

**REQUEST FOR QUOTATIONS
FOR
DISASTER DEBRIS REMOVAL AND MANAGEMENT SERVICES**

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

**Date Issued: November 23, 2012
Date Revised: December 5, 2012**

**Responses Due by 2:00 p.m. Eastern Time on:
Friday, December 14, 2012**

**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
DISASTER DEBRIS REMOVAL AND MANAGEMENT SERVICES**

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 N.J. Department of Environmental Protection (“NJDEP”). The purpose of this RFQ is to solicit proposals from interested qualified firms and engage in a contract to provide FEMA-compliant disaster debris removal and management services to State and Local government entities for specific projects in their jurisdiction.

The intent of this RFQ is to award a contract to responsible and qualified bidders whose proposals, conforming to this RFQ, are most advantageous to the State, price and other factors considered. The State intends that this work to be performed pursuant to contract(s) between the State and a debris removal and management contractor will be utilized by State and local governmental entities. The Contracting Entity will assume ownership of the debris upon collection and removal, including proceeds from recycling or other disposal. The State may award one or more contracts, up to four, for disaster debris removal and management services if deemed in the State’s best interest, price and other factors considered.

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 performed in accordance with FEMA regulations, policies and guidance. Qualified firms shall either possess a New Jersey A-901 license or be willing to apply for such licensure with the N.J. Department of Environmental Protection, pursuant to N.J.S.A. 13:1E-1 et seq., N.J.A.C. 7:26-3.2 and N.J.A.C. 7:26G-7. Firms must be registered pursuant to the Contractor Registration Act with the Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.48 et seq. Both the A-901 license and Public Works Contractor Registration Certificate must be possessed by the Contractor; this requirement cannot be assigned to a subcontractor.

1.1 BACKGROUND

The State of New Jersey is divided into 22 Solid Waste Management Districts consisting of its 21 counties and the Meadowlands. Each district operates under its own solid waste management plan (“District Solid Waste Plan”). Governor Chris Christie signed Executive Order 104 (“EO 104”) declaring a State of Emergency in New Jersey related to the aftermath of Hurricane and Post-Tropical Cyclone Sandy, which caused massive property damage and loss of life. President Obama declared New Jersey a “major disaster area” on October 30, 2012. The State is currently working with FEMA to obtain all appropriate types of assistance, including assistance with debris removal and associated debris monitoring. The procurement process associated with this RFQ will be conducted in accordance with FEMA regulations and guidance as well as applicable State law. The State previously engaged a firm to perform public exigency emergency debris removal in the days immediately following the storm. Despite the emergency work already completed, it is estimated that approximately 3 million cubic yards of debris still requires proper removal and disposal or recycling. This figure is an estimate based on debris estimates from the Federal Emergency Management Agency and information made available through the NJDEP. However, please note that the intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services

are warranted. Therefore, bidders should be cognizant that the State may require disaster debris removal and management services unrelated to current post-Sandy recovery efforts and therefore should not base their pricing solely upon the current situation in the State.

Contracts resulting from this RFQ are to be used only for longer term recovery projects related to Hurricane and Post-Tropical Cyclone Sandy and other emergent debris removal projects activated by any future State of Emergency declared by the Governor in the event that the State's counties, municipalities, other governmental entities or State agencies cannot effectively perform debris removal and management in their own jurisdictions. It should be noted that municipalities that have current, ongoing debris removal projects will not be obligated to transition to a new contractor in the midst of these projects. However, all future Task Orders must be issued to the contractor(s) under this RFQ. For purposes of FEMA Public Assistance grant funding, the Contracting Entity will be the named Public Assistance Applicant or Subgrantee.

1.2 PROPOSAL SUBMISSION

Six (6) copies of the proposal (1 original, 4 copies, and 1 unbound copy) must be submitted marked **“Disaster Debris Removal and Management Services”** and addressed to:

Attn: Jonathan Wallace
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

The proposal submission date has changed. Proposals must be received by Friday, December 14, 2012 at 2:00 p.m. Eastern 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, 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 website at <http://www.state.nj.us/treasury/forms.html#pb> In the event that an RFQ/RFP number needs to be used on a form, please use “RFQ-DDRM”.

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program.
- Waivered Terms and Conditions for Services Contracts
- Vendor Certification - Executive Order #129 Compliance
- A-901 License or Proof of A-901 License Application Submission and Supporting Documentation
- Certification of Non-Debarment (Attachment 2)

NOTE: 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. Bidders also must be registered pursuant to the Contractor Registration Act at the time of proposal submission and provide a copy of their Public Works Contractor Registration Certificate prior to contract award. Bidders not yet registered may request expedited review with the submission of the application and appropriate forms located at: http://1wd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf

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 ADDITIONAL INFORMATION

Communications with 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, oral interviews 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

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.

Contracting Entity - The State agency or local government entity that is contracting for emergency debris removal and management services with a Contractor engaged pursuant to this RFQ. The Contracting Entity is typically the same entity to which a FEMA Public Assistance subgrant is awarded and is accountable to the Grantee for the use of the funds provided.

Debris Management – Term used to describe the processes subsequent to debris removal from public property or right-of-way, including but not limited to processing, transportation, disposal and recycling.

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.

District Solid Waste Plan – Solid waste management plan developed by one of the State's 22 Solid Waste Management Districts pursuant to the New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.)

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, 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.

Grantee – The government to which a FEMA Public Assistance grant is awarded by the Federal Government and is accountable for the use of the funds provided. The Grantee is typically the State.

Municipality – Any city, town, borough, township or other political subdivision of the State. This shall also include intra- and inter-municipal instrumentalities, such as sewerage authorities.

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.

Solid Waste Management Districts - The New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) established a comprehensive system for the management of solid waste in New Jersey. The Act designated all twenty-one (21) of the state's counties, and the Hackensack Meadowlands District, as Solid Waste Management Districts, and mandated that the Boards of Chosen Freeholders and the Hackensack Meadowlands Development Commission develop comprehensive plans for waste management in their respective districts.

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

Task Order- Order sent from Contracting Entity to Contractor to activate resources to begin a specific debris removal and management project. Task Order may also include initial contact from the State to the Contractor to notify of imminent need of Contractor resources in response to a State of Emergency declared by the Governor.

2.1 ACRONYMS USED THROUGHOUT THIS RFQ

ACM – Asbestos Containing Materials

ADMS – Automated Debris Management System

C&D – Construction and Demolition

COM – County Operations Manager

EPA – Environmental Protection Agency

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

HHW – Hazardous Household Waste

MOM – Municipal Operations Manager

NESHAP - National Emission Standards for Hazardous Air Pollutants

NIMS – National Incident Management System

NJDEP – New Jersey Division of Environmental Protection

NJMVC – New Jersey Motor Vehicle Commission

NJOEM – New Jersey Office of Emergency Management

OSHA – Occupational Safety and Health Administration

PCB – Polychlorinated Biphenyl

SBE – Small Business Enterprise

SOM – State Operations Manager

TCLP – Toxicity Characteristic Leaching Procedure

TDMA – Temporary Debris Management Area

TSCA – Toxic Substance Control Act

3.0 RFQ SCOPE OF SERVICES

Planning for debris removal and management operations is a function of the State's agencies and political subdivisions. Local governmental entities may also use their own forces and equipment to perform clearing, removal and disposal and recycling of disaster generated debris in addition to any services that they may request through the State from the Contractor. The State will assign a State Contract Manager. Each Contracting Entity will assign a Debris Manager and will establish a debris management staff. The State Contract Manager will provide overall coordination between the Contractor(s)' State, County and Municipal Operations Managers and the Debris Managers. The State will be the primary point of contact for the Contractor up to and including issuance of the first Task Order which authorizes Contracting Entities to issue subsequent Task Orders. The State will thereafter resolve overall contract administration and regional issues between entities using this contract. Following issuance of the initial Task Order by the State, Contracting Entities will assume primary coordination authority with the Contractor for all Task Orders issued by them. Each Contractor will forward copies of all Task Orders issued to the State Contract Manager.

