Protection (NJDEP).

Disposal Contractor - A Contractor engaged to store, treat and/or dispose of hazardous and non-hazardous materials in accordance with all applicable State and Federal laws, rules and regulations.

Engagement – A site specific project performed by a Contractor. See Section 8.0 of this RFP for a description of the method NJDEP will use to engage a Contractor to perform a site specific project.

General Allowance – The maximum dollar amount that is identified in an engagement that may be used to procure unscheduled items for which no unit price is included in the Contract.

Indirect Costs (Overhead) - Those costs incurred by the Contractor in the usual conduct of his business which are not direct labor or other direct costs attributable to specific projects.

Invoice – State of New Jersey Vendor Invoice (Payment Voucher), Form PBPV1.

Mobilization - The movement of the Contractor's material, personnel and equipment to the site.

NJDEP - New Jersey Department of Environmental Protection. When this contract is utilized by other agencies, the NJDEP for purposes of this contract shall mean the using agency.

NJDEP Representative - The NJDEP employee assigned the overall management and coordination duties involving all aspects of an engagement. This person engages Contractors, ensures Contractor compliance with contract provisions, prepares reports and certifies that work is complete. The NJDEP Representative may have one of several working job titles, with the two most common titles being **Construction Manager** and **Operations Manager**.

OSHA - Occupational Safety and Health Administration.

Payment Voucher - The State of New Jersey invoice form completed by the Contractor when submitting a request for payment. Identified as State of New Jersey Vendor Invoice (Payment Voucher), Form PBPV1.

Price Analysis – The process of evaluating a prospective price by comparing it with other prices, without regard to the Contractor's separate cost elements and proposed profit. Price analysis determines the reasonableness of the proposed contract price based on adequate price competition, previous experience with similar work, established catalog or market price, law, or regulation.

Purchase Approval Memorandum – A form completed and certified by the Contractor identifying the equipment, materials or services that were procured at the request of the NJDEP Representative via the General Allowance. This form is used for all items requested by the NJDEP Representative and delivered by the Contractor for which there are no prices on the Price Schedule. The Purchase Approval Memorandum must be accompanied by the supporting cost documentation in accordance with the Contract. The Contractor may prepare an electronic equivalent of this form for its convenience, subject to NJDEP review and approval. The Payment Voucher must include an electronic copy of the form signed by the Contractor. A sample Purchase Approval Memorandum is included in Section 8.

Purchase Order - A Purchase Bureau document memorializing the execution of the engagement contract between the State and the Contractor.

Site - The work area defined by the IFB (generally, the area described at the time of engagement and the immediate vicinity thereof).

Site Access - Sufficient legal authority to enter a site in order to perform a project. Unless otherwise specified, all legal site access will be secured by NJDEP. The NJDEP may task the Contractor with obtaining permits, including road opening or right of way access permits from local authorities.

Site Specific Award Date - Date of execution of an Emergency Work Authorization (Form DEP-012E) when the engagement is an emergency. If the engagement is not an emergency, then the date of issuance of a Purchase Order is the specific award date.

State Contract Manager- The State employee assigned overall management and administration of the term contract.

Total Bid Price - A total price calculated by the bidder on the Price Summary Sheets of the Price Schedules.

Unit Price - A price per specified unit of measure for individual line items bid on the Price Schedules which shall incorporate all associated costs.

USEPA - United States Environmental Protection Agency.

3.0 SCOPE OF WORK

This section defines the technical requirements and scope for the labor, equipment, materials, and services to be provided during the Contract.

Work under this contract, as identified in a site specific engagement, will be operations and maintenance (O&M) activities at hazardous waste sites including the following tasks:

1. Grass mowing;
2. Weed whacking;
3. Snow removal;
4. Salt and/or sand application; and
5. General repairs

Work is divided into specific tasks, which can be applied to any portion of the site(s). Work may vary greatly from one site to another. Similarly, the contract amount and duration will vary. On some sites the initial phase of remediation has been completed, on others remediation may be ongoing. However, all work will be completed in Level D protection, which is normal work clothes and no exposure to hazardous materials.

For services required by the State, the Contractor will be reimbursed at the contract rates. The Contractor shall be able to supply personnel, material and equipment to perform these tasks in a timely and professional manner. Where power equipment is being used, the Contractor will be required to have at least two persons on site who have the appropriate training required by the Health and Safety Plan. The quantities of work and materials specified in the Price Schedule are estimates for bidding purposes. Actual quantities of work and materials will vary according to the needs of the site.

The following is a list of sites that most likely will require grounds maintenance under this contract, and the estimated quantities to be needed in a single work event. Some sites, especially the larger landfill sites, may require more than one event per year. This list is provided for your information only. The list is not complete as sites may be added or deleted at any time. Engagements will be made on a site-by-site basis.

ESTIMATED QUANTITIES PER EVENT

Project	County	Estimated Mowing Acre	Estimated Weed Whacking Hours	Estimated Snow Removal Hours
<u>Landfill Sites</u>				
BEMS Landfill	Burlington	47	200	0
Combe Fill North Landfill	Morris	69	350	0
Combe Fill South Landfill	Morris	63	200	0
Florence Landfill	Burlington	60	192	24
James H. James	Ocean	60	72	0
Ottillio Landfill	Essex	4	24	0
Warren Glen Landfill	Warren	10	192	0
GEMS Landfill	Gloucester	4	32	0
<u>Industrial/Residential Sites</u>				
Burnt Fly Bog	Monmouth	15	96	0
Ellis Property	Burlington	13	16	4
Federal Creosote	Somerset	4	24	24
Millington Asbestos- TIFA	Morris	5	24	0
Millington Asbestos- Tiehlman	Morris	5	24	0
Syncon Resins	Hudson	0	0	12
J.L. Armitage	Hudson	0	80	0
MSLA -1D	Hudson	0	200	0
A-Z Auto	Passaic	0.5	8	0
ESTIMATED TOTAL:		359.5 Acres	1834 Hours	64 Hours

3.1 POST AWARD CONFERENCE

Following the contract award, the State Contract Manager may require the Contractor to attend a Post Award Conference. The purpose of this meeting would be to discuss the basic contract procedures and answer questions. Personnel who should attend this meeting are the prime company contact who will interact with NJDEP regularly, field supervisor(s), health and safety personnel and billing supervisors.

3.2 GENERAL SPECIFICATIONS

The Scope of Work to be performed will be outlined by the NJDEP Representative for each site-specific engagement. This scope of work will specify the type of work, the type of material or equipment necessary as well as any performance specifications. Prior to finalizing the site-specific scope of work, a joint site inspection will be held by the NJDEP Representative and the Contractor. The Contractor must provide personnel for the site inspection at no cost to the State. The joint inspection will assist in finalizing the type of work, work area(s), cost estimate and anticipated work schedule. The Contractor will be required to submit a written acceptance of the engagement and complete a Conflict of Interest Form. The State will then issue a purchase order.

3.3 CONTRACT ADMINISTRATION AND MANAGEMENT

This Contract is administered and managed by the Contractor, the NJDEP Representative, and the State Contract Manager. The Contractor performs all the work of the Contract. The NJDEP Representative works out of the various agencies, bureaus and offices within the NJDEP that will engage the Contractor, direct site work and pay the Contractor. The State Contract Manager provides the central administration and coordination of this Contract among the various NJDEP Representatives and Contractors. The specific contractual responsibilities of each party are defined below.

3.3.1 CONTRACTOR RESPONSIBILITIES

In accordance with the procedure outlined in this RFP, the State will award contracts to the two lowest priced, responsive and responsible bidders. Throughout this Request for Proposal, the term *Contractor* is used in singular form. It is expressly noted and understood that *Contractor* refers to each of the two Contractors that receive awards under this Request for Proposal.

The Contractor's responsibilities include, but are not limited to, the following:

1. The Contractor shall maintain day-to-day communications with the NJDEP Representative that engaged the Contractor;
2. If the Contractor refuses an engagement, the Contractor shall provide the NJDEP Representative and the State Contract Manager with written notification detailing the reasons for the refusal. Refusal of two consecutive engagements demonstrates substantial inability to adequately perform services and may result in suspension and/or eventual contract termination;
3. The Contractor shall attempt to resolve minor problems and disputes with the NJDEP Representative. The Contractor will notify the State Contract Manager of any contract issues that cannot be resolved directly with the NJDEP Representative;
4. The Contractor shall acknowledge and respond to all requests for information received from the State Contract Manager or the NJDEP Representative concerning this contract. Requests for information include, but are not limited to, contacts by NJDEP Representatives concerning engagements under the contract, and questions and concerns raised by the State Contract Manager. Unless otherwise specified herein, telephone contact shall be responded to by telephone and written contact shall be responded to in writing;

5. The Contractor shall provide written notification to the State Contract Manager within 48 hours of receipt of any adverse actions taken against the Contractor by any Federal, State or Municipal entities affecting or with the potential for affecting the Contractor and its ability to perform services under this contract;
6. The Contractor must track the project budget as represented by the Purchase Order(s) issued for the site. The Contractor must advise the NJDEP Representative at least one month prior to the anticipated depletion of monies in each Purchase Order. The Contractor is only authorized to bill for the amount of money authorized in each Purchase Order. The NJDEP may not pay for work conducted in excess of the Purchase Order amount;
7. The Contractor shall assume full responsibility for the protection and safekeeping of materials and equipment located on site until final payment for the engagement;
8. The Contractor shall protect and not harm structures, vegetation, equipment, monitoring wells and other property on site that are not part of the work. The Contractor shall be responsible for any and all damage caused by its operations and shall make the necessary reparations at no cost to the State; and
9. If requested by the NJDEP Representative, the Contractor shall participate in daily tailgate meetings to discuss planned activities and any other relevant issues related to the work. Additionally, if requested by the NJDEP Representative, the Contractor shall submit a written summary of the previous day's work detailing the work that was performed and identifying the labor, equipment, materials, and services used during the work activities.

3.3.2 NJDEP REPRESENTATIVE RESPONSIBILITIES

The NJDEP Representative serves as the first point of contact for engaging the Contractor and for resolving technical and payment issues. Routine day to day contact occurs between the Contractor and the NJDEP Representative that engages the Contractor. Only NJ State employees will act as NJDEP Representatives and will engage the Contractor. The NJDEP Representative's responsibilities include, but are not limited to, the following:

1. The NJDEP Representative will engage the Contractor and will provide the Contractor with sufficient information about the site such that the Contractor can deploy sufficient personnel, equipment and materials;
2. The NJDEP Representative will provide the Contractor with a Purchase Order for each engagement;
3. The NJDEP Representative will track, compile and submit engagement information to the State Contract Manager on request;
4. The NJDEP Representative will resolve minor problems and disputes with the Contractor. The NJDEP Representative will notify the State Contract Manager of any item requiring the intervention for resolution;
5. The NJDEP Representative will process all paperwork associated with a specific engagement including any contract modifications needed for an engagement that do not affect the basic terms, conditions, Scope of Work, or Contract prices; and
6. The NJDEP Representative will process all New Jersey State Using Agency Formal Complaints (PB36 form) through the State Contract Manager.
7. If analytical services are required as part of an engagement, the NJDEP Representative will verify with the State Contract Manager whether the Contractor to be engaged has the laboratory certifications needed to do the work of the engagement.

3.3.3 STATE CONTRACT MANAGER RESPONSIBILITIES

The NJDEP Publicly Funded Response Element, through the State Contract Manager, provides central administration and management of this Contract. Responsibilities include, but are not limited to, the following:

1. The State Contract Manager will recommend and disseminate any modifications to technical and non-technical terms and conditions of the Contract to the NJDEP Representative and the Contractor. All contract modifications in accordance with this RFP that affect the terms, conditions, Scope of Work, and Contract prices will originate with the State Contract Manager;
2. The State Contract Manager will work to resolve disputes between the NJDEP Representative and the Contractor and advise both parties on how to comply with Contract requirements;
3. The State Contract Manager or his designee will track Contract use among the various NJDEP Representatives and Contractors;
4. The State Contract Manager will process New Jersey State Using Agency Formal Complaints (PB-36 forms) to the New Jersey Department of the Treasury for Contract non-compliance issues. The State Contract Manager will initiate other adverse actions against the Contractor, including termination, upon completion of investigations;
5. The State Contract Manager or his designee will double check the laboratory and Contractor certifications needed to perform analysis of samples and advise the NJDEP Representative prior to Contractor engagement; and
6. The Contractor and the NJDEP Representative should direct questions regarding the central administration of the Contract to the State Contract Manager identified below.

STATE CONTRACT MANAGER		
MR. THOMAS K. O'NEILL New Jersey Department of Environmental Protection Bureau of Site Management P.O. Box 420 – 5 TH Floor Trenton, New Jersey 08625-0420 For express mail delivery, use the following street address: 401 East State Street, Floor 5 Trenton, New Jersey 08625-0420		
PHONE: (609) 292-2150	FAX: (609) 633 - 1439	E-MAIL: Tom.O'Neill@dep.state.nj.us

3.4 SITE WORK – GENERAL

The Contractor will coordinate all work activities through the NJDEP Representative assigned to a particular engagement. The Contractor's responsibilities include, but are not limited to, the following:

1. Work Areas: The Contractor shall prepare and identify all areas and/or facilities as necessary to conduct work as identified in the site specific scope of work.
2. Equipment: The Contractor must supply the proper heavy equipment as specified, in good working order, and all necessary supplies to run or maintain it. Equipment operators must be proficient in operating the machines.
3. Parking: The Contractor shall be responsible for his employees parking at the site. Parking will be in areas designated by the State. The State will not be responsible for the security of

personal property of the Contractor or subcontractors left on site.

