

REVISED FEBRUARY 11, 2013

**REQUEST FOR QUOTATIONS (“RFQ”)
FOR
PROJECT MANAGEMENT SERVICES:
WATERWAY DEBRIS REMOVAL PROJECT**

**Issued by the
State of New Jersey
Division of Purchase and Property**

**PROPOSAL DUE DATE:
WEDNESDAY, FEBRUARY 13, 2013**

**New Jersey Department of the Treasury
Division of Purchase and Property
Proposal Receiving Room
33 West State Street, 9th Floor
P.O. Box 230
Trenton, NJ 08625-0230**

**REQUEST FOR QUOTATIONS (“RFQ”)
FOR
PROJECT MANAGEMENT SERVICES:
WATERWAY DEBRIS REMOVAL PROJECT**

1.0 PURPOSE AND INTENT

This RFQ is issued by the Procurement 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 RFQ is to solicit quotations from interested qualified firms that can provide FEMA-compliant Project Management Services for New Jersey’s Waterway Debris Removal Project.

The intent of this RFQ is to award a contract to that Bidder whose proposal, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

Only firms whose proposals demonstrate project management experience in FEMA-eligible waterway debris removal projects of a similar size and scope as New Jersey faces in the aftermath of Superstorm Sandy and further set forth in this RFQ will be considered for award. The size and scope of New Jersey’s waterway debris removal project is addressed in the State’s RFQ for Waterway Debris Removal Services (<http://www.state.nj.us/treasury/purchase/notices/011113a.shtml>). Experience working on behalf of a FEMA public assistance applicant shall also be required. Bidder’s experience performing waterway debris removal or debris monitoring is not a substitute for the level and type of project management experience required under this RFQ. Bidder should have significant experience overseeing statewide recovery efforts related to natural disasters including contractor management including experience in dealing with FEMA in the aftermath of major catastrophic events.

Contractors awarded State contracts for waterway debris removal services pursuant to the State’s RFQ for Waterway Debris Removal Services, shall be ineligible for an award made in response to this RFQ. If the firms already under New Jersey State contracts that provide Waterway Debris Removal Monitoring Services, New Jersey State Term Contract T-2686 and New Jersey Waivered Contract AG-065, choose to submit a proposal in response to this RFQ and if they are selected for award of the contract resulting from this RFQ for Project Management Services for New Jersey’s Waterway Debris Removal Project, they will be ineligible to receive any task orders for wet debris monitoring services under the aforementioned existing State contracts that provide services for wet debris monitoring services. Finally, Witt Associates, who provides disaster recovery and long term planning consulting services under New Jersey State Contract G8034 shall also be ineligible for an award made in response to this RFQ. Ineligibility shall also extend to any entity affiliated with an ineligible bidder including parent companies, subsidiaries, subcontractors, and entities owned in whole or in part or with close operational or financial ties.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for FEMA public assistance grant funding and is performed in accordance with FEMA regulations, policies and guidance. Qualified firms shall possess all required Federal and State licensing.

1.1 BACKGROUND

The State of New Jersey suffered catastrophic damage as a result of Superstorm Sandy, which resulted in an extensive amount of debris being washed into the State's waterways. On January 11, 2013, the State posted an RFQ for Waterway Debris Removal Services (<http://www.state.nj.us/treasury/purchase/notices/011113a.shtml>). Based on field observations and aerial reconnaissance, the State identified eleven (11) Zones ("Zones") for waterway debris removal, ranked them in terms of anticipated volume of debris, complexity of debris removal operations, and other factors. The North Region is comprised of Zones 1-2, the Central Region is comprised of Zones 3-7 and the South Region is comprised of Zones 8-11. Maps of the Zones can be found at the New Jersey Department of Environmental Protection's Waterway Debris Resources webpage: <http://www.state.nj.us/dep/special/hurricane-sandy/wwdebris.htm> The State intends to award one or more contracts for waterway debris removal ("Debris Contractors"). In addition, the State will engage one or more firms to provide debris monitoring services ("Debris Monitors").

