BID DOCUMENTS
NJDEP REMEDIAL DESIGN SERVICES TERM CONTRACT

INVITATION FOR BIDS
07-X-39413

VOLUME 1 – TERMS & CONDITIONS

FEBRUARY 2007
⇒ ELECTRONIC QUESTION PERIOD CUT-OFF DATE:

MARCH 13, 2007 CLOSE OF BUSINESS
(Submit questions to contact below)
Procurement Specialist and Location:
Frank J. Kuzniacki, Procurement Specialist
Department of the Treasury, Division of Purchase and Property
Purchase Bureau, Hazardous Waste Procurement Unit
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230
Email: Frank.Kuzniacki@dep.state.nj.us
Telefax Number: 609-292-4401

⇒ BID DUE DATE:
Date: APRIL 11, 2007
Time: 2:00 P.M.

Location: Purchase Bureau, Bid Receiving Room - 9th Floor
Department of Treasury, Division of Purchase and Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230
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NOTE: A download titled “Standard RFP Forms” is linked to every solicitation placed on the webpage. These forms are identical to the ones supplied with the bid document and need not be submitted in duplicate.

Attachment 1 – Not Used
Attachment 2 - Ownership Disclosure Form
Attachment 3 - Affirmative Action Supplement to Bid Specifications
Attachment 4 - Hazardous Waste Contractor Disclosure Form
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Attachment 6 - Bidder Information
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BIDDING PROCESS

The bidding process for this contract will be in two stages. A prospective bidder must timely complete each stage in order to be eligible to proceed to the next stage. The stages are:

- Stage 1 – Electronic Question Period
- Stage 2 - Submission of Bid Proposal

In the first stage, prospective bidders will be allowed to submit any written questions they may have about the RFP, so as to be able to bid knowledgeably and responsibly.

In the second stage, bidders must submit their bid proposals, including a price proposal as to how much the work would cost, and provide any information required by the State.

The bidding procedures are fully explained in Section 4 of this RFP.

BID SUBMISSION CHECKLIST

The following documents or their equivalents must, where applicable, be completed, executed and submitted in order for a bidder to be eligible for contract award. Samples of some of these documents are provided as Attachments to the RFP. Others are to be prepared by the bidder. Where information must be provided for subcontractors, the relevant documents must also be submitted for any proposed subcontractor or joint venturer. Failure to complete or execute the relevant portions of the applicable documents and to submit the documents within the time limits specified in this RFP will result in rejection of that proposal as non-responsive to the RFP. Where additional copies of the Attachments are required for the bidder or any subcontractors, please photocopy the document.
THE FOLLOWING CHECKLIST OF SUBMISSIONS MAY BE HELPFUL AS AN AID IN COMPLETING YOUR BID. FOR ADDITIONAL DETAILS REGARDING THESE ITEMS, SEE SECTION 5 OF THE RFP.

ATTACHMENTS

ATTACHMENT 1 – Not Used

ATTACHMENT 2 - Ownership Disclosure Form
☐ Submitted

ATTACHMENT 3 - Affirmative Action Supplement to Bid Specifications
☐ Submitted

ATTACHMENT 4 - Hazardous Waste Contractor Disclosure Form
☐ Submitted

ATTACHMENT 5 - Explanation of Past Problems
☐ Submitted

ATTACHMENT 6 - Bidder Information Sheet
☐ Submitted

ATTACHMENT 7 – Standard Form 254
☐ Submitted

ATTACHMENT 8 - Project History Forms
☐ Submitted

ATTACHMENT 9 – Staffing Experience Form
☐ Submitted

THE RFP’s COVER SHEET or other letter of transmittal executed by the bidder. This can be downloaded on the website under “signatory page”. Note: This is a separate download and not included in the document
☐ Submitted

ATTACHMENT 10 - Joint Venture Certification
Submitted ☐ Not Applicable

ATTACHMENT 11 - Corporate Resolution of Authority to Submit Bid Proposal

☐ Submitted ☐ Not Applicable

ATTACHMENT 12 - Price Schedules

☐ Submitted

ATTACHMENT 13 – Notice of Intent to Subcontract & Subcontractor Utilization Plan

☐ Submitted

Number of Submissions

One (1) clearly marked original and six (6) copies of the bid proposal (total of seven (7) submissions are required).
These submissions will be required only from the award winning bidder(s), these are not required submissions during the bidding process.

**Awardee Prime Contractor Submissions**

A. Insurance Certificate(s) covering insurance required in Section 6.4

B. Certification of Insurance Form (Supplement B)

C. Certification of Authority to do Business in New Jersey (out of State corporations only).

D. Corporate "Certificate of Authorization to Conduct Professional Engineering and Surveying Services in New Jersey"

E. Certification of Compliance with MacBride Principles and Northern Ireland Act of 1989 (Supplement C).

F. The Joint Venture Agreement in the event that the winning proposal is from a Joint Venture.


**Awardee Subcontractor Submissions**

These submissions will be required only from the award winning bidder, these are not required submissions during the staged bidding process. The following must be submitted by the award winning bidder for each subcontractor:

A. Insurance Certificate(s) covering insurance required in Section 6.4

B. Certification of Insurance Form (Supplement B)

C. Ownership Disclosure Form (Attachment 2)

D. Affirmative Action Supplement to Bid Specifications (Attachment 3)

E. Hazardous Waste Contractor Disclosure Form (Attachment 4)

F. Explanation of Past Problems Form (Attachment 5)

G. Subcontractor Contract Form (Supplement A)

H. Certification of Authority to do Business in New Jersey (out of State corporations only).

I. Corporate "Certificate of Authorization to Conduct Professional Engineering and Surveying Services in New Jersey" (For surveying and engineering subcontractors only).
1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

A. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms for the New Jersey Department of Environmental Protection (NJDEP) to award a 3-year level of effort term contract to perform Professional Engineering Design Services for certain hazardous waste cleanup projects. These services are necessary to aid in the hazardous waste remediation programs being undertaken throughout the State of New Jersey.

B. It is the intent of the State to award 3-year term contracts to two primary contractors and one alternate. The two highest ranked firms will be designated as the Primary Contractors, and the third highest ranked firm will be designated as the Alternate Contractor. It is the State's intent to engage both Primary Contractors for all work under this contract on a rotating basis described in Section 9.0. In the event of a conflict of interest or if the State rejects both Primary Contractor's proposal and does not engage the Primary Contractor, then the Alternate will be engaged for work at that site. It should be clearly understood that by submitting a bid proposal, a firm agrees to accept its position in this contract.