The State intends to execute up to 4 debris removal and management contracts to assist longer-term recovery efforts and to assist State and local government entities in the event that these jurisdictions cannot effectively perform debris removal and management services as a result of a State of Emergency declared by the Governor. It is anticipated that any Task Orders for debris

removal projects will now be issued to the newly awarded Contractors upon award and execution of these Contracts. Each Contractor holding a debris removal and management contract will serve as a General Contractor for the purpose of debris removal and management operations, and will be able to use its own and subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor will utilize subcontractors, with the expectation that those subcontractors will be members of the local workforce whenever possible. The Contractor will obtain Certifications of Non-Debarment from its subcontractors. (Attachment 2). The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

Debris removed must be transported by A-901-licensed firms or firms in a lease arrangement with the Contractor. Debris may only be disposed or recycling at facilities authorized by the state in which they are located.

The Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads within New Jersey and across state boundaries. An automated Debris Management System (ADMS) for managing the weight ticketing and accounting process may be utilized. The Contracting Entity reserves the option of allowing or disallowing the use of any ADMS as a substitute for the paper ticketing process.

The Contractor, and any subcontractors or lessees, must comply with applicable District Solid Waste Plans. The NJDEP or the County can waive District solid waste flow requirements and authorize disposal of solid waste at other locations to be identified by the Contractor. Summaries of District Solid Waste Plans are set forth at the NJDEP website: www.nj.gov/dep/dshw/recycling/03cplsum.htm

The Contractor must be duly licensed to perform the work in accordance with the State of New Jersey statute, regulations, guidance, and District Solid Waste Plans. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract.

There is no guarantee of work for this contract. The quantity of work required to complete this contract is estimated. There is no minimum quantity of work stipulated in this contract. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Form (Attachment 1). Payment will be made at the unit rates proposed. Should hourly rates be used to pay for certain equipment, and then preventative maintenance not in excess of 15 minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds 15 minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Contracting Entity.

The Contractor shall be responsible for any damage to private or public property that results from its debris collection and removal activities. Disagreements will be settled through negotiations between the Contractor and the State Contract Manager. Repair of damaged areas will be performed immediately. The affected area or item will be restored to equal or better than its original condition. The Contractor shall supply the State Contract Manager with semi-monthly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private Contractor.

All work must be performed and records must be maintained in compliance with FEMA law, regulations, guidance and policies, and applicable New Jersey law.

The Contractor shall ensure that wherever non-English-speaking crews are utilized, at least one crew supervisor must be fluent in English.

Within 2 days of contract award by the State, the Contractor will be required to participate in a kick-off meeting with the NJDEP and other State agencies and local governmental entities as necessary or prudent, prior to mobilization.

3.1 CONTRACT ACTIVATION

When a major disaster occurs or is imminent, the State will initially send out an Alert to the selected Contractor(s). This Alert will serve to activate the lines of communication between the Contractor representatives and the State and may require the Contractor to send an Operations Manager to the State within 24 hours to begin planning for operations and mobilization, as well as pre-staging of resources as required. Subsequently, the State will identify those Contracting Entities that are authorized to issue further Task Orders to the Contractor. For post-Sandy recovery work, this initial Alert will be waived and the State Contract Manager will issue a Notice to Proceed and provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the Contractor to execute the required performance and payment bonds referenced in Subsection 8.3, *Bid, Payment and Performance Bond*, and will provide the necessary cost estimate to the Contracting Entity.

Specific work authorizations by the Contracting Entities will be through written Task Orders. Task Orders will define, among other relevant items, the job to be accomplished, location of job, time frame for completion, and rates to be used. (Sample Task Order Form: Attachment 3). The Contractor may ask the Contracting Entity to sign an Agreement. The Contracting Entities may negotiate the form of the Agreement as long as it incorporates all Contract documents including but not limited to this RFQ, the price sheet, the State's Standard Terms and Conditions and the Task Order.

The first Task Order from the State should be received by the Contractor and identified Contracting Entities within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional Task Orders will be issued by those Contracting Entities indicated in the State's order for the debris removal and management within the State. Contractor invoices for services performed under any Task Order issued by a Contracting Entity should be presented

for payment to that body. The Contractor shall provide an Operations Manager for each Contracting Entity that initiates a Task Order for services. This Operations Manager will coordinate all activities of the Contractor within the boundaries of the Contracting Entity and with the Entity's staff. The Operations Manager must be on site within the boundaries of the Contracting Entity before any debris is removed.

The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 24 hours—25%; 60 hours—50%; 96 hours—75%; and 120 hours—100%, unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the State and/or Contracting Entities may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall perform in accordance with each Task Order for those cities, counties, towns and state agencies authorized by the State. Each Task Order will be uniquely and sequentially numbered by each agency.

Debris removal will be limited to debris in, upon, or brought to public streets and roads, right-of-ways, the Contracting Entity's properties and facilities, and other public sites, unless expressly authorized in writing by the Contracting Entity. All activity associated with debris loading and transporting in public areas shall be performed during visible daylight hours only, unless night transporting is authorized by the Contracting Entity and/or NJDEP, N.J. Office of Emergency Management ("NJOEM") and/or FEMA ("Night Authorization"). The Contractor will be responsible for determining the method and manner of debris removal operations, consistent with this Scope of Work. The Contractor shall use only Temporary Debris Management Areas ("TDMAs") that are approved by NJDEP and the Contracting Entity. Final disposal sites must be approved by the Contracting Entity to ensure that the debris is disposed of at a site that is most cost-efficient to the Contracting Entity.

The Contractor will be responsible for the lawful disposal and recycling of all debris and debris reduction byproducts generated at all TDMAs. Chipping, shredding or grinding of debris at a TDMA shall be limited to vegetative debris. Grinding, shredding or chipping of construction and demolition ("C&D") debris at a TDMA is strictly prohibited. The Contractor shall keep the use of TDMAs to a minimum. The Contractor shall obtain a list of approved TDMAs from the NJDEP prior to mobilization. If the Contractor determines that existing TDMAs are insufficient to handle anticipated volumes of debris within the boundaries of the Contracting Entity, the Contractor shall work with the Contracting Entity and NJDEP to identify alternate or additional TDMAs. Any alternate or additional TDMAs must be approved by NJDEP. The State reserves the right to designate regional TDMAs to serve multiple counties and/or municipalities. The Contractor shall manage debris pickup TDMA operations to coincide with transporting operations during daylight hours, 7 days per week or as defined in the Night Authorization. The Contractor shall be responsible for the mobilization, operations and demobilization at TDMAs established or utilized by the Contractor. The Contractor shall also be responsible for the remediation and restoration of TDMAs to their pre-use condition.