The State is seeking the services of a Project Manager to, among other things, coordinate and provide oversight of the Debris Contractors and Debris Monitors operating in the identified Zones. The State may request the Project Manager to provide support services with regard to the contractor under Debris Removal and Management Services (RFP 001-06-2012).

1.2 PROPOSAL SUBMISSION

For Bidders that would prefer to submit their proposal electronically, proposals must be submitted with the subject line "**Project Management Services: Waterway Debris Removal Project**" to:

Roy Hambrecht
Roy.Hambrecht@treas.state.nj.us

For Bidders that would prefer to submit their proposal in hard copy, six (6) copies of the proposal (1 original, 4 copies, and 1 unbound copy) must be submitted marked "**Project Management Services: Waterway Debris Removal Project**" and addressed to:

Attn: Roy Hambrecht
Proposal Receiving Room- 9th Floor
Division of Purchase and Property
Department of the Treasury
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230

Proposals must be received by **Wednesday, February 13, 2013 at 12:00 p.m.** Eastern Standard Time.

All respondents must limit their proposals to 50 pages or less at no smaller than 12 point type.

Proposals must include all appendices and required forms listed in Section 9.0, which do not count against the 50 page limit. The forms required for submission with the proposal are set forth below. They may be downloaded from the Division of Purchase and Property's website, which is

located at <http://www.state.nj.us/treasury/purchase/forms.shtml> In the event that an RFQ/RFP number needs to be used on a form, please use “RFQ - PROJECT MANAGEMENT SERVICES: WATERWAY DEBRIS”.

Bidders should also possess, or be in the process of applying for, a New Jersey Business Registration Certificate. A copy of a valid New Jersey Business Registration must be submitted prior to contract award.

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer’s office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until the time of proposal submission from all potential Bidders. Questions shall be directed via email to:

Roy Hambrecht
Roy.Hambrecht@treas.state.nj.us

The deadline for question submission is **Monday, February 11, 2013 at 9:00 AM EST.** Questions will not be accepted after this date and time. Questions regarding the State of New Jersey Waivered Terms and Conditions and the New Jersey Travel Regulations and exceptions to mandatory requirements shall be posed during the Question and Answer period and should also contain vendor suggested changes. Answers to submitted questions shall be posted no later than Wednesday, February 13, 2013 at 10:00 AM EST on the Division’s website.

If Bidders submit any terms and that conflict with the RFQ terms or the Waivered Terms and Conditions for Services Contracts, those conflicting terms will be deemed null and void.

Communications with any other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm’s proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all proposals received in response to this RFQ, when determined to be in the State’s best interest, and to waive minor noncompliance in a proposal. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit proposals.

2.0 DEFINITIONS

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This does not include travel expenses and reimbursements as set forth in Section 5.4 of the RFQ.

Business Day – Normal work day and excludes Saturday, Sunday or State legal holiday.

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

Contractor – The bidder awarded a contract resulting from this RFQ.

Debris Contractors – Contractors performing waterway debris removal services pursuant to the contracts resulting from the State's RFQ for Waterway Debris Removal.

Debris Monitors – Contractors performing waterway debris removal monitoring services, monitoring the waterway debris removal conducted by the Debris Contractors.

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.

Eligible Debris – Waterway debris as a result of Superstorm Sandy, located within the State's area of legal responsibility or within waters overlying land owned by private entities and for which the State has obtained all necessary authorizations and approvals to enter the property and access the debris, and that meets FEMA eligibility requirements set forth at 44 C.F.R. 206.224 and applicable FEMA policy documents set forth at <http://www.fema.gov/9500-series-policy-publications>

Eligible Management Services – Management services, the costs of which meet FEMA eligibility requirements set forth at consistent with eligibility requirements set forth at http://www.fema.gov/pdf/government/grant/pa/9525_9.pdf and the statutes and regulations cited therein.

