



Request for Proposal 12-X-22574

For: Munitions & Explosives of Concern Department of Environmental Protection – Site Remediation Program

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	May 18, 2012	5:00 PM
Mandatory/Optional Pre-Proposal Conference (Refer to RFP Section 1.3.5 for more information.)	Not Applicable	Not applicable
Mandatory/Optional Site Visit (Refer to RFP Section 1.3.4 for more information.)	Not applicable	Not applicable
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	June 21, 2012	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.

	Status	Category
Small Business Set-Aside	☒ Not Applicable	☐ I
	☐ Entire Contract	☐ II
	☐ Partial Contract	☐ III
	☐ Subcontracting Only	

RFP Issued By

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

Using Agency

State of New Jersey
Department of Environmental Protection

Date: April 25, 2012

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Environmental Protection (NJDEP). The purpose of this RFP is to solicit proposals to provide technical support to NJDEP project managers specifically for select sites in the Site Remediation Program that have munitions and explosives of concern (MEC). Please note that subcontracting is not permitted for this RFP.

The intent of this RFP is to award two (2) contracts; one (1) primary and one (1) secondary, to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The secondary contractor is desired in the event that the primary contractor has a conflict of interest. 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

After decades of munitions related activities to support military readiness, unexploded ordnance (UXO), discarded military munitions (DMM) and munitions constituents (MC) may be present at current and former military installations. The Military Munitions Response Program (MMRP) addresses the potential explosives safety hazards presented by munitions and explosives of concern (MEC) which include UXO, DMM and MC concentrations high enough to pose an explosive hazard and potential environmental contamination.

The NJDEP provides oversight for remediation at Munitions Response Sites (MRS) located in New Jersey. The main role of the Contractor is to provide technical support to the NJDEP Project Manager that is responsible for overseeing MEC remediation.

Many of the MRS, but not all, are under the U.S. Army Corps of Engineers (USACE) MMRP such that the U.S. Department of Defense (DOD) is the responsible party. The technical support provided by the contractor will require review of documents prepared by the responsible party's contractor and submitted to NJDEP related to site investigations (SI), remedial investigations (RI) and remedial actions (RA) specifically for MEC. Site investigations (SI) have been completed for most of the sites. The majority of work under this term contract is in the remedial investigation (RI) phase, however work may be needed under any of the three (3) remedial phases mentioned in this paragraph.

While NJDEP has not adopted U.S. Environmental Protection Agency (EPA) and DOD directives, regulations, policies and guidelines related to MEC, it does recognize such as "Applicable or Relevant and Appropriate Requirements" (ARARs) that should be followed and that the contractor must be familiar with.

The spend data for the prior contract (T2473) which expired in October 2011 is approximately \$188,000.00.

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 Purchase 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
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the 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 Purchase 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 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this RFP.

1.3.5 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

1.3.6 PRE-PROPOSAL DOCUMENT REVIEW

The following are publicly available documents or references that bidders may need to review in order to prepare and submit accurate and comprehensive proposals:

- DoD Directive 6055.9, "DoD Explosives Safety Board (DDESB) and Component Explosives Safety Responsibilities," July 29, 1996
- Resource Conservation and Recovery Act (RCRA), Environmental Protection and Compliance Policy Complying with the RCRA (42 USC 3251, 21 Oct 76)
- DOD 4145.26M DOD Contractors' Safety Manual for Ammunition and Explosives, Dated July 1997
- DoD Directive 6055.9, "DoD Explosives Safety Board (DDESB) and Component Explosives Safety Responsibilities," July 29, 1996
- DoD Ammunition and Explosives Hazard Classification Procedures Joint Technical Bulletin dated 5 January 1998 TB 700-2 (Army designator), NAVSEAINST 8020.8B (Navy designator), TO 11A-1-47 (Air Force designator), DLAR 8220.1 (Defense logistics designator)
- DoD Range Rule
- Military Munitions Rule
- The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
- Resource Conservation and Recovery Act (RCRA), Environmental Protection and Compliance Policy Complying with the RCRA (42 USC 3251, 21 Oct 76)
- Interstate Technology Regulatory Counsel, Unexploded Ordnance Guidance at <http://www.itrcweb.org/guidancedocument.asp?TID=19>
- U.S. Army Explosives Safety Program Army Regulation 385-64, 31 December 1997
- Army Specific HQDA Letter 385-00-2, 30 June 2000
- SERDP/ESTCP Initiatives at <http://www.serdp.org/>
- USEPA Munitions and Explosives of Concern Hazard Assessment (MEC HA)
- USEPA Munitions Response Guidelines, OSWER Directive 9200.1-101
- USEPA Military Munitions/Unexploded Ordnance Links at http://www.epa.gov/fedfac/documents/munitions_links.htm
- US Army Corp of Engineers
<http://aec.army.mil/usaec/cleanup/mmrp00.html>