4. Protection of Property: The Contractor shall be responsible to protect all vegetation, equipment, vents, wells and other structures and property existing at the site. The Contractor shall be held responsible for the protection of the site and repair any damage caused by his negligent or intentional actions at no additional cost to the State. The Contractor is responsible to remove from the site any trash generated by the crew or wastes from vehicle maintenance. This will be performed at no additional cost to the State.
5. Fire Prevention: All work must be performed in a safe manner including the supply and maintenance of adequate fire fighting equipment. The Contractor shall comply with all Federal, State and local fire prevention regulations.
6. On Site Work Meetings: The Contractor may be required to meet with the NJDEP Representative prior to the start of the day's activities to outline the daily objectives and/ or at the end of the day to discuss work performed.
7. Health and Safety: The Contractor will be responsible to perform all activities on site within the guidelines of the approved site specific Health and Safety Plan (HASP).
8. Storage/ Security: The Contractor shall establish storage areas for equipment and supplies. The Contractor shall be solely responsible for the security of all equipment and supplies stored on site during the completion of work under this contract. The Contractor shall keep an adequate supply of materials and equipment on site for the work, and they must be stored properly and safely. Additional costs incurred by the Contractor due to inadequate supplies or storage will not be compensated by the State.
9. Contractor Personnel: The Contractor shall provide adequately experienced personnel to perform the required tasks. The State reserves the right to reject those personnel not able to perform. Those personnel rejected by the State must be replaced as soon as possible, so as not to impact project progress or schedules. No claim for delay of work will be considered due to the Contractor's failure to perform.
10. Material Specifications: Material specifications will be supplied by the NJDEP Representative at the time they will be purchased.
11. Work Schedule Provisions: A normal workday shall consist of an eight (8) hour work shift, exclusive of mealtime break(s), completed on weekdays Monday through Friday. Saturdays, Sundays, and certain legal Holidays are not considered normal workdays. If the Contractor desires to work outside of the normal work hours a request must be submitted by the Contractor to the NJDEP Representative. If the request is approved, the work will be reimbursed at the original contract rates at no additional cost to the State.
12. Mobilization: The Contractor shall be able to mobilize within 10 days following the receipt of a Purchase Order or by the date specified or agreed to by the NJDEP Representative.
13. Demobilization/ Engagement Closeout: The site-specific engagement closeout procedures shall begin when all work tasks and checklist items have been completed. A joint inspection will be made by the NJDEP Representative and the Contractor. The NJDEP Representative will notify the Contractor of any deficiencies in the work and the Contractor shall take corrective measures that satisfy the NJDEP Representative. Upon acceptance by the NJDEP Representative, the Contractor shall start demobilizing any equipment brought to the site per the following procedure: (a) *Miscellaneous Disposal Items* – In general, the Contractor shall remove any trash or garbage items generated by his employees or subcontractors; and (b) *Equipment Removal* – The Contractor shall be responsible for dismantling and removing all equipment and temporary construction that were used to perform the site work.

3.5 GRASS MOWING

To aid in the maintenance of the established vegetative cover and discourage the growth of trees and deep rooting species, the NJDEP Representative may direct the Contractor to mow various sites. Mowing will be performed both on large sites, such as closed landfills, and small sites, such as residential, inactive or low activity industrial sites. Grass, bushes and saplings shall be mowed when they reaches a maximum height of 4 to 6 feet, and shall be mowed or cut down to a maximum height of 6 to 8 inches. It is anticipated that large landfill sites will be mowed two (2) times per year during the course of this contract. The areas and acreage to be mowed at each site will be included in the site-specific engagement. A list showing the estimated quantities of mowing, weed whacking and/or snow removal at each site for each event can be found in Section 3.0 Scope of Work. The Contractor shall provide all labor, equipment and materials required to complete the work. Work must begin on site within 15 working days from the date of notification by the NJDEP Representative to start, unless otherwise scheduled by the NJDEP Representative.

Equipment used must not cause damage to the turf. Some sites have steep slopes and/or restricted access. Therefore, equipment selected by the Contractor must provide stability for the safety of the equipment operator and prevention of damage to the vegetative or other cover. No special provision will be made for pricing associated with steeply sloped sites. The Contractor will repair damage to the satisfaction of the NJDEP Representative at no cost to the State.

Payment for grass mowing shall be in accordance with the Contract Price Schedule. Grass clippings will be left in place unless otherwise directed by the NJDEP Representative. If the NJDEP Representative requires grass clippings to be collected and moved, payment will be made according to the appropriate labor and equipment unit price line items.

3.6 WEED WHACKING

On areas inaccessible to mowing equipment or if requested by the NJDEP Representative, the Contractor will weed whack as directed. The Contractor will be expected to use hand held equipment, such as a chain saw or a mechanical string or blade trimmer. Grass, bushes, saplings and other growth shall be weed whacked to a maximum height of 6 to 8 inches. In most cases vegetation cut down will be left in place. A list showing the estimated quantities of mowing, weed whacking and/or snow removal per event at each site can be found in Section 3.0 - Scope of Work. The Contractor shall provide all labor, equipment and materials required to complete the work. Work must begin on site within 15 working days from the date of notification by the NJDEP Representative to start, unless otherwise scheduled by the NJDEP Representative.

In areas that have dense undergrowth, use of a heavy-duty push type brush cutter machine may be required. The machine should be able to cut saplings up to 1-1/2 inches in diameter and thick overgrown vegetation up to 6 feet tall. Additionally, the Contractor may be required to bring on site a wood chipper capable of handling up to nine-inch (9") diameter material.

Payment for weed whacking, brush cutting, wood chipping, and collection and moving of cuttings, if requested, shall be in accordance with the laborer unit rate per the Contract Price Schedule. Payment for brush cutting equipment, wood chippers, or other required equipment shall be per the applicable unit rates in accordance with the Contract price Schedule.

3.7 SNOW REMOVAL

During the contract period, snow removal may be required at a site, however, this service will be needed at only a small number of sites. Snow removal requirements for specific sites will be included in the site specific scope of work. On large sites, such as landfills, the areas that may require snowplowing will be roadways leading into or around a site. Smaller residential sites may require clearing by snow blower or by hand shoveling. Snow shall be removed so as to avoid damage to other nearby structures and/ or as directed by the NJDEP Representative.

For sidewalk areas in residential neighborhoods where a quick response time is necessary, the Contractor will likely need to respond within hours due to safety concerns. For those cases the NJDEP Representative will indicate the acceptable response time in the site specific engagement package.

For sites where the area to be plowed is greater than 400 square feet, on a normal business day the contractor shall respond to the site within a six (6) hour period once the snow has accumulated to a depth of three (3) inches. If snowfall of a depth of three (3) inches occurs on a non-business day, the Contractor shall respond within 3 hours prior to the start time on the next normal business day. Depth will be determined by reports from local weather or airport service. During normal business days, the contractor will first contact the NJDEP Representative to obtain permission to start plowing. If this is not possible, or as otherwise directed by the NJDEP Representative, the Contractor will proceed with plowing as long as the depth of snow is 6 inches or greater.

The Contractor will supply at least a four-wheel drive vehicle with a front mounted plow for areas greater than 400 square feet. Substitutions of equipment will be allowed with prior permission of the NJDEP Representative.

3.8 SAND/SALT APPLICATION

If necessary, at the direction of the NJDEP Representative, the surface should be made safe from ice by applying sand or salt to prevent slipping. A quick response time will most likely be necessary. For those cases the NJDEP Representative will indicate the acceptable response time in the site specific engagement package.

Materials other than sand or salt may be substituted with prior permission from the NJDEP Representative.

Payment for snow removal, salting or sanding operations will be in accordance with the labor and equipment rates listed in the Contract Price Schedule. Payment for salt or sand materials shall be per pound of material delivered in accordance with the General Allowance Procedures in Section 8.

3.8 GENERAL REPAIRS

During the course of this contract repairs requiring labor and construction equipment may be required. This may include, but may not be limited to, tree removal, fence repair, turf repair or establishment, and removal of debris illegally dumped on sites. Because it is difficult to project what repairs may be needed during an engagement, the contract provides for use of labor and equipment on an as-needed basis.

Payment for general repairs shall be per the applicable labor and equipment unit prices in accordance with the Contract Price Schedule. If unscheduled materials or services are required, these services shall be procured and provided in accordance with the general allowance procedures in Section 8.

4.0 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 proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/13-x-22773.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the bidder is submitting an eBid proposal, hard copy submission is not required, please see Section 4.3.2 for number of complete and exact copies. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename.

4.3.2 NON-EBID SUBMISSION

The bidder should submit the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal.
four (4) full, complete and exact copies, clearly marked "COPY".

Copies are necessary in the evaluation of the proposal and for record retention purposes. 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. The bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

The proposal should be submitted in one volumes with the content of each volume as indicated below.

The bid proposal should be submitted in one volume, divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.2)
- Section 2 - Technical Proposal (Section 4.4.3)
- Section 3 - Organizational Support and Experience (Section 4.4.4)
- Section 4 - Cost Proposal (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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 proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's' firm and the bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, 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 proposal. Failure to submit the form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND 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 (5) 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 for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.4.1.5 PRICING

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

4.4.2.3 FEDERALLY FUNDED CONTRACTS REQUIRING DISADVANTAGED BUSINESS ENTERPRISES REPORTING REQUIREMENTS

The contract or site that your firm is bidding may be Federally funded site and requires compliance with the Mandated "Fair Share Goals". The Contractor is required to demonstrate compliance with meeting these mandated "Fair Share" Goals. The "Fair Share Goals" states "The bidder understands that work under this Contract may now or in the future be funded in whole or in part by the United States Environmental Protection Agency (USEPA) pursuant to an assistance agreement with the State. As such, the bidder agrees that its responsibilities hereunder shall be performed consistent with any USEPA requirements for work funded by the USEPA and that all applicable USEPA standards of performance for work of this type are hereby incorporated by reference."

4.4.3 TECHNICAL PROPOSAL

This section of the proposal should minimally contain the information identified below.

4.4.3.1 MANAGEMENT OVERVIEW

The bidder should set forth its approach to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract.

4.4.3.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule.

4.4.3.3 CONTRACT SCHEDULE

NOT REQUIRED

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

NOT REQUIRED

4.4.3.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

a. **Contract-Specific Chart.** The bidder should include a contract organization chart, with names showing supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.4.3 RESUMES

NOT REQUIRED

4.4.4.4 BACKUP STAFF

NOT REQUIRED

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

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. The bidder must provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 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 which 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 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. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

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

4.4.5 PRICE SCHEDULE/SHEET

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

4.4.6 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

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, addenda to this RFP, the contractor's proposal, any best and final offer 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 State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, 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 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 three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to 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 all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

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 and 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

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.

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall 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 substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

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.

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 proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by

the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

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 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 proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 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.

5.13.2 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.

5.13.3 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 of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 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 certain date. 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

5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each contract year, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 100% of the retainage for the preceding contract year. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.16 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.

5.17 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.

5.18 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.

5.19 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 proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price 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 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 and NJOIT.

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.

5.20 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

5.22 CONTRACT ACTIVITY REPORT

At the end of each contract year (annually) and at the end of the contract (final), the Contractor shall submit a financial report to the State Contract Manager for review and approval. The report shall include a Microsoft Office Excel spreadsheet summarizing the expenditures to-date for each engagement and for the total Contract. The summary shall follow the format of the Contract Price Schedules, wherever possible, and shall itemize the expenditures for each line item, for non-scheduled items, and for contract modifications. Failure to submit the report may be grounds for having outstanding invoices suspended until the report is submitted and approved.

5.23 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

NJ Standard Terms and Conditions version 10/21/2011 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>.

5.23.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is deleted and replaced with the following:

4.1 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100% of the total value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The contractor shall not be liable for special, consequential, or incidental damages.

5.23.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

NOT REQUIRED

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of 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 proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.7.1 TECHNICAL 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:

- a) Price
- b) Experience of the bidder
- c) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.7.2 PROPOSAL DISCREPANCIES

In evaluating proposals, 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 correct sum of the column of figures.

6.7.3 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a

negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership 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 either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division 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 Division Procurement Specialist, 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all 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. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

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 is identified in Section 3.3.

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 of the Contract 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 cannot resolve a dispute with contract users.

8.2 ENGAGEMENTS, PRICES AND PAYMENTS

Work under this contract will be performed by the Prime Contractor in accordance with the procedures outlined in this section. This section also describes the engagement process, contractual matters related to non-performance, contract modifications and claims, invoicing procedures, engagement cost allowances, and the Contract Price Schedule.

8.3 ORDER OF ASSIGNMENT

- A. The State intends to award this contract to the two (2) lowest priced bidders. Of the bidders determined to be responsive and responsible, the bidder with the lowest total bid price will be recommended to be the Prime Contractor. The second lowest priced responsive and responsible bidder will be recommended to be the Alternate Contractor.
- B. All projects will be assigned to the Prime Contractor.
- C. In the event the Prime Contractor is identified as having a conflict of interest with one or more of the named potentially responsible parties for a site, the State will offer the engagement to the Alternate Contractor.
- D. If the Prime Contractor's performance is unsatisfactory to the State, the State will notify the Prime Contractor of the problems for immediate resolution. Failure to correct problems in a reasonable time will result in the State taking further action against the Prime Contractor, such as contract termination or award of future engagements to the Alternate Contractor.

8.4 ENGAGEMENT PROCESS

- A. When services under this contract are required, the NJDEP Representative will contact the Contractor, usually by telephone. A joint site inspection will be scheduled by the Contractor and the NJDEP

Representative. The State will not pay the Contractor for any costs incurred in receiving and accepting an engagement or performing an initial site visit with the NJDEP Representative.