C. It is anticipated that each contractor will be engaged on the design of 10 projects during the term of the contract. These projects will require an estimated maximum of 40,000 hours of total labor during the 3-year term of the contract.

D. At a minimum, 85% of the professional engineering design work must be done in-house. The in-house staffing must include senior level and mid-level positions with different disciplines that may be required for the design of simultaneous projects with varying scope of work needs. 100% of the field work such as surveying, well drilling, sampling, sample lab analysis, etc. may be subcontracted through a competitive bid process with costs independent of the above.

E. The Price Schedules contain an estimate of the number of hours per labor category which are expected during the term of the contract. However, these quantities are estimates, and are not commitments by the State to purchase any specific amount of services under this contract.

F. For the purpose of engagement on projects, the term of this contract will be three years from the date of final contract execution, or until a maximum number of hours under the contract is reached, whichever comes first. The projects engaged before the completion of the term of this contract, provided the maximum number of hours have not been exceeded, will proceed to conclusion. The State reserves the right to extend the contract for all or any part of a year on the terms specified in Section 6.5.8 of this agreement.

G. The NJDEP reserves the right to perform these engineering design and design related services itself or to contract out separately for these services if deemed to be beyond the scope of this contract in technical requirements or cost. The purpose of this contract is to provide for engineering services where NJDEP cannot do the work itself and has not otherwise contracted for these services as part of a larger project, and where the NJDEP estimates that the cost of the services required will not exceed the cost limitation imposed by this contract.
2.0 **BACKGROUND**

Hazardous wastes sites vary considerably in type and size in the nature and amount of hazards presented, and in the immediacy of potential harm to the environment and/or public safety. Hazardous waste sites commonly involve contamination of soil, contamination of groundwater and/or surface water supplies, dispersal of noxious fumes, explosions, and fires. Hazardous substances found at sites commonly include organic solvents, waste oils, pesticides, heavy metals, inorganic acids, alkalis and salt, as well as explosive, flammable, radioactive, carcinogenic, and infectious materials.

In these cleanup projects, remediations generally proceed through separate stages of investigation, study, and design. Cleanup activities generally begin with a preliminary site assessment and with inspection activities, which lead to a Remedial Investigation (RI), a thorough assessment and identification of the site. The RI results in a detailed Remedial Action Selection Evaluation of alternative cleanup solutions, and the selection of one alternative as the Remedial Action to be undertaken for the cleanup. The next step is the Engineering Design of the Remedial Action. Based on the Design, implementation of the Remedial Action is then undertaken. Lastly, monitoring and maintenance operations are begun to ensure the continued operability and efficacy of the completed Remedial Action.

Projects under this contract may involve sites that are hazardous or non-hazardous, and may require designs for one or more of the following:

- contaminated soil excavation, removal, treatment and/or disposal.
- groundwater extraction, treatment, re-injection or discharge to POTW or surface water body.
- capping a hazardous waste or solid waste pile or landfill.
- disposal to RCRA facility and/or TSCA facility.
- soil remediation may include but not be limited to thermal treatment, stabilization and/or solidification, gas ventilation systems, gas collection and treatment.
- groundwater diversion techniques may include but not be limited to slurry wall, leachate collection systems.

The purpose of this contract is to establish within the NJDEP the ability to respond to the cases through a contractor capable of designing operable systems for the control of hazardous substances in various mediums.
3.0 **DEFINITIONS**

**Addenda** - If the State decides to revise this RFP, the State will issue the revisions to all bidders in documents called "Addenda".

**Bidder** - A person, partnership, corporation or joint venture, submitting a bid proposal for the purpose of obtaining a Contract.

**Bid Proposal** - The submittal required at the third stage of the bidding process including a technical proposal, organizational proposal and price proposal.

**Community Relations Plan (CRP)** - A document prepared by the New Jersey Department of Environmental Protection (NJDEP) that provides policy and guidelines on effective community relations.

**Contract** - The contract is the agreement between the State and the successful bidder that defines the performance of the work.

**Contractor** - A person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey.

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

**Deliverables** - Items defined in the Scope of Work, Section 8.0, as products or proof of services rendered under this contract.

**Department** - New Jersey Department of Environmental Protection (DEP).

**Director** - Director of the Division of Purchase and Property, Department of the Treasury, who by statutory authority is the contracting officer for the State of New Jersey.

**Direct Labor (Actual Salary Rate)** - The actual salary paid to an employee. Does not include overtime rates (For further clarification see EPA Form 5700-41 Instructions).

**Discount** - A percentage amount allowed off invoices for prompt payment.

**Emergency** - Any situation or circumstance which presents a substantial risk of imminent damage to the public health, welfare, or to the environment. Examples may include actions such as but not limited to, the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of toxic substances into the environment.

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals and to recommend a contract award. The committee for this RFP shall include representatives of the Departments of Environmental Protection and Treasury.

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

**Indirect Costs (Overhead)** - Those costs incurred by the Contractor in the usual conduct of its business which are not direct labor or other direct costs attributable to specific projects. (For further clarification see EPA Form 5700-41 Instructions.)

**Invoice** - State Payment Voucher form PV-393.
**Issuing Office** - Purchase Bureau, Division of Purchase and Property, Department of the Treasury.

**Joint Venture** - Two or more companies, individuals, corporations, partnerships or other entities that form a temporary union for the purpose of performing the work of this RFP.

**NJDEP** - New Jersey Department of Environmental Protection.

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

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

**Procurement** - The acquisition by the Contractor through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish the work required under this contract.

**Procurement Specialist** - A Purchase Bureau representative responsible for obtaining goods and services for state agencies.

**Project** - All tasks and Contractor responsibilities delineated in the RFP.

**Project Manager** - The NJDEP Site Manager and the Project Manager titles are used interchangeably throughout the RFP. The Project Manager is the NJDEP representative with overall responsibility at a site.

**Purchase Bureau** - A unit within the NJ Department of Treasury, Division of Purchase and Property with the responsibility for issuing bid documents and recommending awards for the procurement of goods and services for State agencies.

**RFP** - Request for Proposal.

**Site** - The work area defined by the RFP (generally, the area described and the immediate vicinity thereof).

**Site Access** - Sufficient legal authority to enter a site in order to perform a project. Unless otherwise specified, all legal site access will be secured by NJDEP. However, actual physical mobilization on-site is the responsibility of the Contractor.

**Site Manager** - The NJDEP representative with on-site responsibility for operations who ensures Contractor compliance with provisions of the Contract; prepares daily work reports; weekly orders and work authorizations; signs and certifies invoices (Form AR 50/54).