Note: many of the above referenced documents are summarized at <http://www.uxoinfo.com/uxoinfo/policy2.cfm>

In addition, the General Services Administration (GSA) establishes per diem rates for destinations within the Continental United States at <http://www.gsa.gov/portal/category/21287>.

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, "Bid 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 Bid 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 Bid 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
Purchase Bureau
PO Box 230
33 West State Street – 9th Floor

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 elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid 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 bids 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, report preparation, salaries, general and administrative expenses, computer usage, supplies, materials, health and safety equipment and all documents, forms and reproductions thereof. The all-inclusive hourly rate does not include travel expenses. Travel expenses shall be in accordance with the General Services Administration (GSA) Per Diem rate. **Bidders must not alter the estimated hours supplied by the State as they represent an estimate only and are for bidding purposes only.**

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.

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

CERCLA – Comprehensive Environmental Response, Compensation and Liability Act Congress enacted CERCLA, commonly known as Superfund, in 1980. This law created a tax on the chemical and petroleum industries and provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment.

COCO – Company Owned Company Operated in reference to the responsible party.

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

Deliverables - Items defined in the Scope of Work, Section 3.0, as products or proof of services rendered under this contract.

Direct Labor - (Actual Salary Rate) - The actual salary paid to personnel. Does not include overtime rates (For further clarification see EPA Form 5700-41 Instructions). No overtime hourly rate is allowed under this contract.

DMM - Discarded military munitions Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held

for future use or planned isposal, or military munitions that have been properly disposed of consisten with applicable environmental laws and regulations.

DOD – Department of Defense

Existing Data - All non-confidential documents on file with the NJDEP including sampling and analysis reports, site inspection forms and preliminary site investigation reports. Existing data may be obtained through the NJDEP Project Manager.

FUDS – Formerly Used Defense Site A facility or site (property) that was under the jurisdiction of the Secretary of Defense and owned by, leased to, or otherwise possessed by the Unites States at the time of actions leading to contamination by hazardous substances. By the DOD Environmental Restoration Program policy, the FUDS program is limited to those real properties that were transferred from DOD control prior to October 17, 1986. FUDS properties can be located within the fifty (50) states, District of Columbia, territories, commonwealths, and possessions of the United States.

GOCO – Government Owned Company Operated in reference to the responsible party.

GSA Travel Expenses Per Diem – Per diem is the allowance for lodging (excluding taxes), meals and incidental expenses. The General Services Administration (GSA) establishes per diem rates for destinations within the Continental United States at <http://www.gsa.gov/portal/category/21287>.

Invoice – NJ State Payment Voucher form.

ITRC – Interstate Technology Regulatory Council

MEC – Munitions and Explosives of Concern. Unexploded ordnance (UXO) as defined in 10 U.S.C. 2710 (e)(9); discarded military munitions (DMM) as defined in 10 U.S.C. 2710 (e) (2); or munitions constituents present in high enough concentrations to pose an explosive hazard.

Munitions Constituents - Any materials originating from unexploded ordnance, discarded military munitions, or othery military munitions, including explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions.

Military Munition - All ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy, and the National Guard. The term includes confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges cluster munitions and dispenser demolition charges and devices and components thereof. The term does not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 have been completed.