- B. The NJDEP Representative will then provide a notification of the State's intent to engage in writing that will contain the Scope of work, Cost Estimate and Conflict of Interest Certification Form.
- C. In order to determine if any Conflict of Interest exists, the NJDEP Representative will provide a Conflict of Interest Certification Form that specifies the list of Potentially Responsible Parties (PRPs). The Contractor must review its client list and must disclose any contractual or other business relationship occurring during the preceding five years between the Contractor and any subcontractor of the Contractor, and any person or entity who is or may be responsible for the cleanup costs of the site. The Contractor and any subcontractor must also disclose any work that they have previously performed at the site. The Contractor must file a Conflict of Interest Certification for himself and for each subcontractor. Additionally, if, at any time after the site-specific engagement, the State provides the names of any additional potentially responsible parties and/or the Contractor becomes aware of any contractual or other business relationship occurring during the preceding five years between the Contractor or any subcontractor of the Contractor and any person or entity who is or may be responsible for the cleanup costs at the site, the Contractor will immediately convey this information to the State. For purposes of this section, a Contractor or Contractor's subcontractor will be deemed to have had a business relationship with a potentially responsible party if he has had a relationship with a parent, subsidiary, predecessor or successor of such a party or he has been engaged by independent legal representatives on behalf of any such party as so defined. The State will determine on a case-by-case basis whether any particular set of circumstances and relationships between the Contractor and either a potentially responsible party or other work at the site constitutes a conflict of interest and requires the termination of an engagement and/or its award to another firm. The Contractor agrees to accept as binding any determinations by the State as to whether a Conflict of Interest exists which would warrant termination of an engagement or its award to another firm.
- D. Within five working days of the engagement notification, the Contractor must indicate its acceptance of the engagement. If the initial site visit has not already been done, it will typically be scheduled by the NJDEP Representative within these five days. After the initial site inspection, the NJDEP Representative will finalize the written scope of work and cost estimate for the engagement, and will request a purchase order for the work. The Contractor must send a written acceptance of the work and the completed Conflict of Interest Certification. The Contractor may begin work on the engagement upon receipt of the purchase order.
- E. The State reserves the right to procure the necessary services outside the Contract.

8.5 NON-PERFORMANCE

- A. The State will consider only extreme factors beyond the control of the Contractor including, but not limited to: extremes of weather, acts of nature such as floods and earthquakes, acts of civil or military authority, strikes, plant shutdown, permit revocation at facilities not under the Contractor's control, and multiple work commitments on other NJDEP engagements as reasonable cause for a Contractor being unable to execute the provisions of this Contract.
- B. Once the Contractor is contacted by an NJDEP Representative for engagement and the Contractor indicates that he will respond, the NJDEP Representative will expect the Contractor to perform work as required. Failure to perform Contract-related work may lead to formal complaints and eventually to engagement termination or contract termination in accordance with the terms of this Contract.
- C. For purposes of this Contract, examples of non-performance shall include, but not be limited to:
 - 1. Unavailability to respond for reasons other than the types listed in 8.4.C. Failure to accept an engagement may cause the Contractor to be bypassed for the next available engagement.
 - 2. Unsatisfactory performance on an engagement by the Contractor.
 - 3. Failure to deliver all the requested labor and equipment.
 - 4. Failure to deliver any telephone or written reports within the time frames indicated.
 - 5. Discovery of misrepresentation of submitted proposal data. All equipment and personnel listed in the bid proposal shall be either the property of the Contractor or fully controlled by the Contractor (i.e. rented,

leased or subcontracted) and is subject to verification by NJDEP inspection during the term of the contract.

6. Failure to notify the NJDEP Representative of acceptance or refusal of engagement in the times specified.
- D. If the Contractor fails to perform satisfactorily and does not correct the problems within the time frame specified by the NJDEP Representative, the NJDEP may file a formal complaint with the Department of the Treasury that the Contractor is failing to perform the work of the Contract.

8.6 CONFLICT OF OBLIGATIONS

The Contractor hereby affirms that it shall not, during the period described below, perform any other work on the sites covered by this contract or enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of this contract, with persons or entities listed as Potential Responsible Parties for an engagement nor with any of their parent corporations, subsidiaries, or successors, nor with any independent legal representative acting in behalf of such parties without the express written permission of the Commissioner of the New Jersey Department of Environmental Protection.

As to each of the Potentially Responsible Parties identified by the State, the period covered by this restriction shall extend from the date of notification of the Contractor for an engagement under this contract until the later of: (A) five (5) years from the date of final completion of work under the engagement; or (B) final judgment, including all potential appeals in a court of competent jurisdiction of any claims initiated by the State or the United States against said party provided that such claims are made in a court of law within five (5) years from Final Completion. This later restriction shall apply only to claims that are related to the presence or previous presence of hazardous substances at or near the real property referred to on the sites under this contract. This restriction shall be terminated only upon written notice from the State that any such claims have been finally adjudicated which notice may be requested by the Contractor. Orders shall be issued that allow the Contractor to continue with work.

8.7 CONTRACT MODIFICATIONS

- A. Any modifications of the price, Scope of Work or terms and conditions of the contract must be done by written contract modification approved by the Director.
- B. The Director may at any time, without notice to any surety, issue a written contract modification which changes the work within the general scope of this contract, including but not limited to changes:
 1. In the specifications;
 2. In the time, method or amount of performance of the work; and
- C. The Director may recognize as a contract modification any other written order (including a direction, instruction, interpretation or determination) which has been authorized by the Director and which the Director determines has caused a change in the work, provided the Contractor has given the State timely written notice in the form of an *Initial Notice of Claim* within five days of the State's written order stating the date, circumstances and source of the State's order and why the Contractor regards the order as a change in the work. The Contractor must justify the claim through a submission of an *Analysis and Documentation of Claim* within thirty days of the alleged contract modification.
- D. The Director may also authorize a contract modification where the Contractor encounters a delay caused or approved by the State or where the State has asked the Contractor to perform emergency services which could not await the execution of written authorization from the Director.
- E. If any contract modification under this clause causes an increase or decrease in the Contractor's cost of the time required to perform any part of the work under this contract, the Director shall make an equitable adjustment of the price and/or schedule for the contract. The value of any work by a contract modification or of any claim may be determined by mutual acceptance of a lump sum or of unit prices where none exist in the contract.

- F. Except as provided in this clause, no order, statement or conduct of the State shall be treated as a contract modification or entitle the Contractor to an equitable adjustment.
- G. No request by the Contractor for an equitable adjustment shall be allowed if made after final payment for work under this contract.
- H. Except for emergency services specifically authorized, as such by the NJDEP, no services beyond the contract's requirements for which the Contractor expects additional compensation should be furnished without the written authorization of the Director.
- I. No contract modification or claim by the Contractor will be processed until the State's Contract Modification Proposal and Acceptance Form (DWM-042) has been completed, signed and submitted by the Contractor.

8.8 CONTRACT MODIFICATIONS FOR EQUIPMENT, MATERIALS AND SERVICES - 10% MARKUP

The NJDEP will pay the Contractor the full cost of equipment, materials and services purchased by a contract modification. In addition, NJDEP will pay the Contractor a markup of 10% of these costs. Contract modification payments are subject to the following rules:

- 1. A formal contract modification will not be required if the item being purchased can be purchased under the General Allowance Purchases provisions;
- 2. Contract modifications are subject to the conditions noted in Section 8.8 – Contract Modifications;
- 3. All contract modifications require the Contractor to obtain at least 3 written quotes from potential vendors (Copies of telefaxed quotes are accepted). Delivery of materials and equipment shall be included in the bids;
- 4. All contract modifications require the Contractor to prepare and submit NJDEP's Contract Modification Proposal and Acceptance Form (DWM-042 and/or DWM-043 shown in and attach to those forms the 3 written quotes;
- 5. Once submitted, the Contract Modification Proposal and Acceptance Form (DWM-042) must be approved (signed) by an Assistant Commissioner in NJDEP and by the Deputy Director, Division of Purchase and Property in the New Jersey Department of the Treasury. Following approval of the contract modification, NJDEP will issue a Purchase Order for the work. In a normal contract modification process, work may proceed after the Purchase Order is issued;
- 6. The NJDEP may request from the Director of the Division of Purchase and Property in the Department of the Treasury, or her designee, an emergency authorization to proceed with the contract modification work. If approved, the Contractor will receive notice from the Department of the Treasury, Division of Purchase and Property. However, the Contractor may not submit a payment voucher for emergency contract modification work so authorized until the Contract Modification Proposal and Acceptance Form (DWM-042) is submitted, approved by NJDEP and the Director in the Division of Purchase and Property and a Purchase Order is issued; and
- 7. The 10% markup the Contractor is allowed for the purchase of equipment, materials and services purchased under a contract modification covers all the Contractor's costs for obtaining written quotes, completing the Contract Modification Proposal and Acceptance Form and delays in payment waiting for approval. The Contractor may not charge the State any additional costs for procuring items under this clause beyond the 10% markup.

8.9 ELECTRONIC SUBMISSIONS OF PAYMENT VOUCHERS AND BACKUP DOCUMENTATION

Reference Appendix B.

8.10 GENERAL ALLOWANCE PURCHASES FOR NON-SCHEDULED ITEMS

When general repairs are needed, the NJDEP Representative may add to the cost estimate a general allowance for equipment, materials or services that are required for the work but for which there are no line

items in the Price Schedule. The general allowance amount estimated can be as much as 25% of the total line item cost for the engagement, and up to the maximum amount of \$25,000 per purchase order. General allowance purchases are subject to the requirements established in this section.

The Contractor shall procure pricing and bids, when required, for general allowance purchases. Professional services and purchases costing more than \$25,000 may not be procured through the general allowance and require a contract modification in accordance with Sections 8.8 and 8.9. Pass-through costs per Section 8.13 are excluded from the general allowance budget and are not subject to the procedures set forth in this section. The general allowance cannot be used for the purchase of electronic equipment, such as cameras or computers.

For purchases equal to or less than \$500.00, competitive price competition is not required; however, the Contractor must prepare a written Purchase Approval Memorandum (PAM) itemizing the cost of the purchase. The PAM must be signed and certified by the Contractor and submitted to the NJDEP Representative for review. The Contractor must include the certified PAM with its payment voucher and must document the costs with appropriate receipts or invoices for the purchase.

For purchases costing \$500.01 to \$17,500.00, the Contractor must solicit telephone, internet, e-mail, signed telefax, or written price quotations from a minimum of three sources and must purchase the item from the lowest priced vendor. The Contractor must prepare a written PAM identifying the lowest priced vendor and costs and must attach a written summary of all of the price quotations to the PAM. The PAM must be signed and certified by the Contractor and submitted to the NJDEP Representative for review before purchasing the item. The Contractor's payment voucher must include the certified PAM, price summary sheet, and appropriate receipts or vendor invoices.

For purchases costing \$17,500.01 to \$25,000.00, the Contractors must solicit a minimum of three sealed, written price quotations on company letterhead and purchase the item from the lowest priced vendor. Telefaxed and e-mailed bids bearing time and date stamps are acceptable. The Contractor must prepare a written PAM identifying the lowest priced vendor and costs and must attach the bids received to the PAM. The PAM must be signed and certified by the Contractor and submitted to the NJDEP Representative for review before purchasing the item. The Contractor's payment voucher must include the certified PAM, received bids, and appropriate receipts or vendor invoices.

The Contractor shall itemize all costs for the non-scheduled items on the PAM. Costs that were not approved by the State as part of the original PAM are ineligible for payment by the State. Cost components that are often overlooked by the Contractor include sales tax, shipping and handling, freight, and fuel surcharges. The Contractor is entitled to a 10% mark-up on general allowance purchases. This mark-up is not required to be identified by the Contractor on the PAM.

The Contractor may offer to provide at cost materials, equipment, or services for which there are no unit prices in the Price Schedule. If the Contractor can show that its price for these items is less than the cost quoted by other vendors under the general allowance procedure, the State will pay the Contractor its cost without markup for the non-contract materials, equipment, or services. A percent markup will not be allowed for non-contract items provided directly by the Contractor.

8.11 PASS-THROUGH COSTS

Pass-through costs are costs billed by the Contractor to the State without mark-up. Pass-through costs include permit costs and fees from any State, county or local government. The Contractor will be paid separately for his effort to obtain permits as specified in the Scope of Work. The NJDEP Representative will include a pass-through cost allowance in the engagement budget, if necessary. If the budgeted pass-through cost allowance is overdrawn in an engagement, the NJDEP Representative may pay for these costs using unexpended funds budgeted in the engagement for contract line items.

8.12 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the jurisdiction where the work takes place.

The State is exempt from New Jersey sales or use taxes and federal excise taxes and will not reimburse the Contractor for taxes for which the State is exempt. The State's federal excise tax number is 22-75-0050K. In general, the State is exempt from New Jersey sales or use taxes only in those instances where the property to which the site-specific engagement applies is owned by the State. There may be exceptions to this based on the project-specific circumstances. For bidding purposes, bidders should assume that they will be responsible for paying sales and use taxes.

8.13 CONTRACT PRICE SCHEDULE

This Section describes the measurement of and payment for the work to be performed under the respective line items included in the Price Schedule. Each line item encompasses all of the work specified in the Scope of Work Section 3.0 *et seq.* The bid prices on the Price Schedule are for non-emergency services. The bid quantities are estimated, and the actual quantities used may be greater than or less than the estimated bid quantities. Payment will be based on the actual quantities approved by the NJDEP Representative. No additional compensation shall be payable due to an underrun in bid quantities.

The Contract Price Schedule includes 28 line items. The following section describes the measurement of and payment for the work to be performed under the respective line items.