3.2 OPERATIONS MANAGEMENT

3.2.1 STATE OPERATIONS MANAGER ("SOM")

The Contractor shall assign and provide a State Operations Manager ("SOM") to report to the State Contract Manager for all regional contract coordination issues and to report to the Contracting Entity's Debris Manager for coordination of all Contractor activities under Task Orders issued by that entity. The assigned SOM must be knowledgeable of all facets of the

Contractor's operations and have authority in writing to commit the Contractor. The SOM shall be on call 24 hours per day, seven days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangement for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The SOM will participate in daily meetings and disaster exercises, functioning as a source to provide essential information. This position will not require constant presence; rather the SOM will be required to be physically capable of responding to the State Contract Manager, and to any assigned Debris Manager, within two hours of notification. The SOM shall provide the State Contract Manager with a daily report on each Municipality and County for whom the Contractor is performing work. This report shall include without limitation:

- Date that debris removal commenced;
- Volume or tons of debris removed in the prior 24 hour period;
- Volume or tons of debris removed on a cumulative basis to date of the report; and
- For the prior 24 hour period and on a cumulative basis, tons or cubic yards of debris:
 - Transported to a TDMA;
 - Transported from a TDMA to a disposal or recycling facility and the name(s) of such facilities; and
 - Transported directly from the municipality to a disposal or recycling facility, and the name(s) of such facilities.
- Types and numbers of equipment operating.
- Estimated completion date of debris removal, including closure of any TDMA's.

3.2.2 COUNTY OPERATIONS MANAGER (“COM”)

In each County of the State where the Contractor is performing work pursuant to this Contract, the Contractor will provide a County Operations Manager (“COM”) to serve as the principal liaison with the SOM, County officials and the Contractor's staff, subcontractors and lessees that are performing work in the County. The COM shall assist the State and counties in the dissemination of information regarding pick-up schedules, disposal methods, ongoing activities and self-help. The assigned COM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor. The COM shall be on call 24 hours per day, seven days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangement for on-site accommodations. This electronic linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The COM shall report to the SOM and County Solid Waste Coordinators as necessary to keep all parties informed of the debris removal and management operations. While this position will not require constant presence, the COM will be required to work a full workday, typically more than eight hours per day, and be on call and capable of responding to the NJOEM, NJDEP, County or other State agencies as appropriate or necessary within 30 minutes of notification. The COM shall be National Incident Management System (“NIMS”) compliant and shall maintain records of such training and provide documentation to this effect. 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 review and audit upon request pursuant to N.J.A.C. 17:44-2.2.

3.2.3 MUNICIPAL OPERATIONS MANAGER (“MOM”)

In each Municipality of the State where the Contractor is performing work pursuant to this Contract, the Contractor will provide a Municipal Operations Manager (“MOM”) to serve as the principal liaison with the COM, the Debris Manager and the Contractor’s staff, subcontractors and lessees that are performing work in the Municipality. The MOM shall supervise all of Contractor’s operations at the municipal level. Depending on the magnitude and complexity of the debris removal and management operations, the State may permit a MOM to supervise Contractor operations in more than one municipality. The Contractor shall seek approval from the State Contract Manager, NJDEP and all affected municipalities before implementing this practice. The MOM shall be on call 24 hours per day, seven days per week and shall report to the COM as necessary to keep the COM informed of the debris removal and management operations. While this position will not require constant presence, the MOM will be required to work a full workday, typically more than eight hours per day, and be on call and capable of responding to the NJOEM, NJDEP, County or other State agencies as appropriate or necessary within 30 minutes of notification.

3.3 WORKER SAFETY

The Contractor shall supervise and direct all work related to both debris collection/transport and management of TDMA(s), ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor(s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor, and its subcontractor(s) and/or personnel, shall comply with all applicable Federal, State, County and local safety and health protection codes, laws, ordinances, and rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

The Contractor shall notify in writing owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the Contracting Entity has occurred.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate Federal, State, County and local authorities, including the Contracting Entity and State Contract Manager. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

3.4 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. A copy of a valid New Jersey Business Registration must be submitted prior to contract award.

The Contractor must be duly licensed to perform all work in accordance with the statutory

requirements of New Jersey. The Contractor shall be responsible for determining what permits are necessary to perform the contract. The Contractor shall obtain all permits necessary to complete the work and shall make these available to the State and Contracting Entity prior to commencing work.

The necessary permits shall include, without limitation, an A-901 license pursuant to the requirements of N.J.S.A. 13:1E-128, 133, and 135, a valid and current Public Works Contractor Registration pursuant to N.J.S.A. 34:11-56.48 et seq., and a certificate of public convenience and necessity pursuant to N.J.S.A. 48:13A-6.2. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal and are the responsibility of the Contractor. The Contractor's use of only A-901 licensed subcontractors is not sufficient to fulfill the Contractor's obligation to hold an A-901 license. A copy of the A-901 license, Public Works Contractor Registration Certificate and certificate of public convenience and necessity must be furnished to the State prior to contract award.

The Contractor shall also obtain any and all permits and approvals required by the New Jersey Air Pollution Control Act and the regulations promulgated thereunder, N.J.A.C. 7:27-1 et seq., for the operation of stationary equipment (e.g., grinders, chippers, shredders). Any stationary equipment operated in the performance of this work shall be located at a site to minimize air quality impacts on the surrounding community (e.g., diesel emissions, odor).

The Contractor shall be responsible for correcting conditions subject of any notices of violations or other enforcement action issued as a result of the Contractor or subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the State and/or municipalities.

3.5 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the Contracting Entity (and to the State Contract Manager, if requested) all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and State requirements.

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, or any authorized auditor, for audit and review upon request. Record retention beyond the five year mark may be necessary and will be directed by the State.

The Contractor shall be responsible for providing protecting storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

3.6 FEDERAL AID HIGHWAYS

FEMA Fact Sheet 9580.214 "Debris Removal on Federal-Aid Highways", (Oct. 28, 2012) is applicable to debris removal from federal aid highways. The Contracting Entities know which streets and highways within their jurisdiction qualify as Federal Aid Highways. The Debris

Manager will advise the Contractor whenever debris clearing or removal work is being performed on one of these highways.

FHWA has required contract provisions that must be included in all Federal Aid Projects. These provisions are included in Attachment 4.

3.7 DEBRIS REMOVAL, RECYCLING AND DISPOSAL

3.7.1 GENERAL REQUIREMENTS

The work shall consist of clearing and removing disaster generated debris as directed by the Contracting Entity. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. Every attempt should be made to sort debris by type at curbside. The Contracting Entities will prescribe the specific schedule to be used for debris pickup after ascertaining the scope and nature of the disaster's impacts. TDMAs will be identified for the temporary storage and reduction of vegetative and woody debris only. Every effort should be made to avoid the use of TDMAs. The entities will pre-site emergency debris sites to the extent feasible. The necessary emergency permits for all TDMA sites will be the responsibility of the State agencies and local government entities.

The Contractor will operate the TDMAs and only Contractor vehicles and others specifically authorized by the Contracting Entities will be allowed to use the sites. Designated drop-off sites may also be established. The Contractor will be responsible for removing all debris from those sites daily.

The Contractor shall be familiar with the requirements of District Solid Waste Plans, including flow control restrictions. The Contractor will be notified by the State or Contracting Entity in the event that flow control restrictions are waived or modified.

The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract. All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. During the course of this contract, and once operations have commenced, the Contractor shall not relocate any equipment or labor assets, including subcontractors, from one Contracting Entity to another without giving 24 hours advanced notice of the intended relocation to all affected parties. In addition to this requirement for advanced notice, the Contractor will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood. The debris, once loaded and removed from the public right-of-way or other public property, shall remain the property of the Contracting Entity, unless otherwise negotiated by the Contractor. Any revenue generated from the sale, recycling or disposal of disaster-generated debris shall accrue to the Contracting Entity. The Contracting Entity will provide TDMAs, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.