Munitions Response - Response actions including investigation, removal and remedial actions to address the explosives safety, human health, or environmental risks presented by unexploded ordnance, discarded military munitions, or mumitions constituents.

MMRP - Military Munitions Response Program.

MRS - Munitions Response Site. Typically a sub-site within a larger site. Also referred to as an Area of Concern.

Notice to Proceed - A written notice given by the State to the Contractor fixing the date on which the Contractor is permitted to start the performance of site work according to Contract Documents.

Ordnance - Weapons of all kinds, including bombs, artillery projectiles, rockets and other munitions, military chemicals, bulk explosives, chemical warfare agents, pyrotechnics, explosive waste boosters, and fuzes.

OSHA – Occupational Safety and Health Administration

Price Analysis - The process of evaluating a prospective price 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.

QA/QC – Quality Assurance/Quality Control. Quality assurance (QA) is an integrated system of policies and procedures for planning, implementation, documentation, assessment, reporting, and quality improvement to ensure that a process, item, or activity is of the type and quality required for a process and products (EPA/DOD/DOE 2005a). Quality control (QC) is the overall system of technical activities that measures the attributes and performance of a process, item, or activity against defined standards to verify that it meets the stated specifications. QC involves the action of testing, measuring, and evaluating the effectiveness of the program or activity.

RA – Remedial Action

Responsible Party - The current owner or operator of the site, the owner or operator of a site at the time that disposal of a hazardous substance, pollutant or contaminant occurred, a person who arranged for the disposal of a hazardous substance, pollutant or contaminant at a site and, a person who transported a hazardous substance, pollutant or contaminant to a site, who also has selected that site for the disposal of the hazardous substances, pollutants or contaminants.

RI – Remedial Investigation

SI – Site Investigation

SOW - Scope of Work

Total Bid Price - The sum of the bid prices for each of the Scope of Work tasks provided by the bidder on the Price Schedules.

Unexploded ordnance - Military munitions that have been primed, fused, armed or otherwise prepared for action; have been fired dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel or material; and remain unexploded either by malfunction, design, or any other cause.

UXO Technician Level III - Prior military Explosive Ordnance Disposal (EOD) and/or commercial UXO experience in munitions response actions or range clearance activities, as appropriate for the contracted operation. Minimum eight (8) years experience.

USEPA - United States Environmental Protection Agency.

3.0 SCOPE OF WORK

3.1 SITES

The sites or projects that may require technical support include, but are not limited to the following:

- Fort Hancock Proving Ground (FUDS)
- Picatinny Arsenal (currently operating Army installation)
- Former Raritan Arsenal (FUDS)
- Unexcelled Chemical Corporation Munitions Plant (COCO)
- McGuire AFB (currently operating Air Force installation)
- Fort Dix (currently operating Army installation)
- Lakehurst Naval Air Warfare Center (currently operating Navy installation)
- NWS Earle (currently operating Navy installation)
- Frankfort Arsenal/Palmyra Range (FUDS)
- Atlantic City Naval Air Station (FUDS)
- Atlantic City Air National Guard
- Bethlehem Shell Loading Plant

3.2 TASKS

The objective of the contractor is to provide technical support for MEC directly to NJDEP as the lead regulatory agency for the sites, so that the sites are rendered safe in the interest of the State of New Jersey. The contractor is not to act in any way as the lead for the site/project.

The support and services are specifically related to MEC. The contractor must be familiar with ITRC guidance, EPA and DOD directives, policies, guidance etc. related to MEC investigation and remediation.

All contractor support must reflect the interests of the State over the interests of DOD, responsible parties or other site/project stakeholders.