FEMA – The Federal Emergency Management Agency, which administers Public Assistance grant funding for eligible expenditures pursuant to 41 USC §5121, et seq., 44 CFR, Parts 13 and 206 and other published guidance.

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, permits, licenses, 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.

Project – Removal, transportation, disposal or recycling of waterway debris waters of the State of New Jersey pursuant to the RFQ for Waterway Debris Removal Services, and monitoring of such work.

Project Manager – The Contractor receiving the contract resulting from this RFQ.

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – State employee, or their designee, responsible for the approval of all deliverables and the main point of contact for the Contractor.

Task Order- Order sent from State to Contractor to activate resources to begin specific waterway debris removal and/or dredging work or in the case of this contract to result from this RFQ, to begin project management services.

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

2.1 ACRONYMS USED THROUGHOUT THIS RFQ

FEMA – Federal Emergency Management Agency

NJDEP – New Jersey Division of Environmental Protection

NJDOT – New Jersey Department of Transportation

NJMVC – New Jersey Motor Vehicle Commission

NJOEM – New Jersey Office of Emergency Management

OSHA – Occupational Safety and Health Administration

TDMA – Temporary Debris Management Area

USEPA – United States Environmental Protection Agency

USACE – United States Army Corps of Engineers

3.0 RFQ SCOPE OF SERVICES

The State will assign work through written Task Orders with pricing based on a not-to-exceed basis. The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

The Contractor shall work with the State Contract Manager to oversee all operations and services performed by the Debris Contractors and Debris Monitors. The Contractor shall direct, coordinate, monitor and provide the State Contract Manager with regular updates on the day-to-day status of the debris removal and monitoring work. The Project Manager shall perform all duties under this contract to ensure compliance with FEMA disaster relief regulations.

The Contractor will have authority over day-to-day operations conducted by the Debris Monitors and Debris Contractors. Such authority includes modifying operations to increase the efficiency

of the Debris Contractors in the performance of their scope of work, or if the safety of any entity involved in the Project comes into question.

Services to be performed under this RFQ shall be Eligible Management Services. Contractor may perform services under this RFQ that are not Eligible Management Services only with the express advance written authorization by the State Contract Manager.

3.1 PROJECT LAUNCH MEETING

The Contractor shall schedule and attend an initial meeting with the State Contract Manager, other key State personnel, Debris Contractors and Debris Monitors. The initial meeting must be scheduled within three (3) business days of contract award. The Contractor and its key team must provide an overview and methodology of its approach to the oversight of the Project.

3.2 WORK PLAN

Within five (5) days of the Project Launch Meeting, the Project Manager shall present for approval to the State Contract Manager, and other key State personnel, a plan for management of the Project. The Plan shall include all tasks, activities and resources, including time frames and time estimates, required to perform and complete the Project. The Plan must include, at a minimum, the following:

1. Scope of the Project: A detailed summary of the scope of the Project, to be developed in collaboration with DEP, detailing how the Contractor will provide the requisite oversight of the Project as set forth in this RFQ;
2. Project Schedule: The goal set for the Project is to achieve 75% completion by June 1, 2013. As of the date of this RFQ, the entire scope of the project has yet to be defined, and certain tasks in the Debris Contractor's contracts are anticipated to determine the amounts and locations of the Debris that is the subject of the Project. The Contractor shall initially set start dates, end dates and performance milestones to be met by the Debris Contractors and Debris Monitors in each zone utilizing the target date of June 1, 2013 for 75% completion of the Project. As the scope of the Project is more precisely defined, the Contractor shall modify this schedule accordingly, and provide the State Contract Manager with justification for any such schedule modifications. Contractor will closely monitor the Debris Contractors to ensure everything possible is done to adhere to this initial target date. The Project Schedule will be updated weekly, and each weekly update will be provided to the State Contract Manager each Monday of the contract period. If Contractor anticipates that a project milestone will not be met by the date originally anticipated, Contractor will proceed in accordance with Section 3.5 Reporting, below;
3. Resource Monitoring: Method by which the Contractor will ensure that the Debris Contractors and Debris Monitors have adequate resources (skilled personnel, equipment) in place to ensure that work is completed in accordance with the Project Schedule and with requirements of the RFQ for Waterway Debris Removal Services , including without limitation, safety and environmental compliance;
4. Reporting: Forms, reports, data, maps and other information that the Project Manager will require of the Debris Contractors and Debris Monitors to ensure consistency of data reported to the State during the course of the Project; daily and weekly reporting to the