Work may include, but not be limited to:

- Constructing TDMAs, as required and directed, at locations selected or approved by the Contracting Entity

- Loading and hauling debris from public rights-of-way and public property to TDMAs, or authorized disposal facilities, and dumping
- Managing and operating the TDMA and loading debris reduction byproducts for hauling and disposal
- Performing debris by-product recycling programs, as negotiated and approved by the entities
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility
- Providing traffic control during debris loading operations on public rights-of-way

Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the Contracting Entity during the period of this contract.

3.7.1.1 MIXING OF DEBRIS

Under no circumstance will the Contractor mix unauthorized debris transported from different municipalities or counties. Contractors will not mix debris being transported for different Contractors and regions unless authorized by the Contracting Entity and/or FEMA authorities, and if such mixing would be a violation of a District Solid Waste Plan.

3.7.2 CURBSIDE SEGREGATION

Curbside segregation of debris and direct hauling to disposal or recycling facilities is preferred over staging debris. Typical segregation categories include putrescible municipal solid waste (MSW) (primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, wet cardboard requiring immediate disposal), construction and demolition debris, uncontaminated green waste (or vegetative waste), white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside).

Contractor shall prepare a plan for NJDEP's and the Contracting Entity's approval detailing how it will communicate with residents to encourage the curbside source separation of debris so that materials can be directly transported to final disposal or recycling facilities without the need for staging.

To the extent possible, counties and municipalities are expected to maintain their normal solid waste and recyclables collection schedules, and the Contractor shall not perform this service.

3.7.3 DEBRIS CLASSIFICATION

Curbside segregation of debris and disaster-generated or related wastes is an element of a Contracting Entity's disaster recovery debris removal and management plan. The debris removal and management Contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following categories. The types of debris as defined in N.J.A.C. 7:26-2.13 are shown in parentheses next to each debris category:

- Vegetative Waste (Type 23)
- Construction and Demolition ("C&D") Waste (Type 13C/Type 27A)
- Hazardous Household Waste ("HHW")
- Putrescible Municipal Solid Waste (Type 10)

- White Goods/Household Appliances (Type 13)
- Scrap Metal
- Soil, Sediment, Silt and Sand
- Electronic Waste

3.7.3.1 VEGETATIVE WASTE

The Contractor is responsible for the disposal of whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material that has already been separated or required no separation and has been placed on the right-of-way for collection.

A cubic yardage rate is associated with mechanical collection and transportation of vegetative debris from a public right-of-way. An alternative option is that the Contractor may be directed by the Contracting Entity or Debris Monitor, to chip this material and leave on-site where feasible.

Final recycling or disposal will depend on market needs and opportunities for alternative use (e.g., biomass). This debris may be managed by burning if authorized by NJDEP. (TDMA Burning and Grinding Guidelines, Attachment 5).

The Contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the Contracting Entity. The Contracting Entity will provide a detailed scope of work including a description of the trees or limbs to be removed and the Contractor will provide a lump sum cost estimate based upon unit prices from Items 12 through 17 of Part A of the Price Proposal Form. A separate Task Order will then be issued by the Contracting Entity for each approved scope of work.

3.7.3.1.1 REMOVAL OF HAZARDOUS LIMBS (HANGERS) FROM RIGHTS OF WAY

Contractor shall remove limbs greater than 2” in diameter that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and which are located on improved public property.

All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

3.7.3.1.2 REMOVAL OF HAZARDOUS TREES (STANDING LEANERS)

The Contracting Entity or its designated agent (i.e., municipal tree wardens) will be responsible for evaluating trees and shall designate trees as hazardous or nonhazardous. Hazardous trees shall be marked by the Contractor and removed by the Contractor or the Contracting Entity if:

- Its condition was caused by the disaster;
- It is an immediate threat to lives, human health and safety or improved property;
- It is 6 inches or more in diameter when measured at breast height; and
- One or more of the following are met:
 - It has a split trunk or broken branches that expose the heartwood.
 - It has fallen or been uprooted within a public use area.

- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with vegetative debris for collection by the Contractor. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level. Contractor shall bring debris to the nearest designated TDMA for appropriate disposition.

3.7.3.1.3 REMOVAL OF FALLEN TREES

The Contracting Entity shall confirm for the Contractor the removal of fallen trees from the public right-of-way. The Contractor shall cut and remove a fallen tree that extends onto the right-of-way from private property at the point where it enters the right-of-way. Contractor shall bring debris to the nearest designated TDMA for appropriate disposition.

3.7.3.1.4 REMOVAL OF HAZARDOUS STUMPS

Management of this debris type must be consistent with FEMA Recovery Policy RP9523.11 entitled Hazardous Stump Extraction and Removal Eligibility, dated May 1, 2006 (review date May 1, 2009), as it may be amended.

The Contractor may be required to remove hazardous stumps that have not been fully uprooted by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the State agency/local governmental entity. The Contracting Entity will use the Hazard Stump Worksheet, Attachment 6, to facilitate the process. The Contracting Entity will provide a detailed scope of work including a description of the stumps to be removed, and the Contractor will provide a lump sum cost estimate based upon the unit prices from Items 18 through 21 of Part A of the Price Proposal Form, Attachment 1. Any deviation from these unit prices will be the subject of negotiations. A separate Task Order will then be issued by the Contracting Entity for each approved scope of work.

Mechanical removal of stumps with less than 50% of the root ball exposed, or when still upright, may not be considered hazardous by the regulatory agencies and reimbursement for the cost of extraction may not be eligible. In this case, a Contracting Entity may choose to direct the Contractor to cut these stumps flush at ground level and dispose of the cut off portion as regular vegetative debris. A Contracting Entity, however, may still direct the Contractor to perform full extraction on any particular stump and accept loss of eligibility for reimbursement on that stump. In this situation the local governmental entity and the Contractor shall identify and track the removal costs for those stumps separately from all other stumps where eligibility is not in question.

3.7.3.2 CONSTRUCTION AND DEMOLITION (“C&D”) DEBRIS

Construction and Demolition (“C&D”) debris consists of debris resulting from structural damage to buildings as well as buildings demolished as a result of the disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain polychlorinated biphenyl (“PCB”) light ballasts which, if leaking, must be handled according to Federal and State regulations. Debris generated from

restoration work (and not disaster-generated) shall not be removed by Contractor. Fee schedule shall provide for two categories of C&D removal: (1) non-asbestos containing C&D debris, and (2) asbestos containing C&D debris.

3.7.3.2.1 NON-ASBESTOS CONTAINING C&D DEBRIS

Contractor shall perform mechanical collection of construction and demolition debris (C&D) free of asbestos from the public property and rights-of-way and transport it to the nearest appropriate TDMA, disposal site, transfer station, or recycling facility. If segregation of such C&D at the curbside is possible and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Recycling of construction and demolition debris, through material salvage, and recycling of clean, woody debris by mulching and composting is consistent with the goals of the District Solid Waste Plan and shall be pursued to the extent practicable. Recycling of debris removed by the Contractor is the preferred management approach and efforts will be made by the Contractor to recycle materials to the greatest extent practicable.

Separate specifications are set forth below for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D debris.

3.7.3.2.2 C&D DEBRIS CONTAINING ASBESTOS

Contractor shall collect, transport and dispose asbestos containing C&D in compliance with applicable Federal, State and local laws.

Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (“NESHAP”), 40 CFR, Part 61.

Contractor shall use the services of State-licensed asbestos contractors.

Known or suspect asbestos containing material (“ACM”) should be segregated from other debris and disposed of by a licensed asbestos contractor.

ACM shall be disposed in a landfill licensed to accept and dispose of ACM.