The contractor shall provide such support to the NJDEP, which may include, but is not limited to the following tasks:

1. Provide advice to the State in technical negotiations with responsible parties and their respective contractors to ensure that work is properly conducted and documented;
2. Provide on-site auditing support and QA/QC oversight for MEC field activities as required by the State Contract Manager;
3. Review work plans and reports (and other MEC related documents as deemed necessary by the NJDEP) regarding all aspects of MEC site restoration and, provide comments to the NJDEP State Contract Manager. The contractor shall provide comments in written and electronic format that includes .pdf or .doc formats;
4. Participate in a support capacity for the NJDEP State Contract Manager at meetings and teleconferences with responsible parties to address comments on scheduled deliverables as directed by the NJDEP State Contract Manager and provide written documentation of these activities;
5. Provide support to the NJDEP State Contract Manager at NJDEP internal and public meetings regarding MEC issues in non-technical or technical language, as necessary;

6. Provide MEC safety briefings and safety escort for site inspections with NJDEP personnel and technical training or safety briefings to NJDEP staff as required;
7. The contractor's personnel shall be available for meetings and site inspections within two (2) weeks notice by the State Contract Manager.

3.3 CONFLICT OF INTEREST

The Contractor shall not be a current DOD or responsible party contractor for any MEC work at the sites/projects noted in section 3.1 of this RFP.

The Contractor cannot accept any work for DOD or a responsible party for any of the sites/projects noted above in section 3.1 of this RFP without written approval of the State via the State Contract Manager. If the contractor accepts work on the referenced sites/projects from the DOD or responsible party without approval from the State Contract Manager, the contractor is in direct violation of the terms and conditions of this contract and can be removed as the primary contractor.

If additional sites are added to the contract after the contract is awarded, and the contractor is currently engaged by DOD or a responsible party for the site/project, the contractor can decline the work without prejudice and the engagement will be offered to the secondary contractor.

3.4 PROJECT MANAGEMENT

The contractor shall designate a Project Manager. The State Contract Manager will communicate with the Project Manager for all work and project matters unless otherwise notified. The contractor shall perform the services with the persons designated in the work program over the contract period. Any changes in personnel shall be reviewed and subject to the approval of the State Contract Manager.

3.5 TIMEFRAMES AND DELIVERABLES

Most documents will be transmitted to the contractor by regular mail or by various electronic formats. The State Contract Manager should confirm document transmission to the contractor. The contractor shall provide their response deliverable to the NJDEP within ten (10) calendar days of receipt.

If the contractor anticipates that a deliverable cannot be completed within the required ten (10) day period, the contractor must contact the State Contract Manager within two (2) business days to negotiate an alternate timeframe.

Completed deliverables shall be returned as specified by the State Contract Manager (i.e. electronically, regular mail etc.). If a file is too large to be transmitted via email or in a compressed format, completed deliverables can be accepted on a CD, DVD or flash drive. A printed copy may be requested by mail, facsimile or courier. Courier charges will be reimbursed by the State Contract Manager only when pre-approved by the State Contract Manager and are a result of the State Contract Manager's request.

3.6 HEALTH & SAFETY

All contractor personnel shall be required to wear and to provide their own appropriate personal protective equipment in accordance with OSHA (29 CFR) if physically present at a MEC site.

3.7 QUALIFICATIONS & REQUIRED EXPERIENCE

Proposals must demonstrate that the contractor has experience, facilities, and support personnel to provide the services required to complete the tasks as described in Section 3.2 of this RFP. Proposals shall identify how long the contractor has been in business under the current organization and name. Proposals shall identify the number of projects and experience with MEC sites. Proposals shall discuss the total workload and the current and future commitment of key personnel to other work. The requirements that are personnel specific must be addressed in their resumes that are required as part of the bid submission. See section 4.4.5.3 for the Resume Section. The following experience items must be clearly addressed in the bid proposal.

1. The Contractor's Project Manager must be knowledgeable with new and evolving technologies related to MEC remediation;
2. The Contractor's Project Manager must be a UXO Technician Level III and have a minimum of eight (8) years of documented MEC supervisory experience;
3. The Contractor's Project Manager must be knowledgeable with Federal, DOD and Service Specific Directives, Regulations, Policies, Guidelines, and Laws related to MEC remediation. The Project Manager must be able to advise the NJDEP regarding compliance with these Directives, Regulations, Policies, Guidelines, and Laws;
4. The Contractor must have at least eight (8) years of experience providing professional technical support in the area of MEC project planning, management and QA/QC to State regulators.
5. OSHA certification is required for all personnel who conduct field operations as per OSHA 1910.120. A copy of a current certificate must be part of the resume section of the bid submission for each applicable contractor personnel.