State Contract Manager; reporting to FEMA as required or directed by the State; consolidated data base for coordination of all reports from Debris Contractors and Debris Monitors into a single report for DEP;

5. Costs: Method by which the Contractor will estimate Project costs, ensure that the Project meets cost estimates, and ensure that the Project (including costs arising from Contractor's services) are reimbursable by FEMA to the greatest extent possible;
6. Staffing: Identification of staff sufficient to manage the Project, including their respective roles and responsibilities and contact information. Contractor shall provide an organization chart for this Project that includes key personnel and contact information for Contractor as well as Debris Monitors and Debris Contractors. Contractor shall discuss how the Contractor plans on interfacing with the Debris Monitors and Debris Contractors to ensure all aspects of the Project are properly monitored and tracked.
7. Temporary Support Facilities: A proposed plan for the Contractor to establish a Temporary Support Facility each Project Region (as defined in section 3.10 herein), which plan is subject to review of and approval by the State Contract Manager.

The State Contract Manager may either approve the Plan as presented or return the Plan to the Contractor for modifications or amendments, prior to approval. The revised plan must be submitted to the State Contract Manager for approval within two (2) business days of the receipt of the request for revisions by the State Contract Manager.

3.3 CONTRACTOR OVERSIGHT

The Contractor shall oversee technical aspects of Debris Contractors' work to ensure that it is cost effective; performed in a manner that meets applicable federal, state and local environmental, historic preservation and worker safety law; minimizes environmental harm; and consistent with FEMA eligibility requirements. Technical oversight may include, without limitation, field inspections, review of Debris Contractors' designs/plans for debris removal, Debris Contractors' performance of debris removal, evaluation of debris assessments performed by the Debris Contractors, and coordination with, among others, the Debris Contractors, FEMA, and federal, state, county and local agencies and government representatives.

The Contractor shall ensure, prior to any work being performed, that any subcontractors utilized by Debris Contractors and Debris Monitors have not been disqualified from performing services within the State of New Jersey and that they possess all current and required licenses, permits and approvals to perform services for which they are retained. The Contractor shall monitor and take steps to ensure that all subcontractors retained by Debris Contractors and Debris Monitors are paid for services performed in accordance with their respective State contracts and all FEMA and other state and federal regulations. The Contractor shall monitor to ensure that subcontractors possess the staff and equipment necessary to perform the work for which they are retained.

The Contractor shall ensure that Debris Contractors and Debris Monitors correctly and accurately prepare all necessary and required documentation and forms for FEMA reimbursement.

The Contractor shall review and approve Debris Contractors' and Debris Monitors' worker health and safety plans prior to the commencement of any work on the water or in the field.

3.4 MEETINGS

The Contractor shall conduct and coordinate daily and weekly project meetings among the Debris Contractors, Debris Monitors, the State Contract Manager, and other State key personnel and agencies that may be prudent or necessary, including without limitation, NJDEP, NJDOT, NJOEM, NJMVC, FEMA, USEPA, USACE, and the U.S. Fish & Wildlife Service. The Contractor shall take minutes of the meetings and provide written notes of the meetings within two (2) days of the meeting to the State Contract Manager.

The daily and weekly project meetings may be conducted telephonically with the participants.