Materials that could contain ACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. Asbestos-containing waste shall be appropriately labeled and properly disposed at a waste disposal facility authorized for disposal by NJDEP, or if disposed of out-of-state at an authorized waste facility within that jurisdiction.

3.7.3.2.3 AGGREGATE

Aggregate consists of asphalt, brick, and concrete.

The Contractor shall load, transport, and dump broken brick, block, concrete, and asphalt to an NJDEP approved Class B recycling facility, or if outside of New Jersey, to a facility authorized by the jurisdiction. The public shall be instructed to place aggregate materials in separate piles in the public right-of-way. The Contractor shall load, transport, and dump broken brick, block, concrete, and asphalt chunks to a TDMA and/or a final disposal site.

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be prepared for disposal with other contaminated construction and demolition materials.

3.7.3.3 HAZARDOUS HOUSEHOLD WASTE

Household Hazardous Waste (“HHW”) includes, but is not be limited to, items such as automobile fluids (used waste oil, antifreeze), batteries, oil-based paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides. Latex paint is not household hazardous waste, but is solid waste that shall be disposed as solid waste.

3.7.3.3.1 HAZARDOUS HOUSEHOLD WASTE HANDLING AND DISPOSAL

HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. While every effort will be made to have the local residents and businesses separate HHW at curbside, if this does not occur, the crew(s) handling the normal debris removal process is required to separate any HHW to the extent possible or as needed during collection. Personnel engaged in management of HHW shall be trained in accordance with Environmental Protection Agency (“EPA”) and Occupational Safety and Health Administration (“OSHA”) requirements for handling HHW materials. Trucks to transport HHW shall be equipped with separate compartments, drums, or containers for the wastes to allow segregation the HHW items. However, depending on the ability to identify these wastes, they may be bulked or may have to be over-packed. The Contractor shall deliver HHW loads to a TDMA or directly to a permitted HHW facility if available for use. The Contractor shall load and transport HHW (that has been separated and processed) at the TDMA for final disposal and/or recycling at an approved and permitted site.

3.7.3.4 PUTRESCIBLE MUNICIPAL SOLID WASTE

Putrescible Municipal Solid Waste is considered as primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard, etc. which is disaster-generated debris requiring immediate disposal. This debris type should be differentiated from regular garbage regularly produced by a household or business. There is the expectation that normal municipal waste collection methods will account for regular garbage.

The Contractor shall collect and transport to a TDMA and/or final disposal site, such as a permitted landfill or resources recovery facility, all refrigerator and freezer contents to be disposed of as a result of a loss in power resulting from the disaster event and damaged recyclables and that have been placed curbside. Refrigerator and freezer contents that have been removed from refrigerators and freezers that have been brought to a TDMA shall be loaded by the Contractor and transported to a permitted resources recovery facility or permitted landfill.

3.7.3.5 WHITE GOODS/HOUSEHOLD APPLIANCES

White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances. Many white goods contain ozone-

depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before they are disposed of or recycled. The Contractor must follow all Federal, State and local requirements concerning refrigerants, mercury, or compressor oils. Documentation of proper disposal must be provided to the State.

3.7.3.5.1 COLLECTION AND FINAL DISPOSAL OF WHITE GOODS

The Contractor shall collect all white goods and transport to a TDMA or directly to final recycling/disposal facility. Contractor shall load and transport from a TDMA for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a Contractor certified in accordance with 40 CFR Part 82, Sections 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility.

3.7.3.5.1.1 REMOVAL AND DISPOSAL OF FREON FROM WHITE GOODS

The Contractor shall remove and recover Freon from any white goods at the TDMA or final recycling/disposal facility in accordance with all Federal, State, and local environmental and safety regulations and laws. The Contractor shall make a distinguishing mark on each white good indicating that the Freon has been removed and recovered. The Contractor shall maintain all licenses and records to perform and document said work.

3.7.3.5.2 SCRAP METAL

Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately in Subsection 3.7.3.5. The Contractor shall segregate scrap metal in the public right-of-way and bring it to a TDMA or directly to a scrap metal processor located in the state. At the TDMA, the processing of C&D debris will in most cases result in the separation of scrap metal. Scrap metal containing motors shall be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal shall be loaded and transported to a scrap metal recycling facility, preferably in-State. Revenues generated shall accrue to the Contracting Entity.

3.7.3.6 SOIL, SEDIMENT, SILT AND SAND

Soil, sediment, silt and sand that has not been subjected to spills, floodwaters or has been determined through analytical testing to be not contaminated shall be transported by the Contractor to a staging area and screened until final disposal or reuse has been determined. These materials shall be screened or sifted until visible debris is absent.

Soils may exhibit visible or known traces of petroleum or chemical spills. These soils shall be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot. This material may be transported to a staging area until final disposal or reuse has been determined. If necessary analytical testing shall be performed to determine if the material can be reused or must be disposed. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if PCBs are present.

PCB-containing materials must be managed in compliance with, among other things, the Toxic Substance Control Act (TSCA), the Resource Recovery and Conservation Act, and applicable New Jersey law.

If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at an approved disposal facility.

3.7.3.7 ELECTRONIC WASTE (“E-WASTE”)

Electronic Waste (E-Waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices. The Contractor shall collect E-Waste and transport it to either a TDMA for segregation or directly to an E-Waste recycling facility.

3.7.4 HUMAN REMAINS

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and shall notify the MOM. The MOM shall notify the local police department and Contracting Entity of the situation and shall coordinate any required actions by the Contractor in response to police department direction. The police, with support of the medical examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police notifies the MOM that the site has been cleared.

3.7.5 DEAD ANIMAL CARCASSES

The Contractor shall collect all dead animal carcasses separately for transport to an authorized landfill or incinerator. It should be noted that not all incinerators may accept this waste stream and special approval may be required to do so. Also, animal carcasses may be recycled or reclaimed where large amounts are available after a disaster. Dead animal carcass shall be defined for the purposes of this contract as farm animals, such as cows, hogs, horses, chickens, turkeys, etc. Household pets shall be collected and disposed by the locality’s animal control centers. Payment for dead animal carcasses hauled to an authorized landfill or incinerator will be based on the weight of the carcasses hauled in ton-miles, recorded on an approved load ticket. Ton-miles are calculated as the weight of the carcasses in tons multiplied by the number of one-way miles traveled for disposal. Payment will be made against the Contractor’s invoice once site monitor and Contractor load tickets and/or scale tickets match. Due to the agricultural industry in the region, there is a potential for large volumes of carcasses and the scope of Contractor’s responsibilities may require negotiations.

3.7.6 MATERIALS IMPACTED BY RELEASE OF HAZARDOUS SUBSTANCES

Such materials shall be managed pursuant to the New Jersey Spill Act (as amended) and the regulations promulgated thereunder, as well as applicable NJDEP guidance for addressing such materials.

The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. As needed, the Contractor shall work with New Jersey-licensed Hazardous Waste Transporters and Licensed Site Remediation Professionals in addressing materials

impacted by a release of hazardous substances.

Except as otherwise required by applicable law, materials impacted by a release of hazardous waste or hazardous substances, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to an appropriate permitted facility for treatment or disposition.

Persons responsible for hazardous substances at a site will be permitted to use knowledge of the material to conclude that the material is hazardous waste without conducting a toxicity characteristic leaching procedure (“TCLP”) analysis.

If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the cleanup.

3.7.7 VEHICLE REMOVAL

Vehicle Removal includes cars, trucks, motorcycles, and recreational vehicles.

Towing of abandoned and disabled motor vehicles shall only be performed at the direction of the Contracting Entity.