A. Line Items 1 and 2 – Grass Mowing

1. Line Item 1 compensates the Contractor for mowing when the area to be mowed is greater than two acres. It is an all-inclusive line item that is full compensation for labor, equipment, materials, consumables such as fuel and oil, mobilization, demobilization, equipment maintenance and repairs, and overhead and profit. Payment shall be calculated per acre satisfactorily mowed.
2. Line Item 2 compensates the Contractor for mowing when the area to be mowed is two acres or less. It is an all-inclusive line item that is full compensation for labor, equipment, materials, consumables such as fuel and oil, mobilization, demobilization, equipment maintenance and repairs, and overhead and profit. Payment shall be calculated on an hourly basis for each area satisfactorily mowed.

B. Line Items 3 Through 7 – Labor

1. Line Item 3 compensates the Contractor on a daily basis for a Supervisor, who is the Contractor's representative on site with responsibility for project management. A supervisor is not required when a foreman is present.
2. Line Item 4 compensates the Contractor on a daily basis for a foreman, who is the Contractor's on-site crew supervisor.
3. Line Item 5 compensates the Contractor on a daily basis for a heavy equipment operator who will operate heavy equipment such as loaders and backhoes.
4. Line Item 6 compensates the Contractor on a daily basis for a laborer with hand tools. A laborer will do hand work and will operate the stake body truck, pickup trucks, snowplows, snow blowers, brush cutters, weed whackers, chain saws, and wood chippers. Hand tools included in this line item are chain saws, string or blade trimmers, shovels, snow shovels, and rakes. Consumables including, but not limited to, fuel, oil, weed whacking string and blades, and chain replacement or sharpening, are also compensated by this line item.
5. Line Item 7 compensates the Contractor on a daily basis for a truck driver who will operate dump trucks.
6. Payment for labor shall be in accordance with the daily rates bid by the Contractor for each labor category on the Price Schedule. The Contractor shall bid all-inclusive daily rates to cover all expenses related to the Contract including, but not limited to, ancillary minor equipment, field report preparation, salaries, fringe benefits, profit or fee, overhead, general and administrative expenses, office expenses, and travel expenses. Ancillary minor equipment includes gloves, boots, work suits, hand-held equipment, hand tools, safety equipment, and labor support equipment.

7. The daily rates shall include Level D personnel protective equipment.
8. The Contractor has specific administrative responsibilities under this Contract. Labor hours expended fulfilling these responsibilities are not directly billable to the State. For example, the Contractor is not permitted to bill for administrative support personnel, billing clerks, or home office personnel that may be working on or supporting this Contract. Additionally, the Contractor is not permitted to bill for its costs associated with attending the initial site inspection for an engagement. The Contractor shall factor these administrative costs into its bid.
9. There will be no payment for the mobilization or demobilization of personnel to and from the sites. Labor rates include the cost of vehicles and fuel needed to transport labor to a site. Vehicles brought to a site exclusively for the purpose of transporting labor but not specifically requested by the NJDEP Representative will not be considered eligible for separate payment.
10. Subcontractor labor shall be paid in accordance with the daily rate bid by the Contractor for the respective labor category. No mark-up may be applied to subcontractor labor costs.
11. The labor rates bid by the Contractor are straight-time rates. A normal day shift is typically eight hours worked between Monday and Friday. Work beyond the normal eight hour day may be permitted but will not be compensated at a higher rate. Similarly, work on Saturdays, Sundays or State or Federal holidays may be permitted, but will not be compensated at a higher rate. Work outside of the normal 8 hour workday must be approved in advance by the NJDEP Representative.
12. The Contractor and the NJDEP Representative will agree on the beginning and ending times for a day shift for each person on site as part of the engagement.
13. Any meal time taken by labor will not be compensated by the State.
14. A normal workday for labor is 8 hours. If labor specified on the Price Schedule works less than 8 hours on a normal workday, the daily rate will be prorated based on the actual number of hours worked.
15. When performing site work, a person may work under multiple Contract labor categories during a given day. When this occurs, the worker will be paid for all of the hours worked that day at the highest applicable labor rate.
16. The Contractor shall only invoice for personnel whose services are applied directly to the work called for in the Purchase Order and who are accepted by the NJDEP Representative. The Contractor shall maintain time and labor distribution records for all employees who work under the Contract. These records must document time worked and work performed by each individual on all Purchase Orders.
17. Personnel time vouched shall be only that time expended in a productive effort as specifically ordered by individual Purchase Orders. Time spent in travel shall not be an allowable direct charge to the Contract.
18. Labor time is billable in half hour increments. If labor works less than fifteen minutes, then this time shall not be billable. If labor works fifteen minutes or more but less than forty-five minutes, the time shall be billed as one half hour. If labor works between forty-five minutes and one hour, the time shall be billed as one hour.
19. When full work days are lost due to inclement weather, the State will not pay for labor. However, when the State requests that the Contractor show up at the site and then cancels work for the day, the State shall pay the Contractor a minimum of two hours for all labor requested and present for that day.

C. Line Items 8 Through 28– Equipment and Trucks

1. Payment for equipment and trucks shall be in accordance with the daily unit rates bid by the Contractor for each line item on the Price Schedule.
2. If equipment is specified by make and model in the Price Schedule, then the Contractor's bid price shall reflect the provision of the specified make and model or an approved equivalent machine.
3. The unit rate bid by the Contractor shall be full compensation for equipment or truck usage, fuel, oil and grease, replacement parts, maintenance, repair, overhead and profit.

4. The unit rate bid by the Contractor shall exclude the labor needed to operate the equipment or trucks. Labor will be paid separately at the applicable daily rate specified in the Price Schedule.
5. Where included in the Price Schedule, the Contractor shall be paid a one-time combined mobilization and demobilization unit rate for the specified equipment or truck. The Contractor may submit an invoice for payment when the item is mobilized. If the NJDEP Representative states that the equipment or truck is no longer needed on site and the Contractor removes the item from the site, then the Contractor shall be entitled to a second mobilization charge should the NJDEP Representative request that item again. If the NJDEP Representative states that the equipment or truck is no longer needed on site but the Contractor does not remove it from the site, then the Contractor shall not be entitled to a second mobilization charge if the NJDEP Representative requests the use of the item a second time. If the NJDEP Representative requests an item to be on site and then determines that there will be a gap of time it will not be needed, then the NJDEP Representative may either request that the item remain on site at the applicable unit rate or may order the Contractor to remove it and remobilize it at a later date, whichever is most cost-effective to the State.
6. Equipment and trucks shall be available for work twenty-four hours per day and may be operated for up to eight hours during that day. If equipment or trucks are operated for more than eight hours per day, the excess time shall be payable on a prorated basis. For example, if equipment is operated for ten hours in one day, the Contractor will be paid 1.25 times the daily rate for the equipment.
7. When equipment is utilized on site for parts of the day or week, the Contractor shall be paid the full daily rate for the equipment unless the equipment is inoperable due to breakdown or cannot work due to maintenance or repair. This also applies to trucks. For an inoperable item that is compensated by a daily unit rate, the Contractor will be paid one eighth of the daily rate per hour of useable work which was performed with that equipment. The State will not pay for any labor time spent maintaining, repairing, or replacing equipment.
8. When a full work day is lost due to inclement weather, the State will pay the Contractor the daily operating rate for equipment that is on site at the request of the NJDEP Representative and that has a mobilization / demobilization price on the Price Schedule. No payment will be made for equipment that has no mobilization / demobilization unit price unless that equipment was operating during that day.
9. There are no equipment standby rates. Equipment will be paid operating rates from the moment it arrives on site to the moment that the NJDEP Representative directs equipment to be demobilized. This excludes weekends and the holidays where there is no work and equipment is left on site unused.
10. If the Contractor delivers equipment to the site other than that specified in the RFP or requested by the NJDEP Representative, the State may refuse to pay for the alternate equipment if such equipment does not perform the work in the time or fashion as the originally requested equipment. If the alternate equipment is listed on the Price Schedule at a lower price than the equipment originally requested, the State shall pay the lower price. If the alternate equipment is listed on the Price Schedule at a higher price than the originally requested equipment, then the State will pay the rate as shown for the originally requested equipment. If the alternate equipment is not listed on the Price Schedule, then the State shall have the option of issuing a contract modification for the equipment or paying the price for the originally requested equipment, whichever costs less.
11. The Contractor must provide equipment and trucks for site use in a timely manner. The Contractor is not entitled to personnel reimbursement or equipment standby payment when equipment or truck mobilization is delayed.
12. The Contractor shall have available all ancillary items, such as tape, ladders, shovels, rakes, survey stakes, buckets, safety cones, etc. on site to assist with the work. In addition, the Contractor shall also provide and deliver to the site all the basic hand tools and power tools that are included in the laborer line item.

8.14 FINAL PAYMENT AND RELEASE OF CLAIMS

Upon satisfactory project completion, the contractor shall as a condition before final payment or as a termination settlement under this contract, execute and deliver to the State a release of all claims against the State of New Jersey arising under or by virtue of this contract except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this RFP or by New Jersey law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver or the State's claims against the contractor or his sureties under this contract or the State's right to continue performance of the contractor's obligations pursuant to the contract. The contractor shall also submit an affidavit and certification that all debts incurred under the contract have been duly paid.

From [Insert Company Name]

Name

Title

Company Name

1. I have the authority to make this affidavit on behalf of *[Insert Company Name]*.
2. *[Insert Company Name]* has satisfied its monetary obligations to each and every subcontractor regarding the following contracts and site-specific engagements for *[Insert Site Name]*, State of New Jersey Purchase Order Number *[Insert Purchase Order Number]*.

Signature

Signature

Title

State of _____

County of _____

Sworn to and subscribed before me this

_____ day of _____ 20____

Signature of Notary Public

My Commission Expires

CERTIFICATION

REGARDING THE [Insert Company Name]

RELEASE OF ALL CLAIMS AGAINST THE STATE OF NEW JERSEY

I, _____, the _____ of _____

_____ hereby aver as follows:
Company Name

1. The *[Insert Company Name]* hereby covenants that it will not make or maintain any claims, suits or demands against the State of New Jersey, or its' Departments or employees, regarding the following contract and site-specific engagements for *[Insert Site Name]*, State of New Jersey Purchase Order Number *[Insert Purchase Order Number]*.

BY: _____
Signature

Title

State of _____

County of _____

Sworn to and subscribed before me this

_____ day of _____ 20____

Signature of Notary Public

My Commission Expires

ATTACHMENT #1

STATE MANDATORY HAZARDOUS WASTE SITE INSPECTION ATTENDANCE/LIABILITY RELEASE FORM

NJDEP GROUNDS MAINTENANCE TERM CONTRACT SOLICITATION 13-X-22773

A. As a condition of entrance to the site, each visitor must execute this release holding the State harmless for personal or other injuries and/or damages which may occur during the course of the site visit. Bidders will not be granted access to the site unless this release is executed. Each visitor must present a completed copy of this form at the time of the site inspection. Submission of this form will serve both as a release of liability and as proof of attendance.

B. The undersigned acknowledges and agrees to the following:

The State of New Jersey advises all prospective bidders and other persons that it is without complete knowledge of the content and nature of the substances on site, or in the soil and air on site and that it is without knowledge of the nature or degree of the hazards which might arise therefrom. The State of New Jersey further advises that it has given the site a **D hazard rating** pursuant to applicable federal standards for the purpose of this inspection. Any persons who enter upon the site, examine the site, or conduct any activity on or in the vicinity of the site do so at their own risk. The State of New Jersey assumes no liability whatsoever for any damage, loss or injury of any kind arising in anyway form such entry upon examination of or activity on or in the vicinity of the site by any person or persons.

Prospective bidders and any other persons agree that, if given permission to enter upon and examine the site for the purpose of this RFP or IFB, they shall be solely responsible for and shall keep, save, and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of loss of life, property, or injury or damage to the person, body or property of any person, agency or corporation, which shall arise from or result directly or indirectly from said entry upon, inspection of, or activity upon or in the vicinity of the site, pursuant to this RFP or IFB.

C. Every Visitor to the site must represent a prospective bidder for this RFP or IFB as explained below

1. Name of Prospective Bidder:

2. Address of Prospective Bidder:

3. Visitor's Name:

4. Visitor's relationship/position with prospective bidder: _____

D. Signature below will certify that the visitor is authorized to enter and examine the site on behalf of the above named prospective bidder and his/her understanding and acceptance of the liability release.

Signature: _____

Date: _____

NJDEP- Site Remediation Program

Appendix A

USEPA & NJDEP Blended “Fair Share” Goals Requirements

Requirements and Quarterly Reporting Forms

For

Federally Funded Disadvantage Business Enterprise

State Funded Small Business Enterprise

Site Remediation Program
Financial Services Element
Effective April 2012

Department of Environmental Protection

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

**Site Remediation Program
Financial Services Element
401 East State Street – 6th Floor
Mail Code 401-061
PO Box 420
Trenton, New Jersey 08625-0420
Phone: (609) 777-0101
Fax: (609) 292-4401**

TO: SRP Contract Awardees
Subject: Federally Funded Contracts Requiring Disadvantage Business Enterprise Reporting Requirements

Date: Effective April 2012

The United States Environmental Protection Agency (USEPA) and the New Jersey Department of Environmental Protection has agreed to blended "Fair Share" Goals as are effective as of October 1, 2009. These goals are in effective for three years through September 30, 2012. When the new goals are established in September 2012, you will be provided with the goals and will be effective for the contract upon date of issuance.

The USEPA policy requires that all recipients of USEPA financial assistance through grants and cooperative agreements attempt to award a portion of the subagreements to small, minority and women-owned business designated as Disadvantage Business Enterprise (DBE) by establishing "Fair Share Goals". This policy applies to all subagreements for equipment, supplies, construction and services under all EPA Grants, cooperative agreements and Interagency Agreements (IGAs). As per Contract Section 6.1.2 EPA REQUIREMENTS, you are required to demonstrate compliance with meeting these mandated "Fair Share" Goals.