3.5 REPORTING

The Contractor shall prepare and provide to the State Contract Manager daily, weekly and monthly reports on the status of the work of the Debris Contractor(s) and Debris Monitor(s) ("Project Status Reports"). Daily Project Status Reports will be due by 9:00am the following day; Weekly Status Reports will be due by 9:00am on the following Monday for the week prior, and Monthly Status Reports will be due by 9:00am on the second day of the following month for the month prior. The Contractor shall address any such comments received from the State Contract Manager regarding the weekly report(s) within 3 business days. The Contractor shall address any comments received from the State Contract Manager on monthly Status Reports within 7 business days.

The Contractor shall relate the performance in the reports to the milestones set in the Contractor's Plan. If any Debris Contractor is at risk to miss a project milestone identified in the Project Schedule, the contractor will work with the applicable Debris Contractor(s) to develop a corrective action plan to ensure the project milestone in question is met, and the Contractor will monitor the implementation of that corrective action plan to ensure compliance, or present an alternative milestone date with supporting justification for the new date. The corrective action plan shall be submitted to the State Contract Manager within two (2) business days of the determination of non-compliance. Any alternative milestone date shall be developed with the overall intent of meeting the target date of 75% Project completion by June 1, 2013. Any intermediate milestone date changes that would result in the June 1, 2013 target date for 75% Project completion not being met must be approved by the State Contract Manager.

The Contractor shall maintain lists of subcontractors utilized by Debris Contractors and Debris Monitors, and include this information as part of the Contractor's Monthly Status Reports.

The Contractor shall provide and submit to the State Contract Manager all reports and documents as may be necessary to support FEMA funding.

3.6 CONSOLIDATED DATABASE

The Contractor shall maintain a consolidated database, in a format acceptable to the State Contract Manager, containing all information reported by Debris Contractors and Debris Monitors. The Contractor shall develop survey information datasets in a GIS format by converting latitudinal/longitudinal data collected by Debris Contractors through the Debris Contractor's use of side-scan sonar, LIDAR or other imaging and/or topographic maps of the

waterway floor. The GIS data will be used to aid in the debris and shoaling tracking and reporting processes. The Contractor shall:

1. Prepare data schemes and procedures to receive collected data, load into data management environment, and support reporting to the State Contract Manager and other persons or entities designated by the State Contract Manager;
2. Load and process the data on a daily basis; and
3. Provide analysis and reporting support to the State Contract Manager and/or the DEP.

Contractor shall provide all survey and scan data to State in CADD or GIS format. The data shall be geo-referenced and provided electronically in industry standard file format.

The Database shall also, include but not be limited to, the following fields:

1. Quantities of debris removed, by debris type, by zone and by Region, on a daily and cumulative basis;
2. Locations of disposal/recycling/staging/offloading of debris;
3. Number of crews working by Zone and by Region;
4. Types and numbers of equipment operating by Zone and by Region;
5. Estimated completion date of debris removal for each Zone and Region, including closure of any Offloading Sites, Vessel Aggregation Sites, Vehicle Aggregation Sites, and Temporary Debris Management Areas (as such terms are defined in the RFQ for Waterway Debris Removal Services – See Attachment A) ; and
6. Worker injuries including descriptions of injuries, fatalities, and accidents, the Debris Contractor's response/corrective action to such incidents, and recommendations for further corrective action.

Database format should be consistent with FEMA requirements, if applicable.

3.7 STAFFING

The Contractor shall have staffing sufficient to ensure performance of the work under this RFQ, including, without limitation, the following staff who will be key to performance of the work under this RFQ:

1. State Lead: The main point of contact between the Contractor and the State Contract Manager. Responsible for all communications and reporting between the Contractor and the State. Shall be available 7 days a week, 24 hours a day.
2. Region Managers: One Region Manager, with experience in, or oversight of, FEMA compliant debris removal, shall be assigned to each Region. Responsible for implementing the services set forth in this RFQ in the respective Region. Shall be available 7 days a week 24 hours a day.
3. Technical Lead: The Technical Lead has responsibility over all technical decisions made by the Contractor, and is responsible for overseeing the activities of all Technical Support Specialists, as defined below.
4. Technical Support Specialist: This category would cover various specialty areas required for completion of the Project, including, but not limited to, engineering, environmental compliance, QA/QC. Permit Coordination, Health & Safety, Certified Asbestos Inspector, GIS Specialist and staff with experience in the use of remote sensing technology in waterways (including side-scan sonar) and interpretation of data from such

technology. If Contractor has other specialties they feel are necessary for the completion of the Project that are not listed here, they would be covered by this labor category.