Towing of abandoned and disabled motor vehicles shall comply with applicable New Jersey law, regulation and guidance, including without limitation, the Predatory Towing Prevention Act, N.J.S.A. 56:13-7 et seq.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contracting Entity and the Contractor.

The Contractor will coordinate with the Contracting Entity and, if necessary, the N.J. Motor Vehicle Commission (“NJMVC”) and/or NJDEP, in removing vehicles and shall comply with all State and local governmental regulations or protocols in removing vehicles.

The Contractor shall issue work orders within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towing entities.

The licensed towing entities arriving on the scene will be responsible for evaluating environmental and safety issues. Should the towing entity find any major threats to health, safety or the environment, the vehicle shall not be moved, and the NJDEP and Contracting Entity shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route.

3.7.7.1 VEHICLE STORAGE AND REPORTING

Recovered vehicles shall be inspected by the Contractor within 24 hours of arrival at the aggregation site. The vehicles will be stored in a manner to allow access for inspection by the State and insurance company representatives and to allow for retrieval and reclamation by the vehicle owner when applicable.

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vehicles in which they have a legal interest. The State and any Contracting Entity, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contracting Entity shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vehicles deemed abandoned on public property (N.J.S.A. 39:10A-1, et seq.), as set forth in Attachment 7-1 (incorporated herein by reference). No vehicle shall be sold, junked or otherwise disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 39:10A-1 et seq., and N.J.S.A. 56:13-7, et seq., and the forms in Attachment 7-2, the Contracting Entity shall maintain, and provide to the NJMVC:

- the date and time the vehicle was towed;
- the location from which the vehicle was towed;
- documentary proof of the results of the National Crime Information Center check for every vehicle in its possession;
- complete documentation of any sale or disposition of each vehicle, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and
- if the vehicle was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vehicle was released to, as well as a complete listing of all charges and fees assessed.

Vehicles that have been abandoned shall be managed in compliance with applicable law and guidance of the NJMVC.

3.7.8 VESSEL REMOVAL

Vessels recovered under this Contract shall be managed in compliance with the Abandoned or Sunken Vessels Disposition Law, N.J.S.A. 12:7C-7 et seq., and applicable regulations. Pricing for this section shall be provided in Exhibit A-1, Price Schedule Supplement for Vessel Removal Pricing. This supplemental schedule provides for different levels of pricing based on vessel length (in linear feet) as well as the travel distance.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contracting Entity and the Contractor.

3.7.8.1 VESSEL STORAGE AND REPORTING

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vessels in which they have a legal interest. The State and any Contracting Entity, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the

Contractor.

The Contracting Entity shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vessels deemed abandoned under the Abandoned or Sunken Vessels Disposition Law (N.J.S.A. 12:7C-7, et seq.), as set forth in Attachment 8-1 (incorporated herein by reference). No vessel shall be disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 12:7C-7, et seq., and the forms in Attachment 8-2, the Contracting Entity shall maintain, and provide to the NJMVC:

- complete documentation of any sale or disposition of each vessel, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and
- if the vessel was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vessel was released to, as well as a complete listing of all charges and fees assessed.

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from public roads and property (including waterways) as directed by the Contracting Entity. Vessels that have been identified and authorized (if necessary) for recovery and towing from public roads and property will be recovered within 72 hours of notification.

Recovery of vessels will begin with the Contractor identifying the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors' towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

3.7.9 EQUIPMENT REQUIREMENTS

All trucks, trailers, and equipment utilized to perform the work under this Contract must be in compliance with all applicable federal, state, and local rules and regulations.

Each truck and container (roll off containers, dumpsters) utilized to transport or collect solid waste must have a valid A-901 decal pursuant to N.J.A.C. 7:26-2.2(k) or other evidence of temporary authorization from NJDEP.

The Contractor shall submit to the Contracting Entity and the debris monitor certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to transport debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the Contracting Entity. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The Contracting Entity and debris monitor shall have the right to re-measure trucks at any time to verify reported capacity.

Any equipment used to transport debris must be capable of rapidly dumping its load and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable. Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, must comply with law and are subject to acceptance or rejection by the Contracting Entity. It is the Contractor's responsibility to report any adjustments of the sideboards to the Contracting Entity and the debris monitor and truck signage shall report revised cubic yard capacity. Truck loading shall comply with NJDOT rules and regulations including weight limitations and the covering of truckloads.

3.7.10 HAND-LOADED VEHICLES

Debris removal companies may request approval to supplement their vegetative debris removal operations by hiring subcontractors who modify their trucks and trailers by extending sidewalls with plywood or other materials to increase the vehicle's load capacity. Because of the tenuous nature of these improvements, the operators usually load these vehicles by hand. The increased capacity of these vehicles is negated by the inefficiencies of loading the trucks or trailers by hand instead of using mechanical equipment. Hand loading cannot achieve the compaction levels comparable to mechanically loaded vehicles. Unit costs for transporting debris, as provided in Attachment 1, are based on mechanical loading of trailers or trucks.

Applicants will not be reimbursed at the same rate for hand-loaded vehicles as for mechanically loaded vehicles.

Debris monitors at the loading site will mark the load ticket to indicate hand-loaded vehicles. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand-loaded truck or trailer arrives at the debris management or disposal site and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

3.7.11 SECURING DEBRIS

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps shall be provided by the Contractor and utilized by all trucks to prevent materials from being blown from the bed during hauls to disposal landfills. The overall maximum height of hauling equipment, including sideboards and debris, must comply with State and local law. The Contractor is not relieved of the responsibility for verifying clearance for all overhead bridges, overpasses, structures and wires.

3.7.12 EQUIPMENT SIGNAGE

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the name of the owner/operator of the equipment and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

3.7.13 DEBRIS LOAD TICKETS

Debris load tickets shall be employed and completed in such a manner to allow accurate accounting of volumes, weights, origin and destination of debris. Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a TDMA will require a validated load ticket. Drivers will be given load tickets at the loading site by an appointed loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDMA by an appointed TDMA monitor. The estimated quantity will be recorded on the load ticket. The appointed TDMA monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. (Attachment 9, Sample Debris Load Ticket). Payment will be made against the Contractor's invoice once site monitor and Contractor load tickets and/or scale tickets match. A minimally required load ticket is found at N.J.A.C. 7:26-3.5. The load ticket is the primary record for the monitoring and measuring of debris removal operations.

Any alternative debris load ticket proposed for use by the Contractor must be approved by the NJDEP in advance of any disaster and contract activation and must comply with the requirements set forth in N.J.A.C. 7:26-2.13. In addition to the types of information commonly required on load tickets, attention shall be paid to ensure that substitute load tickets contain the following special provisions required for reimbursement processing:

- Load tickets delivered by the Contractor must be sequentially numbered with no duplication of numbers.
- Specific description of loading site location including street name and section.
- Identification of first, and all subsequent, debris collection passes along every street.
- Identification of time that truck departs loading site and time of arrival at TDMA.
- Identification of hand-loaded versus mechanically loaded vehicles.
- Identification of haul distance from loading site to TDMA in straight - line miles.
- Identification of actual haul distance from TDMA to disposal/recycling facility, on route approved by Contracting Entity.
- All entries will be printed legibly and all blank spaces will be filled in.
- A special load ticket has been developed for hauling large stumps that are over 24 inches in diameter (measured two feet above the original ground level) and that require specialized equipment for handling.

The appointed TDMA monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the appointed monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on

deductions from a 100% full load that can be expected, see the diagrams provided in Attachment 10.