**SOW** - Scope of Work.

**State** - Director, Division of Purchase and Property, Department of the Treasury or its designee, acting for the NJDEP under statutory authority as contracting officer for the State of New Jersey.

**Total Bid Price** - The sum of the bid prices for each of the Scope of Work tasks provided by the bidder on the Price Schedules.
**Unit Price** - A price per specified unit of measure for individual line items bid on the Price Schedules which shall incorporate all associated costs.

**USEPA** - United States Environmental Protection Agency.

**Using Agency** - Instrumentality of government using the service furnished by the Contractor. In this instance, the primary using agency is the NJDEP.


### 3.1 SUPPLEMENTAL DEFINITIONS

**Conceptual Design** - An engineering approach for the selected remedy including: schematic drawings, preliminary site and facility layouts and identification of additional data required to proceed with full design, engineering cost estimates (such as equipment, materials and labor), institutional requirements, implementation schedule.

**Immediate Environmental Concern (IEC) Case** - A project which requires interim remedial activity(s) to address a known source, hazard, or affected medium.

**Key Personnel** - Contractor's assigned project personnel who function at labor categories Professional Levels P4 and above and S3 and the person responsible for field operations should that person be other than a P4 or above and S3 Professional Level.

**Operable Units** - A discrete action that comprises an incremental (step)s toward addressing a site problem(s). This discrete portion of remedial response manages migration, or eliminates or mitigates a release, threat of a release, or pathway of exposure.

**Receptor** - An entity in the pathway of, and sensitive to, a pollutant, contaminant, or hazard.
4.0 BIDDING PROCEDURES

This RFP is being issued by the Purchase Bureau, Division of Purchase and Property on behalf of the Department of Environmental Protection. The RFP is part of a competitive bidding process which is governed by statutory law, see N.J.S.A. 52:34-6 et seq., by regulations, see N.J.A.C. 17:12-1 et seq., and by decisions of the courts. The procedures and submissions required herein are necessary to comply with the bidding laws and other laws applicable to this purchase, and to ensure a full, fair and informed competition and contract award. Read the instructions in this RFP carefully. Failure to comply with the mandatory requirements of the RFP will result in bid proposal rejection.

4.1 BIDDING STAGES

There are two stages in the bidding process for this contract. A bidder must timely complete each stage. The stages are:

Stage 1 – Electronic Question Period
Stage 2 - Submission of Bid Proposal

4.1.1 STAGE 1 – ELECTRONIC QUESTION PERIOD

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

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

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the key dates sheet and below. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date.

All questions must be emailed to the Purchase Bureau procurement specialist by the time and date designated below:

March 13, 2007
TIME: Close of Business (4:00 PM)

Frank.Kuzniacki@dep.state.nj.us

Frank Kuzniacki
Department of the Treasury
Division of Purchase and Property, Purchase Bureau
Hazardous Waste Cleanup Unit
33 West State Street, PO Box 230
Trenton, NJ 08625-0230

Telefax number: (609) 292-4401
Telephone number: (609) 777-1440

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

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

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


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

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

4.1.3 STAGE 2 - SUBMISSION OF BID PROPOSAL

As discussed in RFP Section 5.0 below, the bid proposal must include the bidder's proposed prices, and any information required by the State for this contract.

A. In order to be considered for award, the bid proposal and all required attachments and information must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **Any bid not received on time at the right place will be rejected.** The location, date and time are:

| ☑ Date:       | April 11, 2007 |
|              |               |
| ☑ Time:      | 2:00 p.m.     |
| ☑ Location:  | Bid Receiving Room - 9th Floor  |
|              | Purchase Bureau  |
|              | Division of Purchase and Property  |
|              | Department of Treasury  |
|              | 33 West State Street, P.O. Box 230  |
|              | Trenton, New Jersey 08625-0230 |

B. Bids will be publicly opened at this time. Thereafter, the bidders' submissions will be available for public inspection, and the bidders' qualifications and bids will be evaluated for award by the State.

**Directions to the Purchase Bureau can be found at the following web address:**


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

4.2 RFP AND BID PROCEDURES

The following procedures apply to this RFP.

4.2.1 ISSUING OFFICE
This RFP is issued by the Purchase Bureau, Division of Purchase and Property. It is being issued in accordance with N.J.S.A. 52:34-12 and N.J.A.C. 17:12. For purposes of this bidding process, the Purchase Bureau is the sole point of contact between the bidder and the State. Bidders should not contact the NJDEP directly with questions or concerns about this RFP or bidding process.

4.2.2 QUESTIONS, EXCEPTIONS AND ANSWERS

If bidders have any questions about or objections to the RFP, the Purchase Bureau, Division of Purchase and Property will respond to questions and exceptions posed in writing prior to the question cut-off date. Any objection to the RFP must be raised prior to the bid opening or else be forever waived. Unless the Division expressly accepts an objection in a written addendum to the RFP, the objection shall be deemed rejected and the original provisions of the RFP shall be deemed controlling.

4.2.2.1 ANSWERS

Answers to questions will be given as an addendum to the RFP. Answers that are documented in an addendum will be binding on vendors and the State unless subsequently modified by the Purchase Bureau in writing. Any oral explanations or instructions not covered by an addendum shall not be binding on the State.

4.2.3 INVESTIGATION AND SUPPLEMENTAL INQUIRIES REGARDING BIDDER QUALIFICATIONS AND RESPONSIBILITY

A. In addition to the information supplied with a proposal, the Director of the Division of Purchase and Property may seek supplemental information or make supplemental inquiries to the qualifications and responsibility of a bidder and to the accuracy or adequacy of information supplied by a bidder. The bidder shall cooperate with these inquiries and shall supply any information and site access required by the Director. Such investigations may include but are not limited to:

1. Inquiries and analysis relevant to the bidder's personnel, licenses, financial status, insurance or past work.

2. Visits by State representatives to sites and clients presently or formerly served by the bidder.

3. Inspection of the bidder's facilities, including any subcontractors' facilities.

4. Inspection of laboratories and other outside facilities proposed for use by the Contractor.

B. In submitting a bid proposal, the bidder consents to investigation by the Director or, at the Director's request, the Attorney General to determine whether the bidder is sufficiently responsible to undertake the work hereunder. The bidder consents to the use and consideration by the Director for these purposes of any pertinent information which may be derived from the investigatory arm of any state or federal governmental agency including but not limited to, any information pertaining to the bidder's criminal history.