Please be advised that the New Jersey Licensed Site Remediation Professional (LSRP) program is not applicable for this RFP and therefore the contractor is not required to be a LSRP.

3.8 PERFORMANCE STANDARDS

Contractor performance affects the NJDEP's ability to meet its client's needs. Significant or repeated delays, errors and/or failure to provide the contracted services may be grounds for contract termination, at the State's sole discretion. Unless stated otherwise, the performance criteria identified in this section and its subsections may lead to contract termination.

- Two (2) breaches of confidentiality;
- Contractor personnel that does not show up for a site inspection as requested by the State Contract Manager, without cause or notice;
- Contractor personnel that fails to meet the ten (10) deliverable requirement two (2) or more times within a six (6) month period; and
- Contractor personnel that does not attend meetings as requested by the State Contract Manager, without cause or notice.

3.9 PURCHASE ORDER PROCEDURES

Also see section 5.19 of this RFP.

3.9.1 GENERAL

Each contract site will be handled separately with milestone tasks covered under task specific Purchase Orders (PO). The State Contract Manager prepares the Scope of Work for that Task and then sends it to Contractor to estimate the costs. The Contractor must then return the cost estimate to the State (including estimated travel costs) with the Conflict of Interest (COI) form for review and approval by the State. See Supplement Number One (1) for a sample of the COI form. Once a purchase order is established, the State Contract Manager will notify the contractor to engage in work. The State Contract Manager is responsible for monitoring purchase order balance, however this should be a mutual effort to ensure that billing never exceeds the purchase order limit.

3.9.2 BILLING

The contractor shall bill only for the time of personnel whose services are applied directly to the work called for in the Purchase Order and accepted by the State Contract Manager. The State shall pay the contractor for the duration of a Purchase Order at the rates in effect when the Purchase Order was issued, even if performance under the Purchase Order crosses into another contract year. The contractor shall maintain time and labor distribution records for all personnel who work under the contract. These records must document time worked and services performed by each individual on all Purchase Orders.

Personnel time billed shall only be that time expended in a productive effort as specifically ordered by individual Purchase Orders. Time spent in travel is not an allowable direct charge to the contract and the contractor shall not bill the State at the rates for time spent in travel.

3.9.3 TRAVEL AND EXPENSES

The contractor will be reimbursed for travel and lodging expenses in accordance with the prevailing GSA rates <http://www.gsa.gov/portal/category/100120>

Privately owned vehicle mileage reimbursement will be in accordance with the prevailing GSA rates at www.gsa.gov/portal/content/100715

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/22574.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 also appreciated. 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. In addition, the bidder should name each converted PDF electronic file and folder as follows:

4.3.2 NON-EBID SUBMISSION

The bidder must submit the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal.

Three (3) complete and exact copies, clearly marked "COPY".

One (1) complete and exact ELECTRONIC copy of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

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 two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (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

Not applicable to this RFP.

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

Not applicable to this RFP.

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

Not applicable to this RFP.

4.4.1.6 BID SECURITY

Not applicable to this RFP.

4.4.1.7 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.

4.4.3 TECHNICAL PROPOSAL

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

4.4.3.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans 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. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

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. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 CONTRACT SCHEDULE

Not applicable to this RFP.

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this RFP.

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 management, supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract.

- Beginning and ending dates for each similar contract.
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall describe only five (5) MEC contract engagements which are similar to the work proposed by this RFP as evidence of the bidder's ability to successfully complete the services required by this RFP. Of the five (5) contract descriptions, two (2) can be current contracts and zero (0) can be small arms ranges. If a bidder submits more than five (5) contract engagement histories for review, only the first five (5) histories in the bid submission will be reviewed and used to determine if the bidder is responsive.