3.7.14 MEASUREMENT METHODS

If the Contractor prefers to be reimbursed for loading and hauling debris on the basis of weight, rather than estimated volume, the Contractor may request approval of the Contracting Entity to install truck scales at the TDMA or disposal facility at Contractor's expense. The Contracting Entity may approve this request after negotiation of the cubic yards per ton ratio and calculation of the resultant unit prices. Trucks will be weighed both entering and leaving the TDMA or disposal facility and the weight of the debris will be the calculated difference.

The Contracting Entity may chose to have the Contractor install portable scales, at any particular TDMA or disposal facility, and to use weight as the method for determining quantities. The Contractor will provide a price for installing and maintaining such portable truck weighing scales under Part B of the Price Proposal Form. In either of the above two situations the weighing scales will be certified by the New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Weights and Measures. Invoices for work performed will be submitted using negotiated unit prices as explained below.

Whenever the Contracting Entity chooses to use, or approves the Contractor's request to use, weight instead of volume as the unit of measure, appropriate prices must be determined by negotiation. In this situation, and early in the debris removal process, the Contracting Entity and the Contractor should select a reasonable size sample of fully loaded vehicles, measure both weight and volume, and calculate a fair and equivalent set of weight-based unit prices to apply to all further truck loads of debris hauled under that Task Order. State and FEMA concurrence on these prices should be obtained whenever possible.

3.7.15 PRIVATE PROPERTY ACCESS

The Contractor shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or rights-of-way. For such situations a sample Right of Entry Agreement Form is provided as Attachment 11. The original Right of Entry Agreement is retained in the Contracting Entity's files and copies are provided to the Contractor and the property owner. If circumstances make removal of debris from private property necessary or beneficial, a change to the scope of work will be negotiated.

3.7.16 DEBRIS COLLECTION EFFICIENCY AND CLEANLINESS

The Contractor is responsible for collecting and removing, from public rights-of way and public property, all debris that exceeds in size, weight, volume, or shape that can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. The Contractor will collect and remove all debris existing on a street during each pass, including plastic bags of debris collected by homeowners, and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collect C&D debris; collect recyclable timber or from hauling stumps with

root balls. The Contractor will organize his equipment and crews so that all types of debris are collected within any one pass.

3.8 TEMPORARY DEBRIS MANAGEMENT AREAS

3.8.1 GENERAL REQUIREMENTS

The Contractor shall use only temporary debris management areas (“TDMA”) designated by the Debris Managers. NJDEP permit(s) are required for all TDMA’s. DEP Emergency Permits include siting, construction, operation monitoring, closure, and post-closure care requirements. DEP Emergency Permit requirements must be met to ensure proper site operations and compliance may be a condition for reimbursement by FEMA and Federal Highway Administration. Where sites are not properly operated the emergency permit may be revoked. Where closure is not completed properly or environment releases occur, post-closure care may be mandated. The Contractor shall not assume that TDMA and landfills, located outside of the jurisdictional boundaries of the Contracting Entity, are available to the Contractor unless so specified in the Task Order.

Prior to utilizing or establishing TDMA(s) rather than direct-hauling to a disposal or recycling facility, Contractor must provide NJDEP and the Contracting Entity with evidence and analysis establishing the need for staging and processing of material at a TDMA rather than direct-hauling from the curbside to a final disposal or recycling facility. (NJDEP Debris Removal Planning Sheet, Attachment 12). Such analysis shall include, without limitation, costs to the Contracting Entity, timeliness of debris removal, environmental impacts, and other factors relevant to the issue. The Contracting Entity has the right to direct the Contractor to direct-haul instead of utilizing TDMA’s.

The TDMA foreman is appointed by the Contractor and shall direct all off-loading operations and will coordinate removal of debris, and reduction byproducts to State approved landfills for subsequent disposal, or to recycling processors selected by the Contractor and approved by the Contracting Entity. Access to a TDMA is under the control of the Contracting Entity. As such, it is up to the Contracting Entity to decide whether to allow more than one Contractor to utilize a TDMA, and if so, the terms of such use.

To the extent that any current contractor has contractual obligations to close-out TDMA’s, the current contractor retains those obligations unless assigned to other persons or entities.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractors should be mindful that construction of the TDMA observation tower is subject to State prevailing wage requirements.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The TDMA foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, burning, grinding, and safety. The TDMA foreman will coordinate directly with the Contracting Entity’s site monitor.

The TDMA foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the MOM, for further delivery to the Contracting Entity's Debris Manager.

The Contractor shall also provide a TDMA night foreman to manage any night operations approved by the Contracting Entity.

Once the Contracting Entity identifies the TDMA, the Contractor will provide a Site Management Plan to the Contracting Entity, which plan shall address the following functions:

- Access to site
- Site preparation – clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes.
- Traffic control procedures
- Safety
- Segregation of debris
- Location of hazardous material containment area, Contractor work area, and inspection tower
- Location of grinding operations (if required).
- Location of existing structures or sensitive areas requiring protection.
- Site close-out (activities to return the site to its original condition)

A copy of the approved Site Management Plan shall be kept readily available at the TDMA for review by all inspection personnel.

The Contractor shall use only temporary debris management areas (“TDMAs”) designated by the Debris Managers. NJDEP approval(s) are required for all TDMAs. These approvals are the responsibility of the Contracting Entity, pursuant to Subsection 3.4, *Licenses and Permits*. DEP Emergency Permits include siting, construction, operation monitoring, closure, and post-closure care requirements. DEP Emergency Permit requirements must be met to ensure proper site operations and compliance may be a condition for reimbursement by FEMA and the Federal Highway Administration. Where sites are not properly operated, the emergency permit may be revoked. Where closure is not completed properly or environment releases occur, post-closure care may be mandated. The Contractor shall not assume that TDMA and landfills, located outside of the jurisdictional boundaries of the Contracting Entity, are available to the Contractor unless so specified in the Task Order.

Time and materials contracts may be allowed for limited site setup/preparation work that is necessary immediately after the disaster has occurred, when a clear scope of work cannot be developed, and prior to negotiation of all remaining site work. A cost ceiling or “not to exceed” provision will be included in any time and materials phase of the recovery contract work.

Additional guidance on the procedures for TDMA setup, operation and closeout are provided in Attachment 13. This exhibit includes subsections regarding:

- TDMA Setup, Operation and Closeout Guidelines
- Grinding Operations

TDMA operations and material processing shall be compensated in accordance with the unit prices provided in Lines 6-11 of Part A of the Price Proposal Form. The Contractor shall provide equipment, operators, and laborers for TDMA operations as specified by Task Order. Unit prices

provided shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs are identified separately in the Task Order.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

The Contractor shall construct an inspection tower for each TDMA such that the monitor can easily look down into the truck bed to fully view the debris load, establishing a volume. Inspection towers shall be high enough to enable the monitor to fully view truck loads and shall be of a width and length to accommodate the work to be performed in the tower. Design and construction of towers and access stairs shall conform with applicable laws, including without limitation, laws relating to worker safety, and shall otherwise ensure safety of workers.

The Contractor may request to provide a mechanical lift with roof cover to be used in place of the constructed tower. Transporting operations will not be allowed into any TDMA until an inspection tower is provided.

The TDMA, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

The work shall consist of managing the operations of a TDMA and performing debris reduction by grinding of vegetative debris and compaction of nonvegetative debris (other than white goods, HHW, and e-waste) as directed by the Contracting Entity's Debris Manager, and/or recycling of marketable material by the Contractor as approved by the Contracting Entity. Volume reduction of vegetative debris by air curtain incineration shall only be performed upon the express request of the Contracting Entity and with authorization by NJDEP and other applicable state, county and municipal governmental entities.