4.2.4 BID CLARIFICATION

Bid proposals will be reviewed by an Evaluation Committee appointed by the Director. Where the Evaluation Committee reviewing the bid proposals determines that any or all of the bid proposals require some clarification, the Evaluation Committee may require any or all of the bidders to clarify their bids through an oral presentation or through written responses to written
questions. At such an oral presentation or in such written questions, the Committee may request
the bidder to clarify or explain items in its bid proposal.

However the oral or written presentation may not be used to supplement or to change the
original bid proposal. The Purchase Bureau will schedule the time and place of any such oral
presentations. Oral presentations will be tape recorded and the tapes will be available for
inspection by all bidders. Written questions and responses will also be available to all bidders.

4.2.5 PUBLIC ACCESS TO BID SUBMISSIONS

Pursuant to law, each bid proposal timely received by the Purchase Bureau shall be publicly
opened and shall become a public record as part of this bidding process. At that time, each
response to the RFP and its complete contents including the submission of qualifications and the
bid proposal is available for public inspection. Such inspection is regulated by the rules of the
Purchase Bureau and may be scheduled through the procurement specialist responsible for this
RFP. Further, the contents of any bid proposal, as accepted by the State, will become part of
any public contract which may be awarded as a result of this RFP.

4.2.6 BID PREPARATION COSTS

Bidders are responsible for the preparation and submission of their bids. The State of New
Jersey assumes no responsibility or liability for any costs incurred by any bidder in the
preparation of the bid submissions.

4.3 MANDATORY REQUIREMENTS AND MINOR FORMALITIES

In order for a bid proposal to be considered responsive to this RFP, the bidder must comply with
all of the mandatory procedures and requirements of the RFP and must agree to all of the
material terms and conditions contained in the RFP. Failure to do so will result in bid proposal
rejection. These mandatory requirements include, but are not limited to, the grounds for
automatic bid rejection listed in the rules of the Division of Purchase and Property, N.J.A.C.
17:12-2.5, such as:

- Failure to sign the bid proposal.
- Failure to submit bid proposal on time.
- Submission of bid proposal in pencil.
- Failure to attend Mandatory Bidder's Conference or Mandatory Site Inspection.
- Failure to initial price alterations.
- Inclusion of Cash on Delivery term in bid proposal.

4.3.1 MINOR DEVIATIONS

However, pursuant to N.J.A.C. 17:12-2.4 and depending on the circumstances, the Director may
determine to waive any minor deviation from the RFP and/or any deviation from a minor formality
which does not affect the integrity of the bidding process or materially affect the contract which
the State seeks through this RFP.
5.0 PREPARATION AND SUBMISSION OF BIDDER QUALIFICATIONS AND BID PROPOSALS

In order for a bid proposal to be considered responsive, a bidder must agree to perform the Scope of Work described in this RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP or their equivalent, and provide the information as required below. Bidders are advised to read the entire RFP and any addenda subsequently issued by the Issuing Office before preparing and submitting their qualifications and bid proposals.

5.1 BID PROPOSAL

A. As evidence of the bidder's qualifications and responsibility to perform the work required by this RFP, the bidder must submit a package of information which should include at least the following items, copies of which are included as Attachments to this RFP: (One clearly marked original and six (6) copies of the qualifications must be submitted).

1. OWNERSHIP DISCLOSURE FORM. The bidder (individual, corporation or partnership), including each joint venturer of a joint venture, must disclose the ownership information required by Attachment 2.

2. AFFIRMATIVE ACTION SUPPLEMENT TO BID SPECIFICATIONS. The bidder including each joint venturer of a joint venture must provide the affirmative action information required by Attachment 3.

3. HAZARDOUS WASTE CONTRACTOR DISCLOSURE FORM. The bidder, including each venturer of a joint venture must provide the personnel, financial and historical information required by Attachment 4.

4. EXPLANATION OF PAST PROBLEMS. If the bidder, including each joint venturer of a joint venture, has previously performed work for the State and has received written complaints or negative written formal evaluations from the State or has been involved in disputes with the State about that work, the bidder must explain what, if anything, the bidder has done, or will do, to avoid similar problems in the future. This explanation must deal specifically with the problems which were noted by the State which led to the dispute and must outline any organizational, operational or other changes which have been or will be implemented. Attachment 5 is provided for this purpose.

5. BIDDER INFORMATION. The bidder and each bidding joint venturer of a joint venture must submit the information required its organizational structure, business locations, business resources and other information required by Attachment 6.

In addition, the bidder shall include the following:

a. A narrative of the bidder’s history focusing on the firm's work on remedial design projects. In order to be eligible for this contract, the bidder must have been in existence for at least five (5) years.

b. A chart delineating the bidder’s organizational structure, including details of any joint ventures and affiliations with any other entities, describing the entity’s person-power resources. In order to be eligible for this contract, the bidder must demonstrate its capability to support its existing obligations while undertaking the
start of four (4) designs in the first year, then starting three (3) additional designs per year in each of the following two (2) years.

c. A list of the bidder’s contracts over the last ten (10) years with the federal government and state government agencies.

d. A list of the remedial design projects which the bidder has performed over the last ten (10) years

6. STANDARD FORM 254. The bidder must submit the information required by Standard Form 254, as provided on Attachment 7. This form is also called an "Architect Engineer and Related Service Questionnaire".

7. PROJECT HISTORIES. The bidder must submit as part of Stage 2 a set of "Project History Forms" documenting the bidder's past experience on remedial design projects similar to the subject of this contract. Reference section 5.2.4.1 for requirements and Attachment 8 for complete set of forms. Project Histories will be first evaluated against the minimum requirements in order for the bidder to be eligible for contract award.

8. TRANSMITTAL LETTER FOR THE BID EXECUTED BY THE BIDDER. The RFP coversheet (located behind Attachment 13) or similar letter of transmittal are acceptable forms.

9. A "JOINT VENTURE CERTIFICATE" If the bid is submitted by a joint venture. Attachment 10 is provided for this purpose.

10. A "CORPORATE RESOLUTION OF AUTHORITY TO SUBMIT BID" If the bidder is a corporation. This form designates the person who can sign and submit the bid on behalf of the corporation. Attachment 11 is provided for this purpose. (See RFP Section 5.2.1 below for more information.)

11. THE BIDDER'S PRICE PROPOSAL. The Price Schedules in Attachment 12 are provided for this purpose. See RFP Section 5.2.3 below for additional information.