For each of the five (5) contract engagement histories, the bidder shall provide the following information:

1. Client - provide a reference (contact person, telephone number and email address);
2. Project name, location and beginning and end dates of contract;
3. Contractor's primary functions i.e. report review or on-site inspection;
4. Site classification (FUDS, COCO, GOCO, currently operating installation);
5. Type of MEC hazards at the site; general categories are sufficient;
6. Former use of the site (munitions factory, arsenal, etc);

For each of the five (5) contract engagement histories, the bidder may provide a synopsis that also includes the following:

7. Current site setting and future use;
8. Project phase (SI, RI/FS, RA);
9. Significant complications associated with the project during your involvement. What were they and how were they overcome;
10. Time critical issues that were dealt with;
11. Innovative technologies or innovative approaches utilized;

The bidder shall indicate if the contractor personnel utilized in the five (5) contract engagement histories are the same personnel proposed for this RFP.

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.

The bidder must provide hourly rates for each of the two (2) contract years. Year two (2) hourly rates will go into effect one (1) year from the effective date of the contract.

The Total Bid Price from the Price Schedule is the price that will be used for contract award and evaluation purposes.

4.4.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.4.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

4.4.5.3 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.

4.4.6 COOPERATIVE PURCHASING

Not applicable to this RFP.

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 two (2) 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 (1) 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-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 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)

Not applicable to this RFP.

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 SECURITY AND 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.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

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

Not applicable to this RFP.

5.15 RETAINAGE

Not applicable to this RFP.

5.16 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.

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

The indemnification provisions set forth in the State of NJ Standard Terms and Conditions, Section 4.1 shall prevail.

5.17.1 INDEMNIFICATION

The indemnification provisions set forth in the State of NJ Standard Terms and Conditions, Section 4.1 shall prevail.

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

5.19 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.

5.19.1 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.)

1. The contractor is required to use the latest version of Adobe Acrobat Software in the generation of the documents.
2. 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".
3. The contractor cannot send a Payment Voucher Set to a NJDEP employee for submittal to the SRP electronic mail box.
4. 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.
5. If there is any required information from the preprinted Payment Voucher that is missing from the submittal, it will be automatically rejected.

6. 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.
7. 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.)
8. 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.
9. 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.)
10. 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.
11. 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.
12. 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.
13. 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.

5.19.2 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 are 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.

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.

15.9.3 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.

5.19.4. 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.

5.19.5. 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.

5.19.6 QUESTIONS/ASSISTANCE

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

5.19.7 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 of 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 that all debts incurred under the contract have been duly paid.

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 mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory 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

- a. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP.

6.7.3 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.

6.7.4 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 RFP.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

Not applicable to this RFP.

SUPPLEMENT NUMBER ONE (1)

CONFLICT OF INTEREST CERTIFICATION

NJDEP MEC Technical Support Term Contract

Bid Number: 12-X-22574

Pursuant to the Conflict of Interest Section of the RFP for Munitions & Explosives of Concern [12-X-22574, Contract Number (insert number)], I hereby affirm that my firm:

- A. ☐ Had NO contractual or other business relationship with any of the persons or entities named below.
☐ Had relationships with any of the persons or entities as listed and described below.
- B. ☐ Have done NO work on or with respect to the site.
☐ Have done work on or with respect to the site as listed and described below.
- C. ☐ Have NOT been, NOR are currently names, a Potential Responsible Party (PRP), at this site.
☐ ARE, or WERE named a PRP at this site as listed below.

List of Potentially Responsible Parties

The Contractor must disclose any contractual or other business relationship occurring during the preceding five years between the Contractor and any person or entity who is or may be responsible for the cleanup costs of the site. The Contractor shall also disclose any work that they have previously performed at the site.

Below, please provide details of any relationship with any of the PRP's, include the type of work performed, approximate value of work performed, and when the work was performed.

Date

Signature

Type or Print

Name of Proprietorship, Partnership, or
Corporation Submitting Form