Contractor shall construct a household hazardous material containment area at each TDMA. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times and the Contractor must ensure that run off is managed in compliance with applicable law.

Site run-off must be redirected from the containment area by site grading.

Within 30 days of completion of all debris management work for the Contracting Entity, the Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDMA at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDMA to its original state prior to use. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMAs, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.8.2 VEHICLE AND VESSEL AGGREGATION SITES

The Contractor shall establish Vehicle and Vessel Aggregation Sites which will include mobilization, build-out of site, operations at site, and demobilization. The State reserves the right to identify regional aggregation sites to be utilized by Contractor in accordance with procedures and requirements applicable to all vehicle aggregation sites.

For the removal and recovery of abandoned and disabled vehicles and vessels from public roads and property, Contractor shall include the following plan of action in the quoted price for the services related to the operation and management of the vehicle aggregation sites.

Contractor will work with the Contracting Entity to secure sites where vehicles and vessels can be stored until demobilization. Sites should be level, clean, dry and have a firm surface and be accessible by recovery and remediation vehicles and equipment. Each site should be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions.

During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage and remediation operations. If necessary, Contractor will obtain clearance from underground or overhead utilities and from property owners and State and local entities for the aggregation locations.

3.8.2.1 OPERATION OF VEHICLE AND VESSEL AGGREGATION SITES

Vehicles recovered under this Contract shall be managed in compliance with applicable law, procedures and guidance of the New Jersey Motor Vehicles Commission. <http://www.state.nj.us/mvc/About/Forms.htm>

Vehicle and vessel aggregation sites shall be secured with fencing and lighting as needed to secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles and vessels up to twenty-four hours a day and up to seven days a week as required by the State. Vehicles and vessels will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide his/her own 24-hour security if necessary.

3.8.2.2 RECEIPT OF VEHICLES AND VESSELS

Each site will be equipped with a tower manned by both an independent monitor and one of the Contractor's representatives in order to record the receipt of each vehicle and maintain accurate records. The Contractor is responsible for creating and maintaining a computerized tracking system. As the vehicle is accepted at the tower, it shall be checked into the aggregation site using the vehicle or vessel Year, Make, Model, License Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter and GPS location, and any other information that may be required by the New Jersey Motor Vehicles Commission. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vehicle shall then be prepared and the condition of the vehicle and the processes that it goes through are then tracked. This ticket shall

then become part of the pay documents for the recovery, preparation, and disposal. If necessary or required, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with the NJMVC to facilitate identification of vehicle owners.

3.8.2.3 STORAGE OF VEHICLES AND VESSELS

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and insurance company representatives and/or to allow for retrieval and reclamation by vehicle or vessel owner when applicable.

3.8.2.4 DEMOBILIZATION OF VEHICLE AND VESSEL AGGREGATION SITES

Once all vessels are removed, Contractor will remove all equipment, supplies, and nonhazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMAs, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.8.3 RECYCLING PROGRAMS

The Contractor shall recycle materials in construction and demolition (C&D) debris through material salvage, and recycling of clean, woody debris by mulching, composting or other recycling or beneficial use consistent with applicable law.

3.8.4 TASK ORDER REPORTING

When performing a Task Order using Part B Hourly Equipment Rates, the Contractor shall submit a report to the Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task Order is provided by Attachment 3. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Task Order Number
- Daily and cumulative hours for each piece of equipment, if appropriate
- Daily and cumulative hours for personnel, by position, if appropriate
- Volume of debris handled
- Volume of debris recycled

Failure to provide audit quality information will subject Contractor to non-payment in each instance at the sole discretion of the Contracting Entity.

3.8.5 DISPOSAL PRICING

The Contracting Entity issuing the Task Order will be responsible for all tipping fees at the authorized landfill. Contractors owning landfills will not be able to dispose of debris in these facilities without the approval of the Contracting Entity and demonstration that disposal at these

Contractor-owned facilities represents the Contracting Entity's most cost-effective site for debris disposal.

Debris delivered to a TDMA will be paid based on the price per cubic yard for unreduced debris and the distance hauled, in straight line miles, according to Lines 1 through 5 and Lines 12 through 16 of Part A of the Price Proposal Form. Reduced debris delivered to an authorized landfill may be paid based on the price per cubic yard, or ton, for reduced debris, according to the Lines 17 through 21 of Part A of the Price Proposal Form. The intent of this provision is to eliminate, where possible, the need to have truck volumes verified at the inspection tower during hauling out of debris reduction byproducts.

This simplified method of accounting for reduced material being moved from a TDMA to a disposal facility is not guaranteed. Some Contracting Entities may need to verify load quantities both leaving the TDMA and entering the disposal facility.

4.0 REQUIRED COMPONENTS OF THE RFQ PROPOSAL

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 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 State Contract Manager including, but not limited to, status meetings, status 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.

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. For each problem identified, the bidder shall 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 shall 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 shall include the labor category and title of each such individual.

4.7 RESUMES

Detailed resumes shall 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. 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 domestic or international

concessions, public-private partnerships and other forms of private sector participation. 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 shall also be given for each contract.

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 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.

4.11 STATUTORY REQUIREMENTS

All documents listed in Section 1.2, *Proposal Submission*, must be completed and submitted with the bid proposal. 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 on line at the Division of Revenue website:

<http://www.state.nj.us/treasury/revenue/index.html>

4.12 ORAL PRESENTATION

While the State does not anticipate requiring oral presentations, it reserves the right to do so, in person or by telephone. Proposals should be complete on their face. The State reserves the right to request clarifying information subsequent to submission of the bid proposals.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **one (1) year**.

6.0 COST PROPOSAL

The price schedule is attached (Attachment 1) to this RFQ. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.

The bidder shall provide an all inclusive firm fixed price for each line item. This shall include all work described in RFQ Scope of Services. Bidders shall base their pricing on an estimated debris quantity of three million cubic yards. Please note that this estimate does not represent a guarantee of work or a minimum quantity of work if awarded a contract pursuant to this RFQ.

The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager or the Contracting Entity 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 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 and the bidder's contract management plan, including the bidder's contract organizational chart.
- The firm's cost proposal. The bidder must bid all lines on the price sheets. For evaluation purposes, bidders' price sheets will be evaluated and ranked based on an analysis of competitive range and cost reasonableness based on the price lines of all responsive and responsible bidders. In addition, these proposals will be evaluated using a weighted model based on data obtained from NJDEP.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFQ. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best

and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFQ requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFQ. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder whose bid proposal, conforming to the RFQ, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

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 proposals 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.

8.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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. The State Contract Manager shall be the central coordinator of the use of the Contract for all Contracting Entities. All persons and agencies that use the Contract must notify and coordinate the use of the contract with the State Contract Manager.

8.2.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Contracting Entity 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 Contracting Entities shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with Contracting Entities.

8.3 BID, PAYMENT AND PERFORMANCE BOND

All bidders must submit a bid guarantee equivalent to \$1,000,000. This bid guarantee shall consist of a properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

The State will hold all bid bonds during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- (a) Issue an award notice for those offers accepted by the State;
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc). If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

The successful Contractor shall furnish a performance bond in the amount of \$25,000,000 to secure fulfillment of all the Contractor's obligations under this Contract, including those obligations under Task Orders issued by the Contracting Entities. The performance bond shall be in the form of a properly executed individual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The successful Contractor shall furnish a payment bond in the amount of \$25,000,000 to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the Contract, including work performed under Task Orders issued by the Contracting Entities.

The Performance and Payment Bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. For purposes of this subsection, Contract activation

related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order.

8.4 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.