12. THE BIDDERS TECHNICAL PROJECT ORGANIZATIONAL PROPOSAL. As described in Section 5.2.4 of this document, presenting the bidder's organizational and management approach to address the multiple projects under this contract.

13. NOTICE OF INTENT TO SUBCONTRACT FORM AND SUBCONTRACTOR UTILIZATION PLAN FORM. This is a contract with set-aside subcontracting requirements. The bidder must return with its bid proposal a completed Notice of Intent to Subcontract form listing all subcontractors that it intends to use during the course of the contract. Failure to do so will be sufficient cause to reject a bidder’s proposal as non-responsive.

Bidder’s intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan. Failure to do so will be sufficient cause to reject a bidder’s proposal as non-responsive.

5.2.1 GENERAL INSTRUCTIONS FOR BID PROPOSAL

The following instructions apply to all bid proposals:

A. SIGNATURE OF BID PROPOSAL
The Bid Form must be signed by an authorized person and submitted with the Bid Proposal. The RFP's Cover Sheet is provided for this purpose. The signature must be an original in ink. Typed, stamped or penciled signatures are not acceptable.

If the bidding entity is a Partnership, the bid proposal must be signed by a partner with its title noted thereon.

If the bidding entity is a corporation, the bid proposal must be signed by a person authorized to sign on behalf of the corporation and be accompanied by a corporate resolution authorizing the individual signing the bid proposal to enter into contractual agreements on behalf of the corporation. The corporate resolution must specify the identification number of this RFP and the state of incorporation and must be affixed with the corporate seal.

A bid proposal by a joint venture must be signed by an officer of each joint venturer.

Note that a signature on a Stockholders Disclosure Form or other attachment is not sufficient. Unsigned bid proposals and bid proposals not properly signed will be rejected.

B. PRICE ALTERATIONS

Any modification or correction (including a white out) on the face of a bid of a unit price or lump sum price which has already typed or written into the bid proposal must be initialed in ink by the person signing the bid proposal or else that price will be disqualified from consideration and, if the price is critical to the bid proposal, the bid proposal will be rejected.

C. LITERATURE AND BID INFORMATION

When the RFP requires price lists, product literature or other information, this material must be submitted concurrently with the bid proposal in order to be considered as part of the bid proposal. If submitted after the bid proposal opening deadline, such information will be rejected and will not be evaluated with the bid proposal.

D. DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. Although the State hopes to take advantage of discounts, they will not be considered in determining the lowest bid. Discount periods shall be calculated from the date that the recipient State agency has both accepted the goods or services and received a properly signed and executed State Payment Voucher Form PV-393.

5.2.2 FORMAT OF BID PROPOSAL

The following format is a guideline for bid proposals under this RFP.

A. One (1) clearly marked original of each bid proposal must be submitted to the Purchase Bureau. Six (6) additional copies shall also be submitted for a total of seven (7) submissions.

B. The bid proposal should be typed or written in ink. The bid proposal must not be prepared in pencil.

C. The bid proposal must be accompanied by completed copies of all the attachments and other forms and documents required by the RFP.
D. The bid proposal should be presented in a straightforward, concise and clear manner so that it can be easily comprehended, even by persons not necessarily expert in the subject matter of the bid proposal.

E. The bid proposal should either follow in format the Sections and Subsections of the RFP or be clearly cross-referenced to the RFP so that it can be readily ascertained whether the bid proposal is responsive to the various RFP requirements.

F. All blanks and spaces in the bid proposal and in the attachments should be filled. "N.A." should be inserted where a provision is not applicable. Ditto marks should not be used where material is repeated.

G. Any ostensibly minor deviations from the RFP which are contained in the bid proposal should be listed and explained on a separate page of the bid proposal entitled "EXCEPTIONS."

H. The submission of large volumes of preprinted or "OFF THE SHELF" information as part of the bid is discouraged. Information that specifically addresses the project at hand is preferred.

I. The cover and/or envelope for the bid proposal should be labeled with the RFP identification number ("X" number listed on the face of this RFP), the final bid proposal opening date and the name of the procurement specialist responsible for this RFP.

5.2.3 PRICE PROPOSAL

General

This section must specify all the price information on which the bidder is basing it’s proposal. Attachment 12 of the RFP contains the Price Schedules A-E and Labor Work Sheets. All information required in Attachment 12 must be completed or the proposal shall be considered non-responsive.

A. Price Schedule A & B - Prime Contractor and Professional Subcontractor Salary Rates

On Price Schedules A-1 thru A-12 and B-1 thru B-12 the bidder shall state for itself and any proposed professional subcontractor the current direct hourly rates for each labor category and shall calculate an average direct salary rate to be used for calculating the total estimated proposal price. Instructions for completing this are on the schedules.

The term of the contract will be a three (3) year period. It is anticipated that it may take up to six months to award this contract and that the time interval from the bid due date to the end of the contract may span a three and one half (3 1/2) year period.

The State will use the average of the top four (4) salary rates, as supplied by bidder, for each of the labor categories. In instances where the bidder fails to supply rates for a particular labor category, the State will use the calculated average rate from the next higher labor category.

B. Price Schedule C - Prime Contractor and Professional Subcontractor Labor Work Sheets

On Schedule C, the bidder must delineate the number of hours per labor category it will assign to the Prime Contractor and any Professional Subcontractor.
On Schedule C, the NJDEP has estimated the total hours which may be needed under this contract for each Labor Category. These estimates are for bidding purposes only and are based on the NJDEP's experience on past projects of this sort. The actual total and distribution of hours will vary from project to project, depending on the type of project and the specific scope of work.

Under this contract, the Prime Contractor may only subcontract up to a maximum of 15% of the estimated Total Contract Hours. In Column I the bidder must delineate the hours assigned to the Prime Contractor, which must be a minimum of 85% of the Total Contract Hours. If the bidder intends to use a Professional Subcontractor(s), the subcontractor's hours must be listed in Column II for each applicable labor category. Column I plus Column II must be equal to the figure given in Column III.

If the bidder does not intend to use a professional subcontractor, then all hours on Schedule C should be assigned to the prime contractor.

C. Price Schedule D - Prime Contractor and Professional Subcontractor Total Cost

On Price Schedule D the bidder shall derive the Prime Contractor’s and Professional Subcontractor’s Total costs by multiplying the total hours listed for each labor category on Schedule C and the average direct hourly rates listed in Schedules A & B for each labor category, and then adding in the indirect costs, direct costs and profit. The average hourly rates are transferred from Schedules A & B and multiplied by the hours in Schedule C to obtain the Total Direct Labor Cost, line item (1) of Price Schedule D. The bidder shall apply the Prime Contractor and Professional Subcontractor Indirect rates in line item (2) and fixed 15% Other Direct Cost percentage on line item (5) against the Total Direct Salary Cost as shown on Schedule C. The bidder shall also apply the Profit Rate against the total Direct and Indirect Salary Cost in line item (3). The Total Cost is then obtained by summation of line items (3), (4) and (5).