The blended goals are as follows:

Construction - Minority	5.3 %
Women	12.6 %
Procurement- Minority	1.1 %
Women	3.4%

Thank you for your cooperation in this matter. If you have any questions, please contact this office or your State Contract Manager.

Very truly yours,

Frank Pinto, Assistant Director
Financial Services Element

FEDERALLY FUNDED CONTRACTS REQUIRING DISADVANTAGED BUSINESS ENTERPRISES REPORTING REQUIREMENTS

The contract or site that your firm is bidding on or will be working on is a Federally funded site and requires compliance with the Mandated "Fair Share Goals". The Contractor is required to demonstrate compliance with meeting these mandated "Fair Share" Goals. The "Fair Share Goals" states "The bidder understands that work under this Contract may now or in the future be funded in whole or in part by the United States Environmental Protection Agency (USEPA) pursuant to an assistance agreement with the State. As such, the bidder agrees that its responsibilities hereunder shall be performed consistent with any USEPA requirements for work funded by the USEPA and that all applicable USEPA standards of performance for work of this type are hereby incorporated by reference."

The USEPA policy requires that all recipients of USEPA financial assistance through grants and cooperative agreements attempt to award a portion of the subagreements to small, minority and women-owned businesses by establishing "Fair Share Goals". This policy applies to all subagreements for equipment, supplies, construction and services under all USEPA Grants, cooperative agreements and Interagency Agreements (IGAs). Information on the USEPA DBE program is located on the United States Environmental Protection Agency's Office of Small Business Programs website at <http://www.epa.gov/osdbu/grants.htm>.

The USEPA has provided the following definitions on the MBE/WBE Certification Fact Sheet defining the three major acronyms used in the program.

Disadvantaged Business Enterprises (DBEs) are entities owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;

- a Small Business Enterprise (SBE);
- a Small Business in a Rural Area (SBRA);
- a Labor Surplus Area Firm (LSAF); or
- a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

Women's Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by women (under the 10% and 8% statutes).

The Disadvantaged Business Enterprises (DBEs) program includes the Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) as an integral part of the DBE program. The acronym "DBE" shall be used to designate the entire program.

The NJDEP through the Office of Equal Opportunity and Public Contract Assistance (OEOPCA) has negotiated a "Fair Share Agreement" with the USEPA that went into effect on October 1, 2009 and is effective till September 30, 2012. After September 30, 2012, upon completion of the negotiations with USEPA, the NJDEP OEOPCA office will provide the new goals to NJDEP SRP. NJDEP-SRP will provide these goals to the contractor and the contractor will be required to comply with the blended goals. The current blended goals are as follows:

Construction - Minority	5.3 %
Women	12.6 %
Procurement- Minority	1.1 %
Women	3.4%

Please be advised that all DBE certificates have an expiration date. The use of DBEs with expired certificates will not be accepted by the State Government or the Federal Government for compliance with "Fair Share" goal requirements. It is the responsibility of the contractor to check the expiration of the certificate prior to giving any work to the subcontractor. The contractor is required to obtain a written copy of the certificate prior to offering the DBE work.

Penalties for Failing to Comply with the Regulations

The contractor must make an attempt to meet the "Fair Share Goals" established by the Agreement. There is no penalty for not achieving the Goal. However, the contractor will be penalized if they fail to document the efforts to solicit and utilize DBEs for the project. Failure to document the effort to meet the "Fair Share Goals" and submit the reports to the NJDEP State Contract Manager by the required due dates can lead to withholding of payments to the Contractor.

If the Contractor fails to submit the quarterly reports on time, a letter shall be sent to the Contractor by the State Contract Manager advising the Contractor of the failure to deliver the report. If after thirty days of the date of the letter, the Contractor has not complied with the requirements, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are submitted and determined to be acceptable by the Department.

If the Contractor fails to deliver reports that comply with the requirements of the contract and the reporting requirements, the State Contract Manager shall advise the Contractor in writing of the problems and the Contractor shall resubmit the revised reports within thirty days. If the revised reports are not submitted, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are submitted and determined to be acceptable by the Department.

If the resubmittals are determined to be unacceptable by the Department, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are revised and determined to be acceptable by the Department.

Project and Contract Applicability

For a RFP or contract that is issued for one site, only one DBE Utilization Plan and associated quarterly reports are to be issued.

For a RFP or contract that is considered a term contract that is used for multiple sites, each site requires a DBE Utilization Plan and the associated quarterly reports. The Contractor is not allowed to issue Utilization Plans or quarterly reports that cover more than one site.

The bidders are advised that all contract lines, except for ones that specify the use of contractor personnel and contractor owned heavy equipment or instruments, are subject to the DBE requirements. Therefore, all other services, supplies, equipment and materials including but not limited to the following expendable supplies, expendable equipment, materials, construction materials, temporary buildings or structures, office trailers, and services (not supplied by the contractor by contractor employees) etc, are subject to DBE compliance. The bidder must take in consideration in their development of their cost proposal that the Federal DBE requirements must be met.

Bidders **are not required** to supply their compliance with these detailed DBE requirements in the bid submission. The bidders are only required to submit the generic requirements as required by Section of the RFP _____. Only the awardee(s) **are required** to submit this detailed DBE information.

If after award, the contractor determines that for contract lines identified as utilizing contractor personnel or contractor owned equipment, then proposes to use a subcontractor for personnel or equipment, they are subject to DBE requirements.

If a bidder is awarded a contract and they need to purchase new equipment or instruments to meet the requirements of this RFP, they are subject to DBE requirements on the purchases.

Only the awardee(s) are required to document all efforts to utilize DBEs for each line item for which they are awarded. The contractor is strongly encouraged to breakdown large procurements into smaller units, where practical, to encourage the bidding of DBE subcontractors. For each line item and or procurement, including purchases under \$1000.00, the contractor is required to document the effort to obtain a bid from a DBE. Supportive documentation includes, but is not limited to, telephone quotations, letters sent out to prospective bidders for work, advertising in widely read newspapers in the State and nearby states that provide coverage in NJ, etc. Webpage search results from each of the designated agencies are also part of the supportive documentation requirements. The webpage searches will list possible eligible DBEs for the contractor to contact in the attempt to meet the "Fair Share Goals".

Upon award of the contract, the contractor in the post award submittal of their DBE Utilization Plan must detail their search for qualified DBEs for each of the contract line items that have been awarded to their firm. The contractor must clearly identify for each line item if a DBE was found or not found. If a DBE is eligible for the line item, the contractor must identify if the DBE is going to be used for that particular line. If the cost of using a DBE is not being used, the reason for the non-using a DBE, this must be explained and supportive documentation provided.

This documentation is required to be submitted quarterly with the associated invoices that are submitted to the state for payment. If the invoices for the work conducted by the DBE are submitted in different quarterly time periods, the documentation must be submitted for each quarterly report.

The NJDEP Office of Equal Opportunity and Public Contract Assistance (OEOPCA) is responsible for the review and approval of this plan.

All the required documentation for the DBE usage must be reported in the quarterly report.

Change Orders and Allowance Purchases

If during the course of the work it is determined that an allowance purchase is to be made by the contractor (if such an allowance provision is in the contract) or a change order is required, the DBE Utilization Plan must be revised and approved, and DBE requirements must be met prior to the implementation of the applicable site work.

This requirement applies to all change orders issued and all allowance purchases made under this contract. This includes, but is not limited to, transportation and disposal activities, work activities not covered by the contract, materials and supplies that will be used on the project, etc., that were not a contract line item. The contractor is required to have all documentation prior to submitting the cost estimate to the state for the change order. For anticipated allowance purchases under this contract, the contractor is again required to have all documentation prior to making such purchases.

DBE Utilization Plan Procedures (Both Types)

For each project that is initiated with Federal monies, a detailed post award DBE Utilization Plan is required. The Utilization Plan must document the procedures that shall be used to comply with the Federal requirements, and specifically define the procedures that shall be used by the Contractor to find qualified certified DBEs. The contractor must identify all their sources used to locate qualified DBEs. The contractor is required to obtain a valid DBE Certificate prior to awarding a subcontractor any work.

The draft DBE Utilization Plan is to be submitted electronically to the NJDEP State Contract Manager for submittal to the NJDEP OEOPCA for review and approval.

The Plan must clearly state the name of the contract, contract number (begins with "A") contractor name, funding source, program issuing the contract and NJDEP State Contract Manager. The plan must document how the contractor is conducting the searches (see above section) and provide detailed information of the DBE searches.

Upon approval of the draft plan by OEOPCA, the contractor is required to submit a hardcopy original and three (3) copies of the Site Specific Utilization Plan to the NJDEP State Contract Manager within thirty (30) days of plan approval. The plan must be signed by the Contractor's Contract Manager and their designated Federal Compliance Officer for DBE. These hard copy documents must be submitted to the NJDEP State Contract Manager for submittal to the OEOPCA for final approval prior to the initiation of any work at the site.

Any revisions to the DBE Utilization Plan must be submitted electronically to the NJDEP State Contract Manager and must meet the same reporting requirements as the Original Plan. The revised plan will be reviewed and approved by OEOPCA. Upon approval of the OEOPCA, the hardcopy documents (original and three copies) must be submitted within thirty days or with the next quarterly report that is due to the State (which ever is sooner).

Quarterly Report Submittal Information

The NJDEP State Contract Manager is the point of contact for the submittal of all DBE Utilization Plans and quarterly reports. The Contractor is required to submit the quarterly reports to the NJDEP State Contract Manager by the 10th of each month following the end of the calendar quarter. Reports are due to the State Contact Manager by January 10, April 10, July 10, and October 10. If the 10th day falls on the weekend the report is due the Monday following the 10th day of that month.

Quarterly Reports Due Dates

<u>Reporting Period</u>	<u>Due Date</u>
January 1 – March 31	April 10
April 1- June 30	July 10
July 1 – September 30	October 10
October 1- December 31	January 10

To comply with these Federal requirements, the contractor shall implement the following procedures for each project's quarterly report:

1. All reports are due in Hardcopy format. The original report and three (3) complete copies must be provided. A complete report consists of the reporting form and all supporting documentation. If any part of the report is missing, the report is considered incomplete and must be resubmitted.
2. This report cannot be revised without the approval of the NJDEP Office of Equal Opportunity and Public Contract Assistance and the NJDEP Site Remediation Program, Financial Services Element.
3. Each project must be submitted individually on their own form and with its own supporting documentation. Submittal of multiple sites on one report will result in rejection of the report.
4. Separate reports are required for each quarterly reporting time period. Each report must cover only a three month (quarterly time period). Submittal of multiple quarters in a report will result in reject of the report.
5. The SRP Federal Disadvantaged Business Enterprises Reporting Form must be used for each project. This form is provided as an enclosure to this document.
6. For each project, the quarterly report submittal must cover all the invoices that are paid by the state during that quarter. For example, if your company works on the project in June 2010 and does not

submit invoices for payment to the State until November 2010 and they are paid prior to December 31st, the submittal for the site is due to the State in January 2011. If they are paid after December 31st and prior to March 31st they are due in next report.

7. All written documentation supporting the search for DBEs for this site for each invoice paid in that quarter must be submitted in the quarterly report. If the contractor cannot find a qualified DBE, the contractor must document all their efforts to find a qualified contractor, including where they searched to find a contractor, the methods of searching and the time period for which the search was conducted.
8. The invoices and purchase orders for each DBE listed in the quarterly report must be included as part of the written documentation. If the invoices paid for the work conducted by the DBE are submitted in different quarterly time periods, the documentation must be submitted for each quarterly report.
9. Copy of each DBEs current certificate are required for each invoice a DBE is used.
10. The quarterly report is due even if there is are invoices paid submitted for that reporting period.

Penalties for failing to Comply with the Regulations

The contractor **must** make an attempt to meet the “Fair Share Goals” established by the Agreement. There is no penalty for not achieving the Goal. However, the contractor will be penalized if they fail to make the aforementioned effort and document the efforts to solicit and utilize DBEs for the project. Failure to document the effort to meet the “Fair Share Goals” and submit the reports to the NJDEP State Contract Manager by the required due dates can lead to withholding of payments to the Contractor.

Locating Eligible Contractors

To facilitate the search for a qualifying DBE subcontractor, below are links to assist you in locating potential eligible contractors. These links were supplied by the NJDEP Office of Equal Opportunity and Public Contract Assistance (OEOPCA).

New Jersey Transit

<http://www.bipincwebapps.com/njt/biznet/>

New Jersey Department of Transportation

<http://www.nj.gov/transportation/business/civilrights/pdf/directory.pdf>

New Jersey Department of Commerce

https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

The Port Authority of New York and New Jersey

<http://www.panynj.gov/>

This link is directly from the USEPA website.

United States Environmental Protection Agency Small Business Program-Disadvantage Business Program

<http://www.epa.gov/osbp>

This link is from the “State of New Jersey Business Portal One Stop Shop for Business for Services and Information” . The New Jersey Selective Assistance Vendor Information Database (NJSAVI database) that identifies businesses that are registered as a SBE and or certified M/WBE. These businesses

may also be registered DBE under the Federal Program. There is a description of the database on the webpage.

<http://www.state.nj.us/njbusiness/contracting/services/>

In addition, the NJDEP OEOPCA has offered to assist contractors in locating potential DBEs. The OEOPCA can be reached at (609) 984 -9742.

SRP- OEOPCA Federal Disadvantaged Business Enterprises Quarterly Reporting Form

SRP in conjunction with the NJDEP Office of Equal Opportunity and Public Contract Assistance has developed a Program specific Quarterly Reporting Form for the reporting of this information. The form can be sent electronically to your company.