5. Community Relations Liaison: Responsible for all community and local government interaction as needed and as requested by the State.
6. One or more FEMA Compliance Managers: Responsible for ensuring all operations conducted by Debris Monitors, Debris Contractors, as well as the Contractor, are FEMA eligible for reimbursement to the extent possible. Bidder should have sufficient staff working under the supervision of the FEMA Compliance Manager available to address FEMA eligibility and compliance issues in all Regions in a timely manner to avoid delays in waterway debris removal.
7. Information Management Coordinator: Responsible for overall database operations and electronic reporting as required.
8. Project Scheduling Specialist: Responsible for all aspects of Project Schedule development and updates as instructed by the Contractor.
9. Inspectors: Responsible for any necessary inspections of the daily operations of either the Debris Monitors or the Debris Contractors to ensure compliance with their individual contracts and the overall objectives of this RFQ.

3.8 SECURITY

The Contractor shall develop, in cooperation with the State Contract Manager and the Debris Contractor(s) and Debris Monitor(s), security procedures to retrieve and protect recovered valuables from the time of recovery, until the time the valuables are turned over to the State or otherwise disposed. For the purpose of this paragraph, the term valuables shall include, but is not limited to, items of personal property with considerable value, such as watches, necklaces, bracelets, rings, earrings, and other items of jewelry, artifacts made of precious metals such as gold, silver and copper, and artwork such as paintings or sculpture, regardless of the condition in which they are found. At a minimum, the procedures shall address:

1. Such measures shall include, but not be limited to, the requirement that crew members be bonded, the procedure to identify valuables at the time they are recovered and to immediately secure them, and the requirement to provide a daily inventory of recovered valuables to the State Contract Manager;
2. A plan to store recovered valuables until the time the valuables are turned over to the State. Such plan may include: the requirement to provide a storage facility to house the valuables, and the security measures to protect the valuables while in storage; and
3. A plan to turn the valuables over to the State.

3.9 COMMUNITY INVOLVEMENT

The Contractor shall support the State's interaction with local governments (municipalities and counties) in which waterway debris removal work is being performed, including participation in meetings with county and municipal governments.

3.10 TEMPORARY SUPPORT FACILITIES

Contractor shall provide temporary support facilities; one strategically located in each of the 3 (three) identified Project Regions, to utilize as office facilities for Contractor's Regional Managers and support staff. Such temporary facilities will include all items necessary to run the Contractor's daily operations, including, but not limited to, office trailers, trailer cleaning services, trash collection services, temporary sanitary facilities, office furniture, computers,

telephone, internet and fax services, temporary electric service, etc. The State Contract Manager may be able to provide office space to the Project Manager for Temporary Support Facilities. To the extent the Contractor provides its own Temporary Support Facilities, Contractor will be responsible for 24 hour security of these facilities. Office trailers shall have sufficient space for the State Contract Manager to operate from on an as needed basis.

3.11 LAND BASED DEBRIS SUPPORT SERVICES

The State may require that the Project Manager provide limited administrative support services related to Debris Removal and Management Services (RFP 001-06-2012 – land-based debris), associated with Super Storm Sandy. If the State requests any services related to RFP 001-06-2012, the Project Manager will prepare a budget based on its prices bid for this contract. If the State approves the work, it will issue a separate task order with a not to exceed clause.

4.0 REQUIRED COMPONENTS OF THE RFQ

Proposals in response to this RFQ must respond to each of the following requests in the order indicated.