**NOTE:** For Joint Ventures bidding on this solicitation as the Prime Contractor, the Indirect Rate submitted must be a singular rate which shall apply to all joint venture members, and used in the execution of the contract. See RFP Section 6.10.1.G.4.

If a Prime Contractor is proposing a Professional Subcontractor for only one or two of the labor categories listed, then zeros should be placed in those categories for which a Professional Subcontractor is not being proposed. If a Prime Contractor is intending to use more than one Professional Subcontractor, then a separate Price Schedule B and D-2 must be prepared for each Professional Subcontractor.

D. Price Schedule E - Total Bid Price

Price Schedule E shall state the bidder’s Total Bid Price including the Total Cost for hours worked of the Prime Contractor and costs of any Professional Subcontractors. The Total Bid Price shall be a sum of the prices listed on Schedule D of the Prime Contractor and any subcontractors, which have been calculated from the total hours and average salary rates in Schedules A, B & C.

F. Other Direct Office Costs, Travel and Daily Subsistence Costs

For bidding purposes, bidders shall add into their costs on Schedule D an amount of Other Direct Office Costs, Travel and Daily Subsistence Costs for non-field effort equal to
fifteen percent (15%) of Total Direct Labor Cost. Other Direct Office Costs include all direct project related costs associated with normal Reproduction and Printing, Mail and Messenger Services, PC Time, Telephone and Fax, etc. Non-field effort Travel and Daily Subsistence Costs will include all project related travel except for the field investigation phase which is covered in item G below.

Under this contract, the contractor shall be paid its actual Other Direct Office Costs, Travel and Daily Subsistence Costs up to not-to-exceed total of fifteen percent (15%) of its Total Direct Labor Cost.

G. Other Direct Field Costs

Bidders should not include in their bid any amount for Other Direct Field Costs. Other Direct Field Costs, such as consumables, supplies, equipment, travel and daily subsistence (See NJ Travel Regulations, Appendix 13), etc., shall be established for each site specific engagement task as a negotiated budget and included as a change order in conjunction with any required non-professional subcontracts.

NOTE: Mode of travel to and from a site or to the NJDEP Offices is at the discretion of the contractor. Travel transportation cost remuneration however, will be limited to ground travel within a one hundred (100) mile radius of the NJDEP offices in Trenton, NJ.

H. Non Professional Subcontractor Costs

Bidders should not include in their bid any amount for non-professional subcontractors. Non professional subcontractor costs for laboratory analysis, surveying, well drilling, material removal and similar activities will be established at the time of each Site Specific Project contract engagement.

5.2.4 EXPERIENCE AND STAFFING PROPOSAL REQUIREMENTS

In the proposal, the bidder shall delineate the structure of its project organization, and shall describe its approach to the management of this project as defined below. For a Joint Venture, only one of the members shall act as the lead member in dealing with the State regarding negotiations of scope of work and costs for the site-specific engagements under the contract. As part of the proposal, the bidder shall include the following:

1) A chart which delineates the bidder's project organization, including the program and project manager(s), the other key personnel and the other professional and technical personnel, and describes the roles of the various personnel. In order to be eligible for this contract, the company must demonstrate its capability to support its existing obligations while undertaking the start of four (4) designs in the first year, then starting three (3) additional designs per year in each of the following two (2) years;

2) An operational management plan which describes:

   a) The bidder's cost and schedule controls, focussing on the bidder's plans for managing numerous concurrent projects.

   b) The bidder's contingency plans for dealing with problems and correcting errors that occur.

   c) The bidder's policies and plans for dealing with emergencies and work overloads.

   d) The bidder's policies and procedures for selecting and managing subcontractors.
e) The bidder's policies and procedures for maintaining quality control and conducting audits of the work.

f) Staffing Plan based on work to be awarded as described in Section 5.1.A.5.b.

5.2.4.1 Project Histories:

The evaluation will consider the firms management approach, coordination of disciplines and subcontractors, quality control procedures, and prior experience through the evaluation of project histories.

The bidder shall demonstrate through examples of past projects their experience in completing projects related to hazardous waste sites. The examples shall cover aspects of site remediation to include completing a remedial design bid package for remedial action of hazardous waste projects, and design services and engineering support during the construction phase of the projects as included in the forms of Attachment #8. Also personnel presented in the proposed Staffing Plan should be identified with the project history examples in their resumes. In addition, the Contractor shall have working experience with the State or Federal government and the duration of such period shall be specified.

The bidder must provide a set of nine (9) Project History Forms, seven (7) for Remedial Design Projects and two (2) for Engineering services during Construction. Attachment #8 is provided for this purpose. The Project Histories are limited to projects completed only by the bidder within the past five years. The forms are intended to demonstrate the bidder's experience in providing various engineering related services for hazardous waste cleanup projects similar to those as described in this RFP. The project histories for Remedial Design projects, at a minimum, shall include small and medium projects. A small project shall be a project that required a minimum of 2,500 labor hours. A medium project shall be a project that required a minimum 4,000 labor hours. The project histories for Engineering Services during Construction shall include projects that required a minimum of 1,000 labor hours. Professional subcontractor hours to the limit of 15% of the total man-hours spent on design before construction may be counted towards the total hours requirement.

Note: Where the bidder has proposed to utilize the services of a Professional Subcontractor (up to 15% limit), those projects submitted as examples completed by the professional Subcontractor will not be accepted.

All nine project histories submitted shall be acceptable. The project histories shall be evaluated on a pass / fail basis. If one of the project histories fails, the bid proposal shall be considered unresponsive. The details for the project history submissions are as follows:

1. Remedial Design projects:

Seven project histories, two small and five medium, shall be submitted. Each project's design effort produced a set of plans and specifications for open competitive bidding including a price schedule, and a measurement and payment section. The following types of projects shall be covered in the submissions:

a. Two medium sized landfill remediation project – design components shall cover the following:

- hazardous waste and / or solid waste landfill caps and covers, geotechnical design, impermeable barriers, slope stability analysis.
- leachate collection system, active or passive gas collection systems
b. Two ground water remediation projects, one small and one medium – design components shall cover the following:

- ground water extraction and treatment with discharge via reinjection, or surface water.
- ground water modeling to determine plume size, capture and long term effects of pumping.
- One of the projects shall have included the design of barrier/cutoff wall.

c. Two contaminated soil remediation projects, one small and one medium – design components shall cover the following:

- each project shall have included contaminated soil delineation, with either excavation and offsite disposal or some type of insitu or ex-situ treatment, and restoration.

d. One medium sized project that required the design of a soil vapor extraction and/or air sparging systems.