STATE FUNDED CONTRACTS REQUIRING SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS AND NJDEP SBE UTILIZATION PLAN REQUIREMENTS

The contract or site that your firm is bidding on or will be working on is a State funded site and requires the of subcontractors and purchases of equipment, supplies, construction and services. An integral part of these requirements is attempting to meet the Small Business Enterprise targets established by the State of New Jersey. Currently the small business enterprise targets are set pursuant to NJAC 17:13-4 and Executive Order 71. Each contractor who uses subcontractors and makes purchases of equipment, supplies, construction and services are required to make a "Good Faith Effort" to meet the set-aside subcontracting targets. The target of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey based, small Businesses as per the New Jersey Small Business Set Aside Program. The State of New Jersey has a web site on small businesses certification and the program's requirements in the "State of New Jersey Business Portal One Stop Shop for Business for Services and Information" at <http://www.state.nj.us/njbusiness/contracting/services>.

A small business is defined as follows:

- Is independently owned and operated
- Is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has one-hundred(100) or fewer employees
- Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I)
 2. \$500,001 to \$5,000,000 (Category II)
 3. \$5,000,001 to \$12,000,000 (Category III) or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher.

The current set aside small business subcontracting goals are as follows:

- A minimum of five (5) percent awarded to each of the three categories listed above.
- The remaining ten (10) percent spread across the three categories listed above.

Please be advised that all SBE certificates have an expiration date. The use of SBE Contractors with expired certificates will not be accepted by the State for compliance with "Good Faith Efforts" requirements. It is the

responsibility of the contractor to check the expiration of the certificate prior to giving any work to the subcontractor. The contractor is required to obtain a written copy of the certificate prior to offering the SBE work.

Penalties for Failing to Comply with the Regulations

The contractor must make an attempt to meet the “Good Faith Effort” Goals established by the Agreement. There is no penalty for not achieving the Goal. However, the contractor will be penalized if they fail to document the efforts to solicit and utilize SBEs for the project. Failure to document the effort to meet the “Good Faith Effort” Goals and submit the reports to the NJDEP State Contract Manager by the required due dates can lead to withholding of payments to the Contractor.

If the Contractor fails to submit the quarterly reports on time, a letter shall be sent to the Contractor by the State Contract Manager advising the Contractor of the failure to deliver the report. If after thirty days of the date of the letter, the Contractor has not complied with the requirements, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are submitted determined to be acceptable by the Department.

If the Contractor fails to deliver reports that comply with the requirements of the contract and the reporting requirements, the State Contract Manager shall advise the Contractor in writing of the problems and the Contractor shall resubmit the revised reports within thirty days. If the revised reports are not submitted, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are submitted and determined to be acceptable by the Department.

If the resubmittals are determined to be unacceptable by the Department, payment on all invoices submitted by the contractor for the affected contract will be held until all the required reports are revised and determined to be acceptable by the Department

Project and Contract Applicability

For a RFP or contract that is issued for a one site, only one SBE Utilization Plan and associated quarterly reports are to be issued.

For a RFP or contract that is considered a term contract that is used for multiple sites, each site requires a SBE Utilization Plan and the associated quarterly reports. The Contractor is not allowed to issue Utilization Plans or quarterly reports that cover more than one site.

The bidders are advised that all contract lines, except for ones that specify the use of contractor personnel and contractor owned heavy equipment or instruments, are subject to the SBE requirements. Therefore, all other services, supplies, equipment and materials including but not limited to the following expendable supplies, expendable equipment, materials, construction materials, temporary buildings or structures, office trailers, and services (not supplied by the contractor by contractor employees) etc, are subject to SBE compliance. The bidder must take in consideration in their development of their cost proposal, that the State SBE requirements must be met.

Bidders **are not required** to supply their compliance with these detailed SBE requirements in the bid submission. The bidders are only required to submit the generic requirements as required by Section of the RFP _____. Only the awardee(s) **are required** to submit this detailed SBE information.

If after award, the contractor determines that for contract lines identified as utilizing contractor personnel or contractor owned equipment, then proposes to use a subcontractor for personnel or equipment, they are subject to DBE requirements.

For all contract line items that are being bid under RFP, the bidders must comply with the State SBE requirements during the procurement and bidding process. These requirements covers all supplies, equipment,

materials, construction and services required under the bid. The bidder must take in consideration in their development of their cost proposal, that the State SBE requirements must be met.

Only the awardee(s) are required to document all efforts to utilize SBEs for each line item for which they are awarded. The contractor is strongly encouraged to breakdown large procurements into smaller units, where practical, to encourage the bidding of SBE subcontractors. For each line item and or procurement, including purchases under \$1000.00, the contractor is required to document the effort to obtain a bid from a SBE. Supportive documentation includes, but is not limited to, telephone quotations, letters sent out to prospective bidders for work, advertising in widely read newspapers in the State and nearby states that provide coverage in NJ, etc. Webpage search results from each of the designated agencies are also part of the supportive documentation requirements. The webpage searches will list possible eligible SBEs for the contractor to contact in the attempt to meet the "Good Faith Goals".

Upon award of the contract, the contractor in the post award submittal of their detailed SBE Utilization Plan must detail their search for qualified SBEs for each of the contract line items that have been awarded to their firm. The contractor must clearly identify for each line item if a SBE was found or not found for each line item. If a SBE is eligible for the line item, the contractor must identify if the SBE is going to be used that particular line. If the cost of using a SBE is not being used the reason for the non-use of a SBE, this must be explained and supportive documentation provided.

In addition, this documentation is required to be submitted quarterly with the associated invoices that are submitted to the state for payment. If the invoices for the work conducted by the SBE are submitted in different quarterly time periods, the documentation must be submitted for each quarterly report.

The NJDEP Office of Equal Opportunity and Public Contract Assistance (OEOPCA) is responsible for the review and approval of this plan.

All the required documentation for the SBE usage must be reported in the quarterly report.

Change Orders and Allowance Purchases

If during the course of the work it is determined that an allowance purchase is to be made by the contractor (if such an allowance provision is in the contract or a change order is required, the SBE Utilization Plan must be revised and approved, and SBE requirements must be met prior to the implementation of the applicable site work.

This requirement applies to all change orders issued and all allowance purchases made under this contract. This includes, but is not limited to, transportation and disposal activities, work activities not covered by the contract, materials and supplies that will be used on the project, etc., that were not a contract line item. The contractor is required to have all this documentation prior to submitting the cost estimate to the state for the change order. For anticipated allowance purchases under this contract, the contractor is again required to have all documentation prior to making such purchases.

SBE Utilization Plan Procedures (Both Types)

For each project that is initiated with State monies, a detailed post award SBE Utilization Plan is required. The Utilization Plan must document the procedures that shall be used to comply with the State requirements, and specifically define the procedures that shall be used by the Contractor to find qualified certified SBEs. The contractor must identify all their sources used to locate qualified SBEs. The contractor is required to obtain a valid SBE Certificate prior to awarding the subcontractor any work.

The draft SBE Utilization Plan is to be submitted electronically to the NJDEP State Contract Manager for submittal to the NJDEP OEOPCA for review and approval.

The Plan must clearly stated the name of the contract, contract number (begins with "A") contractor name, funding source, for what program issued the contract and NJDEP State Contract Manager. The plan must document how the contractor is doing the searches (see above section) and provide detailed information of the SBE searches.

Upon approval of the draft plan by OEOPCA, the contractor is required to submit an hardcopy original and three (3) copies of the Site Specific Utilization Plan to the NJDEP State Contract Manager within thirty (30) days of plan approval. The plan must be signed by the Contractor's Contract Manager and their designated State Compliance Officer for SBE. These hard copy documents must be submitted to the NJDEP State Contract Manager for submittal to the OEOPCA for final approval prior to the initiation of any work at the site.

Any revisions to the SBE Utilization Plan must be submitted electronically to the NJDEP State Contract Manager and must meet the same reporting requirements as the Original Plan. The revised plan will be reviewed and approved by OEOPCA. Upon approval of the OEOPCA, the hardcopy documents (original and three copies) must be submitted within thirty days or with the next quarterly report that is due to the State (which ever is sooner).

Quarterly Report Submittal Information

The NJDEP State Contract Manager is the point of contact for the submittal of all SBE Utilization Plans and quarterly reports. The Contractor is required to submit the quarterly reports to the NJDEP State Contract Manager by the 10th of each month following the end of the calendar quarter. Reports are due to the State Contact Manager by January 10, April 10, July 10, and October 10. If the 10th day falls on the weekend the report is due the Monday following the 10th day of that month.

Quarterly Reports Due Dates

<u>Reporting Period</u>	<u>Due Date</u>
January 1 – March 31	April 10
April 1- June 30	July 10
July 1 – September 30	October 10
October 1- December 31	January 10

To comply with these State requirements, the contractor shall implement the following procedures for each project's quarterly report.

1. All reports are due in Hardcopy format. The original report and three (3) complete copies must be provided. A complete report consists of both the reporting form and all supporting documentation. If any part of the report is missing, the report is considered incomplete and must be resubmitted.
2. This report cannot be revised without the approval of the NJDEP Office of Equal Opportunity and Public Contract Assistance and the NJDEP Site Remediation Program, Financial Services Element.
3. Each project must be submitted individually on their own form and with its own supporting documentation. Submittal of multiple sites on one report will result in rejection of the report.
4. Separate reports are required for each quarterly reporting time period. Each report must cover only a three month (quarterly time period). Submittal of multiple quarters in a report will result in reject of the report.
5. The SRP State Disadvantaged Business Enterprises Reporting Form must be used for each project. This form is provided as an enclosure to this document.
6. For each project, the quarterly report submittal must cover all the invoices that are paid by the state during that quarter. For example, if your company works on the project in June 2010 and does not

submit invoices for payment to the State until November 2010 and they are paid prior to December 31st, the submittal for the site is due to the State in January 2011. If they are paid after December 31st and prior to March 31st they are due in next report.

7. All written documentation supporting the search for SBEs for this site for each invoice paid in that quarter must be submitted in the quarterly report. If the contractor cannot find a qualified SBE, the contractor must document all their efforts to find a qualified contractor, including where they searched to find a contractor, the methods of searching and the time period a search was conducted.
8. The invoices and purchase orders for each SBE listed in the quarterly report must be included as part of the written documentation. If the invoices paid for the work conducted by the SBE are submitted in different quarterly time periods, the documentation must be submitted for each quarterly report.
11. Copy of each SBEs current certificate are required for each invoice a SBE is used.
12. The quarterly report is due even if there are no invoices paid submitted for that reporting period.

Penalties for failing to Comply with the Regulations

The contractor must make an attempt to meet the “Good Faith Effort Goals” established by the Agreement. There is no penalty for not achieving the Goal. However, the contractor will be penalized if they fail to make the aforementioned effort and document the efforts to solicit and utilize SBEs for State Projects. Failure to document the effort to meet the “Good Faith Effort” and submit the reports to the State Contract Manager by the required due dates can lead to withholding of payments to the Contractor.

Locating Eligible Contractors

To facilitate the search for a qualifying SBE subcontractor below are links to assist you in locating potential eligible contractors. These links were supplied by the NJDEP Office of Equal Opportunity and Public Contract Assistance (OEOPCA). The NJDEP Office of Equal Opportunity and Public Contract Assistance Website is <http://www.nj.gov/dep/eo>.

New Jersey Transit

<http://www.bipincwebapps.com/njt/biznet/>

New Jersey Department of Transportation

<http://www.nj.gov/transportation/business/civilrights/pdf/directory.pdf>

New Jersey Department of the Treasury- Division of Minority and Women Business Development – New Jersey Selective Assistance Vendor Information

https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

The Port Authority of New York and New Jersey

<http://www.panynj.gov/>

This link is from the “State of New Jersey Business Portal One Stop Shop for Business for Services and Information” . The New Jersey Selective Assistance Vendor Information Database (NJSAVI database) that identifies businesses that are registered as a SBE and or certified M/WBE. These businesses may also be registered DBE under the Federal Program. There is a description of the database on the webpage.

<http://www.state.nj.us/njbusiness/contracting/services/>

In addition, the NJDEP OEOPCA has offered to assist contractors in locating potential SBEs. The OEOPCA can be reached at (609) 984 -9742.

SRP The NJDEP- SRP Contractor's Subcontractor Usage Reporting Quarterly Reporting Form

SRP in conjunction with the NJDEP Office of Equal Opportunity and Public Contract Assistance has developed a Program Specific Quarterly Reporting Form for the reporting of this information. The form is in the RFP and can be sent electronically to your company.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
&
OFFICE OF EQUAL OPPORTUNITY AND PUBLIC CONTRACT
ASSISTANCE
FEDERAL DISADVANTAGED BUSINESS ENTERPRISES
CONTRACTOR'S QUARTERLY REPORTING FORM

Issued by
New Jersey Department of Environmental Protection
Site Remediation Program
Mail Code 401-06J
Box 420
Trenton, NJ 08625-0420
April 2012

QUARTERLY REPORTING REQUIREMENTS TO COMPLY WITH THE USEPA DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM

The USEPA policy requires that all recipients of USEPA financial assistance through grants and cooperative agreements attempt to award a portion of the subagreements to small, minority and women-owned business designated as Disadvantaged Business Enterprises (DBE) by establishing "Fair Share Goals". This policy applies to all subagreements for equipment, supplies, construction and services under all EPA Grants, cooperative agreements and Interagency Agreements (IGAs).

The prime contractor for each project that is funded using monies from the Federal Government is required to complete this form for each quarter for which invoices are submitted to the SRP Program. The form must be submitted to the SRP State Contract Manager for the Contract within 10 days following the close of each fiscal year quarter (i.e., **January 10**, **April 10**, **July 10**, and **October 10**).