4.1 TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

4.2 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to 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 and skill necessary to successfully complete the Contract. This narrative should demonstrate to 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 RFQ 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 demonstrate to the State that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.3 CONTRACT MANAGEMENT

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the bidder's approach to communication with the Debris Contractors, Debris Monitors, State Contract Manager, FEMA and other agencies including, but not limited to, status meetings, status and progress reports, etc.

4.4 CONTRACT SCHEDULE

The bidder shall include a contract schedule. If key dates are a part of this RFQ, the bidder's schedule shall incorporate such key dates and shall identify the completion date for each task and sub-task required by the Scope of Services. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder shall identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

The bidder should be mindful of the time-critical nature of the work associated with this contract and the Governor's mandate to have the New Jersey shore largely restored by the summer of 2013. Therefore, the State is requiring that the debris removal and dredging projects be 75% completed no later than June 1, 2013.

4.5 POTENTIAL PROBLEMS

The bidder shall set forth a summary of any and all problems that the bidder anticipates during the term of the contract, including those problems related to the completion of work by the summer of 2013. For each problem identified, the bidder should provide its proposed solution.

4.6 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall 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 its ability to perform the services required by this RFQ.

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.7 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one, including, the individual's experience with FEMA debris requirements and waterway debris removal activities. Bidder should provide an individual's experience reflective of the Staffing Requirements set forth in Section 3.7 of this RFQ. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate 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 RFQ.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.8 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with any projects involving removal of waterway debris and other projects of a similar size and scope, which projects were subject to FEMA reimbursement. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.8.1 ADDITIONAL EXPERIENCE OF BIDDER

Bidder should have significant experience overseeing statewide recovery efforts related to natural disasters including contractor management. Bidder should have experience in dealing with FEMA in the aftermath of major catastrophic events.

Bidder should have significant experience with data management related to hurricanes, tropical storms, or similar natural disasters.

4.9 CAPABILITY OF BIDDER

The bidder shall include a description of resources of the firm (i.e., background, location, experience, staff resources, financial resources, other resources, etc.).

4.10 LOCATION

The bidder should include the location of the bidder's home office that will be responsible for managing the contract. The bidder should include the name, telephone number, email address, and fax number of the individual to contact. Contractor shall establish an office for the State Lead for the duration of the project, the location of which shall be in close proximity to Trenton, or in a location between Trenton and the Project area. State Lead shall be available to meet with State Contract Manager, and/or other NJDEP personnel as needed in NJDEP's Trenton offices, or other locations as determined necessary. The Contractor will provide the State with contact information for this office, including phone and fax numbers, once this office is established.

4.11 COST PROPOSAL

As part of its proposal, the Bidder is to set forth its task based prices and hourly rates in accordance with the Price Schedule.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **one (1) year**. The contract may be extended for all or part of one (1) additional year, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing or rates more favorable to the State.

5.1 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 quote submitted in response to this RFQ. 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 quote. 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.

5.2 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 \$5,000,000 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.

5.3 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 rights, 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.

5.4 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel Expenses and Reimbursements shall be made to the Contractor as follows:

The Contractor agrees to adhere to the General Services Administration (GSA) published travel rules and rates to include disaster specific amendments in accordance with the Federal Travel Regulations to the extent the travel expenses are reimbursable under this RFQ as set forth in subsection (a) through (d) below. Reimbursable expenses shall be limited to the following:

- a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
- b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA or other funding agencies require same);
- c) Lodging limited to the maximum current GSA per diem rate to include GSA- or FEMA approved lodging waivers;
- d) Rotation airfare for Consultant employees or approved Sub-consultants will be reimbursed based on the Consultant travel policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the Client;
- e) Mileage for Consultant privately owned vehicles at the current New Jersey rate of 31 cents per mile; and

- f) Car rental, only as approved by State Contract Manager, at rates equal to, or lower than, the State's rental car contract, M0064, located on the Division's website at http://www.state.nj.us/treasury/purchase/nea/contracts/m0064_12-r-22550.shtml

5.5 MAINTENANCE OF RECORDS

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall maintain all records related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five year mark may be necessary and will be directed by the State.