2. Engineering Services during Construction:

Two project histories that required design services and engineering support during the construction phase (total labor – 1,000 hours or more) shall be submitted. The following areas of work shall be covered in each of the submissions:

- design modifications during construction
- plans and specifications interpretation
- review of shop drawings
- product substitution review and recommendation
- construction change order and claims support

Types of projects involved may be as follows:

- contaminated soil remediation
- ground water remediation
- hazardous waste/solid waste landfill caps and covers

Note: The staffing plan in section 5.2.4.2 requires that the Program Manager, Project Managers, and Discipline Leaders each must have worked on one or more of the above project history examples.

The bidder is required to complete each section of the Project History Form. Where indicated, the bidder shall check off the qualifying criteria that apply to the project submitted. In the section "Bidder Staffing Plan Personnel and Role on Project" the bidder shall include the names of the P4 and higher level personnel who worked on the project, their roles and the period of involvement. In the section "Purpose and Results of Contract" the bidder shall describe the reason(s) for which the bidder was hired and the resultant conclusion of the project. In the section "Description of Contract Services" the bidder shall describe the engineering services that the bidder performed, and/or the bidder secured for their client, in order to reach the project's resultant conclusion. The "Client Contact Person" shall be the person who functioned as the project manager for the client.

The bidder should complete and submit the attached set of nine (9) Project History Forms and Project History Summary sheet (Attachment #8). Only nine (9) forms may be submitted. In the event more than nine (9) forms are submitted, only the first nine (9) forms...
in the order they occur in the submission (first 7 for RD and first 2 for Engineering Services) will be reviewed.

For each history, the project submitted must meet the project size category of work (project phase) and other criteria as required on each form. For a given project, the majority of level of effort (labor) must have been expended for the specific remedial design work for the project history to be accepted. A project history may be deemed an unacceptable submission for any one of the following reasons:

- The client for whom the project was performed does not agree with the bidder's project history as submitted.
- The level of effort does not conform to the required criteria.
- The projects were not completed within the last five years.
- The projects were incomplete as judged by lack of an approved final report.
- The project history contains omissions or factual errors that cause the project history not to conform to the criteria presented.
- Failure to supply information requested on the Project History Form that is deemed necessary to meet any of the above criteria.

For the 9 Project Histories submitted, all nine must be acceptable in order for the project history submission to be accepted. Even if one project history is not accepted, the submission will be found unresponsive and the bid will be rejected. See Section 7.2.

5.2.4.2 Staffing Plan

The Contractor shall furnish information on the management and technical staff who will be directly engaged on design work under this contract. The Contractor must demonstrate its capability to support its existing obligations while undertaking the start of four (4) design projects in the first year, then starting three (3) additional design projects per year in each of the following two (2) years. The in-house staffing must include senior and mid-level positions with the various disciplines that may be required for the efficient execution of the projects.

The staffing plan shall identify key personnel and project managers who will be assigned to the RD projects under this contract, and their prospective roles. The number and disciplines of the staff should be included that will be available to accomplish the varied Design SOW tasks within the terms of the proposed contract and multiple RD projects. The plan should demonstrate the adequacy of personnel (both quality and quantity) in engineering and related disciplines with educational and experience backgrounds to successfully complete the SOW of the estimated ten (10) projects within the three (3) year time frame. The bidder must understand that the key personnel proposed will be available to work on the RD projects if the bidder is selected for a contract award. The staffing plan proposed must be consistent with the proposed distribution of hours for each partner of the Joint Venture contained on the Price Schedules.

Professional Engineering Subcontractor personnel where utilized, shall be included in the Staffing Plan up to the 15% level. Subcontractor personnel of a P4 and a higher level and persons responsible for on-site field operations will be considered a contractual commitment on the Contract. Where the bid is submitted by a Joint Venture, the Staffing Plan submitted must be a unified plan for the RD contract with a singular roles for Program Manager, Project Manager and other key leader functions. There shall be one Program Manager for the entire RD contract and one Project Manager assigned for a specific RD engagement from the Joint Venture firms.

The bidder shall furnish resumes on the Management and all Professional and Scientific level personnel who will be directly engaged on Design work. The resumes shall specifically include educational background with dates and years of professional and technical experience directly relevant to the work under this contract and each person’s role on the Project Histories presented in the proposal. The resumes of the Program Manager, Project Managers and key team members
must be included and their roles clearly indicated on the organizational chart described in Section 5.2.4 and Attachment 4, Bidder Information Form.

The use of all key personnel, any personnel listed at or above a P4 professional level and S3 level personnel, will be considered a contractual commitment by the Contractor. Any change in key personnel will require written approval from NJDEP in accordance with Section 6.8.2 of this RFP.

Specific requirements for management and engineering personnel who are required to accomplish the work under this contract are presented below. See Appendix 7, NSPE Job Category Descriptions, for the qualifications required for personnel at professional level P1 to P7, which corresponds to Engineer 1 to Engineer 7. All personnel from Program Manager (P7) to Engineering Staff (P1 and P2) must have a minimum B.S. Degree in Engineering. Non-Engineering personnel will be Scientists from S1 to S3.

**Program Manager (P7)**
Minimum five (5) years with bidder’s firm. The Program Manager shall have a minimum of two years experience in the bidder’s firm with oversight responsibilities of a group of design Project Managers. The Program Manager shall have overall technical and administrative responsibilities for all projects within this Contract. This officer shall ensure that the quality of the work done by the firm meets good engineering practice, all applicable codes and regulations, and all industry and corporate standards. Engineering experience: Must have more than ten (10) years of working experience in the engineering field after obtaining the B.S. Degree in engineering.

**Project Manager (P6)**
Minimum five (5) years with bidder’s firm. The Project Manager must have been a PM on two (2) design projects of medium size (labor > 4,000 hours) and three (3) other small projects (labor > 2,500 hours). All the designs must have resulted in biddable plans and specifications. PM experience is defined as having full responsibility for the success of the project. Responsibilities include day to day client contact, project budgets, planning, scheduling, design staff oversight, and general coordination of the project within the firm. Budget responsibilities include cost proposals, level of effort estimation, and cost tracking. The resume must include the names of the above projects managed and indicate the time period of involvement. Engineering experience: Must have more than ten (10) years of working experience in the engineering field after obtaining the B.S. Degree in engineering.