All reports are due in Hardcopy format. The original report and three (3) complete copies must be provided. A complete report consists of both the reporting form and all supporting documentation. If any part of the report is missing, the report is considered incomplete and must be resubmitted.

This report cannot be revised without the approval of the NJDEP Office of Equal Opportunity and Public Contract Assistance and the SRP- Financial Services Element.

Separate reports are required for each site that the prime contractor is working. Submittal of multiple sites on one report will result in rejection of the report.

Separate reports are for required for each quarterly reporting time period. Each report must cover only a three month (quarterly time period). Submittal of multiple quarters in a report will result in rejection of the report.

INSTRUCTIONS FOR FILLING OUT DBE QUARTERLY UTILIZATION REPORT

1. Reporting Time period: List the date of the start of the quarter and end date of the quarter. Include the year.
2. Funding Source: This information to be obtained from State Contract Manager.
3. Name of the SRP State Contract Manager for the Contract.
4. Contractor Name and Address
5. State Contract Number beginning with "A" and the Name of the Contract.
6. Site Information: The contractor must complete all lines. This is the site information at which Federal monies is being used.
7. Summary of actions or work carried out for this quarterly report. (Add additional space if needed)
8. Amount of Purchase Order issued and Purchase Order Number(s). If numerous purchase orders are issued, this information must be listed individually on the lines provided. (Add additional lines sets if needed.) Including the amount for each additional Purchase order referenced in the report.

If the total amount issued is adjusted by a change order, the change order date must be listed and the Purchase Order numbers listed in this section

9. Enter Date of first Purchase Order issued using Federal monies.
10. Enter estimated date of Project Completion using Federal monies.
11. Indicate if Initial quarterly report is being submitted.
12. Indicate if Final quarterly report is being submitted.
13. Indicate MBE and WBE goals based upon project plan for DBE utilization developed in consultation with the Office. The actual dollar amount and percentage amounts are to be provided base on the dollar amount paid for that quarter.
14. List all new DBEs used in this quarterly reporting period.
15. Additional comments or explanations. Refer to the specific item number on the form, if applicable.
16. The Contractor must list the backup documentation provided for each DBE determination.
17. Enter the name, address and telephone number of each DBE participating in the activity at the site under agreement with the Contractor. Check applicable MBE or WBE status of each listed DBE. Explain type of service rendered and list the total dollar amount of the subcontract. Each entry must be accompanied by a copy of the signed subcontract and invoices. A Copy of the MBE/WBE certification must be included. Add lines sets as necessary.
18. Required Signatures. State Contract Manager must sign the form after receiving the report from the contractor. An authorized representative of the contractor is required to sign the report.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
&
OFFICE OF EQUAL OPPORTUNITY AND CONTRACT ASSISTANCE
USEPA DISADVANTAGED BUSINESS ENTERPRISES PROGRAM (DBE)
QUARTERLY REPORTING FORM

State Agency: State of New Jersey, Department of Environmental Protection
Site Remediation Program
Mail Code 401-06J
Box 420
Trenton, NJ 08625-0420

1. Reporting time Period (months and years): _____
2. Funding Source: _____
3. SRP State Contract Manager Name: _____
4. Contractor Name : _____
Contractor Address: _____

5. Contract Number: A- _____
Contract Name: _____
6. Site Information:
Site Name: _____ Job Number: _____
Address: _____
Municipality: _____
County: _____
7. Summary of activities conducted at the site: _____

8. Purchase Order \$ _____ PO number: _____
Change Order Amount: _____ PO number: _____
Date of Change Order: _____ Issue Date of Change Order PO: _____
Adjusted amount base on Change Order increase/decrease: _____

List any other Purchase Orders numbers: _____

9. First Purchase Order Issuance Date: _____
10. Estimated date of Project Completion: _____
11. Initial Quarterly Submittal on Engagement: Yes or No (_____)
12. Final Quarterly Submittal on Engagement: Yes or No (_____)
13. Utilization Summary for this Quarter

Total Dollar Amount Paid on Project this Quarter \$ _____

	<u>DOLLAR AMOUNT PAID</u>	<u>PERCENTAGE OF CONTRACT AMOUNT PAID</u>
MBE	\$ _____	_____ %
WBE	\$ _____	_____ %
DBE	\$ _____	_____ %
TOTAL DBE	\$ _____	_____ %

14. List all new DBEs used in this reporting period
15. Space Provided for Additional Comments or Explanations
16. List of Attachments provided.

17. DBEs used in this quarterly report

Name, Address and Telephone No.	MBE/ WBE/DBE	Type of Service Rendered	Invoiced Dollar Amount	Invoice Date
1. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
2. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
3. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
4. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
5. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
6. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			

18. Required Signatures:

(Signature of SRP State Contract Manager)

(Signature of Contractor)

(Title)

(Title)

(Date)

(Date)

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
&
OFFICE OF EQUAL OPPORTUNITY AND PUBLIC CONTRACT
ASSISTANCE
NEW JERSEY SMALL BUSINESS ENTERPRISE
CONTRACTOR'S QUARTERLY REPORTING FORM

Issued by
New Jersey Department of Environmental Protection
Site Remediation Program
Mail Code 401-06J
Box 420
Trenton, NJ 08625-0420
April 2012

QUARTERLY REPORTING REQUIREMENTS TO COMPLY WITH THE NEW JERSEY SMALL BUSINESS ENTERPRISES (SBE) PROGRAM

The contract that your firm was awarded requires the use of subcontractors and an integral part of these requirements is attempting to meet the Small Business subcontracting targets established by the State of New Jersey. Currently the small business subcontracting targets are set pursuant to N.J.A.C. 17:13-4 and Executive Order 71. Each contractor who uses subcontractors are required to make a "Good Faith" effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey based, New Jersey Department of the Treasury, Division of Minority and Women Business Development (DMWBD) registered small business. The State of New Jersey has a web site on small businesses certification and the program's requirements at http://www.state.nj.us/njbusiness/contracting/services/small_business_set_aside.shtml.

The prime contractor for each project is required to complete this form for each quarter for which invoices are submitted to the SRP Program. The form must be submitted to the SRP State Contract Manager for the Contract within 10 days following the close of each fiscal year quarter (i.e., January 10, April 10, July 10, and October 10).

All reports are due in Hardcopy format. The original report and three (3) complete copies must be provided. A complete report consists of the both the reporting form and all supporting documentation. If any part of the report is missing, the report is considered incomplete and must be resubmitted.

This report cannot be revised without the approval of the NJDEP Office of Equal Opportunity and Public Contract Assistance and the SRP-Financial Services Element.

Separate reports are required for each site that the prime contractor is working. Submittal of multiple sites on one report will result in rejection of the report.

Separate reports are for required for each quarterly reporting time period. Each report must cover only a three month (quarterly time period). Submittal of multiple quarters in a report will result in rejection of the report.

INSTRUCTIONS FOR FILLING OUT SBE UTILIZATION REPORT

13. Reporting Time period: List the date of the start of the quarter and end date of the quarter. Include the year.
14. Funding Source: This information to be obtained from State Contract Manager.
15. Name of the SRP State Contract Manager for the Contract.
16. Contractor Name and Address
17. State Contract Number beginning with "A" and the Name of the Contract.
18. Site Information: The contractor must complete all lines. This is the site information at which State monies is being used.
19. Summary of Remedial Action carried out for this quarterly report. (Add additional space if needed)
20. Amount of Purchase Order issued and Purchase Order Number(s). If numerous purchase orders are issued, this information must be listed individually on the lines provided. (Add additional lines sets if needed.) Including the amount for each additional Purchase order referenced in the report.

If the total amount issued is adjusted by a change order, the change order date must be listed and the Purchase Order numbers listed in this section

21. Enter Date of first Purchase Order issued for the site work.
 22. Enter estimated date of Project Completion of the site work.
 23. Indicate if Initial quarterly report is being submitted.
 24. Indicate if Final quarterly report is being submitted.
-
13. Indicate SBE goals based upon project plan for SBE utilization developed in consultation with the Office. The actual dollar amount and percentage amounts are to be provided base on the dollar amount paid in this quarter.
 14. List all new DBEs used in this quarterly reporting period.
 15. Additional comments or explanations. Refer to the specific item number on the form, if applicable.
 16. The Contractor must list the backup documentation provided for each SBE determination.
 17. Enter the name, address and telephone number of each SBE participating in the Remedial Action as a subcontractor under agreement with the Contractor. Check applicable SBE status of each listed DBE. Explain type of service rendered and list the total dollar amount of the subcontract. Each entry must be accompanied by a copy of the signed subcontract and invoices. A Copy of the SBE certification must be included. Add lines sets as necessary.
 18. Required Signatures. State Contract Manager must sign the form after receiving the report from the contractor. An authorized representative of the contractor is required to sign the report.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE REMEDIATION PROGRAM
&
OFFICE OF EQUAL OPPORTUNITY AND CONTRACT ASSISTANCE
SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

QUARTERLY REPORTING FORM

State Agency: State of New Jersey, Department of Environmental Protection
Site Remediation Program
Mail Code 401-06J
Box 420
Trenton, NJ 08625-0420

1. Reporting time Period (months and years): _____
2. Funding Source: _____
3. SRP State Contract Manager Name: _____
4. Contractor Name : _____
Contractor Address: _____

5. Contract Number: A- _____
Contract Name: _____
6. Site Information:
Site Name: _____ Job Number: _____
Address: _____
Municipality: _____
County: _____
7. Summary of Remedial Action conducted at the site: _____

8. Purchase Order \$ _____ PO number: _____
Change Order Amount: _____ PO number: _____
Date of Change Order: _____ Issue Date of Change Order PO: _____
Adjusted amount base on Change Order increase/decrease: _____

List any other Purchase Orders numbers: _____

9. First Purchase Order Issuance Date: _____
10. Estimated date of Project Completion: _____
11. Initial Quarterly Submittal on Engagement :Yes or No (_____)
12. Final Quarterly Submittal on Engagement: Yes or No (_____)
13. Utilization Summary for this Quarter

Total Dollar Amount paid on Project this Quarter \$ _____

<u>DOLLAR AMOUNT PAID</u>	<u>PERCENTAGE OF CONTRACT AMOUNT PAID</u>
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SBE	\$ _____	_____ %
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14. List all new DBEs used in this reporting period
15. Space Provided for Additional Comments or Explanations
- 16: List of Attachments provided.

17. Subcontractor used in the Remedial Action

Name, Address and Telephone No.	SBE	Type of Service Rendered	Invoiced Dollar Amount	Invoice Date
1. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
2. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
3. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
4. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
5. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			
6. _____ _____ _____	_____	_____	_____	_____
Number of Full-time Employees	_____			

18. Required Signatures:

(Signature of SRP State Contract Manager)
Contractor)

(Signature of

(Title)

(Title)

(Date)

(Date)

APPENDIX A

APPENDIX B

ELECTRONIC SUBMISSIONS OF PAYMENT VOUCHERS AND BACKUP DOCUMENTATION

All Contractors for the NJDEP Site Remediation Program and Emergency Response Program will be required to submit to NJDEP-SRP all Payment Vouchers and the backup documentation in a Adobe Acrobat format to an electronic mailbox. The SRP electronic mail box has the following email address: SRP_CFS_Invoices@dep.state.nj.us. (Note there is an underline space between SRP_CFS and CFS_Invoices.) Invoices and supporting documentation are referred to as Payment Voucher Sets herein.

1. The contractor is required to use the latest version of Adobe Acrobat Software in the generation of the documents and shall submit the documents in "Read Only" format.
2. Only one Payment Voucher Set may be submitted per PDF file. Do not include a copy of the Purchase Order or any of the instructions accompanying the Purchase Order or Payment Voucher with the PDF submittal.
3. The file size may not exceed 50 MB for the e-mail message and 20 MB for a single attachment. If the file size exceeds these limits, the Payment Voucher set will have to be divided into two or more stand-alone Payment Voucher Sets and PDF files.
4. Any Payment Voucher Set that has to be resubmitted must be sent to the same mailbox. The requirements for revisions are in the Section entitled "General Electronic Requirements".
5. The contractor cannot send a Payment Voucher Set to a NJDEP employee for submittal to the SRP electronic mail box.
6. The contractor has the sole responsibility to ensure that the Payment Voucher submitted to the NJDEP for approval is the correct Payment Voucher for that Purchase Order.
7. If there is any required information from the preprinted Payment Voucher that is missing from the submittal, it will be automatically rejected.
8. Crossing out of incorrect Purchase Order numbers, fund numbers or account numbers with handwritten correction(s) by the contractor shall result in automatic rejection of a Payment Voucher Set.
9. At this time, NJDEP will no longer correct any information submitted on a Payment Voucher Set submitted by the contractor for payment. All corrections must be completed by the contractor. (See Section entitled: "Rejection of an electronic Payment Voucher Set" for additional information.)
10. Any cross outs by the contractor's staff must be dated and initialed by the contractor's staff prior to generation of the PDF file for submittal to the State.
11. The contractor for each purchase order may submit multiple Payment Voucher Sets to the State for payment. The contractor is required to use the correct Payment Voucher for both the hard copy and electronic copy of the Payment Voucher Sets. (See Section entitled File Size Limitations for additional information.)
12. The contractor must complete "Section F Payee Declaration" of the Payment Voucher. The person who prepared the payment voucher must sign and date the submitted

Payment Voucher. The date should reflect the date they completed the documentation being submitted. If the Payment Voucher is submitted unsigned or undated, it will be automatically rejected.