The Contractor shall provide protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

6.0 COST PROPOSAL

The price schedule is attached (Attachment A) to this RFQ. Failure to submit all requested pricing information will result in the bidder's proposal being considered materially non-responsive.

- Project Labor – Bidder will provide all-inclusive labor rates for each of the labor categories listed. The Estimated Project Hours are estimated for bidding purposes only, and do not represent any guarantee of hours to be incurred under this Contract. The actual labor hours used may be greater or less than the estimated bid quantities. Payment will be based on the actual hours approved by the State contract Manager. No additional compensation shall be payable due to an under-run in bid quantities.
- The bidder shall multiply the all-inclusive hourly rates bid by the number of estimated hours for each labor category to arrive at the Bid Price Extended in the furthest column on the right side of the bid sheet.

Note that the Technical Support Specialist labor category covers multiple disciplines as described in Section 3.7 of the RFQ. One all-inclusive hourly rate is to be bid for this category and should be applicable to all of the technical support disciplines utilized by the contractor during the duration of the Contract, with the exception of any labor categories with separate bid descriptions.

- Project Temporary Support Facilities – Mobilization/Demobilization– Bidder will provide separate all-inclusive mobilization and demobilization lump sum bids for 1 Project Temporary Support Facility per Section 3.10. The bidder shall multiply these lump sum bids by 3 to account for the 3 Project Regions, to arrive at the Bid Price Extended for each of these line items in the furthest column on the right side of the bid sheet.
- Project Temporary Support Facilities – Weekly Rate – Bidder will provide an all-inclusive weekly rate for 1 Regional Project Temporary Support Facility that meets the minimum

requirements defined in Section 3.10. The estimated weeks provided on the Bid Sheet is the estimated project duration of thirty weeks multiplied by 3 to account for each of the separate regional support facilities required by this RFQ. Bidder will then multiply the Weekly Rate by ninety to arrive at the Bid Price Extended in the furthest column on the right side of the bid sheet.

- Total Bid Price – The total of all amounts entered in the furthest column on the right side of the bid sheet, which will be the Bidder’s total bid in response to the RFQ.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with Section 6.0 above.

8.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an Evaluation Committee. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ.

- The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ;
- The qualifications and experience of the bidder’s management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Evaluation will be on submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ. The bidder should highlight contracts for FEMA-eligible and reimbursable work and outline results of Office of Inspector General audits related to those contracts, if applicable;
- The overall ability of the bidder to undertake and successfully complete the contract in a cost efficient yet timely manner. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed, the availability and amount of resources and equipment able to be immediately mobilized, and the bidder’s contract management plan, including the bidder’s contract organizational chart and compliance and contingency plans; and
- The Bidder’s cost proposal.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State’s best interests and to maximize the State’s ability to get the best value. Therefore, bidders are advised to submit their best technical and price quotes in response to this RFQ, because the State may, after evaluation, make a contract award

based on the content of these initial submissions, without further negotiation 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.

8.2 STATE 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.

8.3 PROGRAM EFFICIENCY ASSESSMENT

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

9.0 ADDITIONAL REQUIREMENTS

The documents listed below must be completed and submitted with the Bidder's quotation. They may be downloaded from the Division of Purchase and Property's website, which is located at <http://www.state.nj.us/treasury/purchase/forms.shtml>

- Ownership Disclosure Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Disclosure of Investigations and Other Actions Involving Bidder Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Disclosure of Investment Activities in Iran
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Certification of MacBride Principles and Northern Ireland Act of 1989
<http://www.state.nj.us/treasury/purchase/forms/MacBride.pdf>
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program).
http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf
- New Jersey's Waivered Terms and Conditions for Services Contracts
<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

- Source Disclosure Certification Form
<http://www.state.nj.us/treasury/purchase/forms/sdcertificationform.pdf>
- Two-Year Chapter 51/EO 117 Vendor Certification and Disclosure of Political Contributions
http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf
- Insurance Certificate

NOTE: A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/>