13. The contractor must complete section "Section G Payee Reference" by inserting their company's invoice number and the name of the PDF file for this invoice. If this section is incomplete, the Payment Voucher set will be automatically rejected.
14. Do not submit a copy of the Purchase Order or any of the instructions that accompanied the Purchase Order or Payment Voucher with your PDF submittal.
15. Any changes to these requirements will be conveyed to all contractors in writing only by the Site Remediation Program, Contracting and Financial Services Element. No other group is authorized to issue changes to these requirements.

Options for Payment Vouchers and Documentation Submittals

There are two options for the contractor for the submittal of Payment Vouchers and the backup documentation that must be submitted with each invoice.

Option 1:

The contractor must use a copy of the original Payment Voucher that was provided with the original Purchase Order issued by the State. The only information for each item that is to be changed on the Payment Voucher is the following:

1. In the box labeled "(C)Total Amount" [in the upper right of the form], correct the amount by either covering over the amount already on the box or crossing out with a single line strike out and insert the correct amount for that particular invoice.
2. In the lower half of the voucher, for the quantity column (if applicable), and the amount column, the contractor needs to use a single line strikeout to cross out the amount and handwrite the amount and quantity being submitted.
3. If there is an item on the Payment Voucher for which payment is not being requested under this invoice, the contractor must use a single line strikeout for the amount and quantity columns.
 - A sample Payment Voucher is shown below identifying these sections on the form.

STATE OF NEW JERSEY PAYMENT VOUCHER (VENDOR INVOICE)		DOCUMENT		BATCH		ACT G PER	FY	
PV DATE		TC UI	AGY NUMBER	TC UI	AGY NUMBER			
PP START		SCHED PAY	CHK CAT	OFF LIAB	F RF TY	CK FL	(A) VENDOR ID NUMBER	
MO DY YR		MO DY YR						
CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT			\$
(D) PAYEE NAME AND ADDRESS:				(E) SEND COMPLETED FORM TO: State of New Jersey Division of Alcoholic Beverage Control PO Box 087 Trenton, NJ 08625				
(F) PAYEE DECLARATIONS I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.								
PAYEE SIGNATURE								
PAYEE TITLE BILLING DATE								
LINE NO	REFERENCE			(G) PAYEE REFERENCE				
1	CD	AGY	NUMBER	LINE				
2								
3								
1	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	
2	SUB-ORG	SUB-ORG	SUB-ORG	SUB-ORG	SUB-ORG	SUB-ORG	SUB-ORG	
3								
1	SPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID PF TX	
2								
3								
ITEM NO	DESCRIPTION OF ITEM			QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Enforcing the Underage Drinking Laws Program Subaward:						\$	
	Federal Grant #: U.S. Department of Justice Office of Justice Programs							
TOTAL \$								
CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.				CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.				
Signature				Authorized Signature				
Title				Fiscal Officer				
Date				Date				

PV.fm 6/03 pv139f2.wpd

Option 2:

If the contractor uses their company's information systems to generate a copy of the Payment Voucher issued by the State, the contractor must include all the information from the original payment voucher on their generated form (includes the account numbers, PO numbers, addresses, complete description of the item, item numbers etc.). The only information that can be changed by the contractor consists of box labeled "© Total Amount", the quantity column (if applicable) and the amount column. If there is an item on the Payment Voucher for which payment is not being requested under this invoice, the contractor is required to insert a "0" in the quantity and the amount columns.

GENERAL ELECTRONIC REQUIREMENTS

1. The electronic copy shall be created in Adobe Acrobat PDF Format in the Read Only format.
2. The maximum number of characters in the PDF invoice name is 30 characters.
3. Only one Payment Voucher Set per PDF file. Submittal of multiple Payment Voucher Sets in a PDF File will result in rejection of the file and payment shall be withheld for all the affected Payment Voucher Sets until the submittal is correct.
4. The file name shall consist of the following: State PO number and contractor's Invoice number (with variations as provided below):

Example: 7144565_000001.PDF .

5. The contractor shall send the electronic version of the Payment Voucher Set to the following State email address: SRP_CFS_Invoices@dep.state.nj.us. (Note there is an underline space between SRP_CFS and CFS_Invoices.)
6. In the subject section of the invoice email, the contractor must include the Job Number and the Purchase Order Number. If the contractor has the Site Name it is also to be included in the subject section of the invoice email.

Example: Big Hill Sanitary Landfill, Job number: C330BD90, PO#7415541

7. If the Payment Voucher Set is rejected by State, the contractor must resubmit an electronic copy of the Payment Voucher Set. The original file name must be revised with the addition of "REV" to the contractor's invoice number. If this is the first revision of the Payment voucher set, the revision is listed as REV1, if it is a sequence revision it must be labeled as REV2, REV3 etc.

Example: 7144565_000001REV1.PDF .

8. Failure of the contractor to submit acceptable and complete Payment Voucher sets and or revisions (if required), shall affect the Prompt Payment time frame on that Payment Voucher Set. If the Payment Voucher is rejected, Prompt Payment time frame is stopped. Upon receipt of the Revised Payment Voucher Set, a new Prompt Payment time frame will be initiated.

FILE SIZE LIMITATIONS

As of June 28, 2011 the New Jersey Office of Information Technology (OIT) has established a new email message size limit of 50MB, and a single attachment size limit of 20MB. OIT is implementing this new rule in order to help prevent email delays and to improve efficiency, performance and service. The current email message size limit for the NJDEP is already 50MB. This new rule impacts email messages with individual attachments of 20MB or greater that are being sent to email addresses external of the NJDEP. Any email messages sent to email addresses external to the NJDEP will be delivered only if they do not exceed the total message size limit of 50MB, and do not exceed the single attachment size limit of 20MB. If your documentation is greater than the limitation specified here, you will have to properly separate this submittal into two or more Payment Voucher sets with the correct documentation with each Voucher and submit as different requests for payment in separate PDF files.

REJECTION OF AN ELECTRONIC PAYMENT VOUCHER SET

Each NJDEP staff person who is responsible for approval of a payment voucher at any step of the process when a problem is detected, is required to contact the vendor IN WRITING (email or memo is acceptable) and inform the vendor of the problem with the Payment Voucher and determine the resolution of the problem. The contractor must respond to the NJDEP staff person in writing by email. All correspondence between the NJDEP and the Contractor shall be documented in the NJDEP CFS Tracking System.

Please be advised at this time, the only way to correct an invoice is complete resubmittal of the Payment Voucher Set. If this process changes in the future additional instructions will be provided to the contractors by the NJDEP Site Remediation Program- Contracting and Financial Services Element.

QUESTIONS/ASSISTANCE ON THE ELECTRONIC PAYMENT PROCESS

If you have questions or need assistance in this process, please contact the following staff person:

Kathleen Grimes, Research Scientist 1
NJDEP Site Remediation Program
Contracting and Financial Services Element
(609)-633-2355
Kathleen.grimes@dep.state.nj.us

INVOICE BACKUP DOCUMENTATION

Each Payment Voucher Set is required to contain appropriate supporting documentation. The NJDEP uses specific forms to record daily costs incurred during the engagement. These forms include the *Daily Scheduled Labor Report* (Form DEP-024A), the *Daily Scheduled Equipment, Materials and Services Report* (Form DEP-24B), and the *Daily Non-Scheduled Equipment, Materials and Services Report* (Form DEP-024C). For each of the forms listed, the term “scheduled” refers to costs for which a line item is included in the Price Schedule. Conversely, the term “non-scheduled” refers to costs for which no line item exists in the Price Schedule. Examples of these forms are included below.

When the Payment Voucher includes labor costs, the Contractor must certify and attach to the invoice the *Daily Scheduled Labor Report* (Form DEP-024A), which itemizes the employee name and personnel classification for each labor charge. Only this form or an NJDEP-approved electronic equivalent may be used by the Contractor for calculating labor costs. Payment Vouchers for labor must correspond to the labor classification and contract unit prices as bid. Note: The daily labor report is used for labor only. This Contract includes some services that combine both labor and equipment, such as grass cutting. These combined services should not be reported on the Daily Labor Report. These services should be reported on the *Daily Scheduled Equipment and Services Report*.

When the Payment Voucher includes billings for scheduled equipment, materials or services, the Contractor must certify and attach to the invoice the *Daily Scheduled Equipment, Materials and Services Report* (Form DEP-24B) itemizing the charges. Only this form or an NJDEP-approved electronic equivalent may be used by the Contractor for calculating scheduled equipment, materials and services costs. The prices noted on the DEP-024B must correspond to the contract prices as bid.

When the Payment Voucher includes billings for equipment, materials or services that are not specified on the Price Schedules, the Contractor must certify and attach to the invoice the *Daily Non-Scheduled Equipment, Materials and Services Report* (Form DEP-024C) itemizing the charges. This form shall also be used by the Contractor when credits are due to the State, such as when the Contractor receives payment for recycled materials like metal. Only this form or an NJDEP-approved electronic equivalent may be used by the Contractor. Supporting documentation for the costs, such as vendor invoices, weigh tickets, Solid Waste Origin and Disposal Forms, and signed Purchase Approval Memorandums, must be attached to the DEP-024C. An example of a Purchase Approval Memorandum is included below. Non-scheduled items must be procured in accordance with the procedures identified in Section 8.12.

Sample Form DEP-024A

CONTRACT NO.: A12345
CONTRACTOR: Sample Environmental Company
PROJECT: Standard Waste Site
JOB #: A1234567
PI#: 999999

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EMPLOYEE NAME AND PERSONNEL CLASIFICATION	LEVEL	STRAIGHT TIME (< 8 Hours)			OVERTIME (> 8 Hours)			DAILY TOTAL
		RATE	DAYS	TOTAL	RATE	OT HRS	TOTAL	
Jack Smith Foreman	D							
Bob Jones Heavy Equipment Operator	D							
Mike Doe Truck Driver	D							
Jane Doe Laborer	D							
						DAILY TOTAL		

* or portion thereof

I certify that this is an accurate statement of the labor performed by the above employees for the date(s) indicated.

Signature of Contractor Representative

Sample Form DEP-024B

EQUIPMENT, MATERIALS OR SERVICES	QUANTITY OR UNITS	NO. OF DAYS*	DAILY OPERATING RATE	WEEKLY OPERATING RATE	RATE TOTAL(S)	1 TIME MOBILIZATION DEMOBILIZATION	TOTAL
Mowing - Greater than 2 Acres							
Mowing - Less than 2 Acres							
Wheel Loader							
Dump Truck							
Pickup Truck - 3/4 Ton w/ Snowplow							
				TOTAL			
* or portion thereof						DAILY TOTAL	

I certify that this is an accurate statement of the equipment and services provided for the date(s) indicated above.

Signature of Contractor Representative

Sample Form DEP-024C

PROJECT: Standard Waste Site
JOB #: A1234567
PI#: 999999

ITEM / CAPACITY / SERVICES	QUANTITY OR UNITS	CONTRACTOR COST OR UNITS*	CONTRACTOR MARK-UP %	SUPPLIER OR SUBCONTRACTOR*	TOTAL
Modified I-13 (AKA 1 1/2-inch blend)	Ton		10%		
Vegetative Fill	Ton		10%		
Road Grader	Day		10%		

I certify that this is an accurate statement of the equipment and services provided by Sample Environmental Company for the date(s) indicated above.

Signature of Contractor Representative

BILLED AS:

	CHANGE ORDER
PO#	

OR

ALLOWANCE
X

Sample Purchase Approval Memorandum

PURCHASE APPROVAL MEMORANDUM GROUNDS MAINTENANCE TERM CONTRACT A12345

Project Site: Site Name; Job #A7777777; PI #000001
Purchase Date: 1/11/12

ITEMS OR SERVICES REQUIRED:

<u>Quantity</u>	<u>Item/Service</u>	<u>Price</u>	<u>Totals</u>
10 Tons	Quarry Process Stone	\$/Unit	\$
			\$
	Freight		\$
	Tax		\$
	Subtotal		\$
	10% Markup		\$
	Total		\$

Reason: Repair ruts on landfill access road

Vendor Name: The Local Quarry
Vendor Address: 100 Main St.
 Anytown, NJ 08000
Vendor Phone No. 609-555-0000

The following documents are attached:

- ☐ No price competition is required. (Cost if \$500 or less).
- ☐ Telephone quotations are attached. (Cost is more than \$500 but less than \$17,500).
- ☐ Solicited written quotations are attached. (Cost is between \$17,501 and \$27,000).
- ☐ Sole source letter is attached.

I certify that this is an accurate statement of the equipment, materials, and / or services provided under the General Allowance provisions of the Contract for the date above. Cost documentation is attached.

Signature of Contractor Representative

Payment shall be made upon presentation to the NJDEP and acceptance by the NJDEP of itemized billings certified by the NJDEP Representative. Payments will not be made for any work that is not acceptable to the NJDEP.

Unless the Contractor has a letter of credit on file with the NJDEP, retainage is withheld from all invoices. All requests for retainage payments must be submitted on a separate invoice via a separate PDF file. The retainage release invoice shall include executed electronic copies of the *Affidavit Concerning Subcontractor Payments* (if applicable) and *Certification Regarding the Release of All Claims against the State of New Jersey*. These forms are included at the end of this section. The original forms shall be mailed with a cover letter to:

Department of Environmental Protection
Financial Services Element
Mail Code 401-061
P.O. Box 420
Trenton, New Jersey 08625-0420

Retainage is typically the final payment for an engagement; however, if retainage is not withheld because the Contractor posted a letter of credit, the Contractor remains obligated to provide the requisite releases identified above before final payment is made by the State. Unless otherwise provided in the RFP or by New Jersey law or otherwise expressly agreed to by the parties to this Contract, final payment under this engagement or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against the Contractor or his sureties under this Contract or the State's right to continued performance of the Contractor's obligations pursuant to the Contract. Upon receipt of the release of all claims against the State and the affidavit of debt payment, final payment shall be made.