**Discipline Engineer (P6)**
Minimum two (2) years with the bidder’s firm. Design oversight position. Provides overall review, approval, direction to a group of engineers usually specializing in one discipline. Engineering experience: Must have more than ten (10) years of working experience in the engineering field after obtaining the B.S. Degree in engineering.

**Lead Engineer (P5)**
Minimum two (2) years with bidder’s firm. Performs supervisory work and coordination, as well as the review and approval of the subordinate staff’s engineering work such as the calculations, drawings and specifications. Engineering experience: Must have more than ten (10) years of working experience in the engineering field after obtaining the B.S. Degree in engineering.

**Senior Engineer (P4)**
Minimum two (2) years with the bidder’s firm. Prepares the more complex engineering analysis, calculations, drawing and specifications. Engineering experience: Must have more than six (6) years of working experience in the engineering field after obtaining the B.S. Degree in engineering.

**Engineer (P3)**
Minimum one (1) year with the bidder’s firm. Performs the routine and mid level engineering
analysis, calculations, drawings and specifications. Engineering experience: Must have more
than four (4) years of working experience in the engineering field after obtaining the B.S. Degree
in engineering.

Engineering Staff (P1 and P2)
No minimum time with the bidder’s firm. Performs routine engineering and scientific work at an
entry level or staff position under the supervision of senior level staff and managers.

Note: The above listed personnel must also meet the minimum educational, and professional
licensing, job duty, and responsibilities requirements set forth in Appendix 7.

Scientists (S1 to S3)
This category of personnel shall cover non-engineering titles. The Lead Scientist (S3) shall
have a minimum of two (2) years time with the bidders firm. The Senior Scientist (S2) shall
have a minimum of one (1) year of time with the bidders firm. The Scientist (S1) will have no
minimum time requirements with the firm.

Technician, CADD Operator, Word Processor (T1 and T2)
Support Staff. No resume necessary, but the names and title and years of experience must be
listed.

Geotechnical Engineers
Two (2) resumes shall be submitted for design engineers the bidder considers to be experts in
geotechnical engineering. These engineers shall be at minimum P4 level professionals. These
resumes will be evaluated and scored based on their education in geotechnical engineering,
and experience in geotechnical issues.

5.2.4.3 Labor Categories

The labor categories described above and in Appendix 7 are considered typical professional and
technical levels required to accomplish the work specified in the SOW and are to be used for
establishing labor rates on the Price Schedules under this RFP and for preparing the Project
Organizational Chart. If the bidder's own personnel categories or titles vary from those listed below
cross-references must be provided in the Proposal package.

NOTE: Management staff at a level higher than Program Manager, and Clerical and support staff at
a level lower than technicians are not to be considered in the direct man-hours level of effort
required, but should be considered as overhead.

All personnel listed at or above a P4 Professional Level and S3 level shall be designated as key
personnel and considered a contractual commitment by the Contractor. Any change in key
personnel will require written approval from NJDEP in accordance with Section 6.8.2 of this RFP.

5.3.4 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

In order to safeguard the integrity of State government procurement by imposing restrictions to
insulate the negotiation and award of State contracts from political contributions that pose the
risk of improper influence, purchase of access, or the appearance thereof, the Legislature
15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the
Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

Definitions:

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


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

Breach Of Terms Of The Legislation:

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

Certification And Disclosure Requirements:

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at http://www.state.nj.us/treasury/purchase/forms.htm#eo134, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

State Treasurer Review:

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

Additional Disclosure Requirement of P.L. 2005, c. 271:

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

5.3.4.2 SOURCE DISCLOSURE REQUIREMENTS

REQUIREMENTS OF N.J.S.A. 52:34-13.2:

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

SOURCE DISCLOSURE REQUIREMENTS:

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure
Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/07x39201.shtml.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

BREACH OF CONTRACT OF EXECUTIVE ORDER 129:

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.
6.0 GENERAL TERMS AND CONDITIONS FOR BIDS AND CONTRACTS

6.1 AFFIRMATIONS

In signing and submitting a response to this RFP, the bidder hereby makes the following affirmations which apply to the bid submissions and to any contract issued hereunder.

6.1.1 RFP OBLIGATIONS

The bidder hereby warrants that it has received and read the RFP and all addenda thereto. The bidder warrants that it understands the requirements of the work required by the STATE. The bidder warrants that the information contained in its bid submission is truthful and accurate and that it is capable and willing to accept a contract arising from this RFP. The bidder warrants that it has the capabilities and credentials required by the RFP and stated in the qualifications submission. The bidder warrants that it will faithfully perform the work required by this RFP and will abide by the terms, conditions and other requirements of this RFP.

6.1.2 EPA REQUIREMENTS

The bidder understands that work under this Contract may now or in the future be funded in whole or in part by the Federal Environmental Protection Agency (EPA) pursuant to an assistance agreement with the STATE. As such, the bidder agrees that its responsibilities hereunder shall be performed consistent with any EPA requirements for work funded by the EPA and that all applicable EPA standards of performance for work of this type are hereby incorporated by reference.

6.1.3 RESPONSIBILITIES OF THE CONTRACTOR

The bidder understands and agrees that as CONTRACTOR it will be responsible for any work performed under this Contract and that its responsibilities include the following:

A. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the CONTRACTOR under this Contract. For all environmental measurements or data generated under this Contract, the CONTRACTOR shall comply with the quality assurance requirements in Section 8.0 of this RFP. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other services.

B. The CONTRACTOR shall perform the professional services necessary to accomplish the work specified in this Contract in accordance with this Contract and any applicable EPA requirements in effect on the date of any engagement hereunder.

C. The STATE'S approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of its work. The STATE'S review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this Contract or of any cause for action arising out of the performance of this Contract.

D. The CONTRACTOR shall be responsible for work performed by any subcontractors hereunder and will hold the STATE harmless for any claims by these subcontractors arising out of this contract.
E. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the STATE caused by the CONTRACTOR'S negligent performance of any of the services furnished under this Contract.

F. The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances under this Contract or STATE law and in no way diminish any other rights that the STATE may have against the CONTRACTOR for faulty materials, equipment or work.

G. In the event that the CONTRACTOR for this contract is a Joint Venture, then, each of the corporations or other entities comprising the Joint Venture shall be equally responsible for the performance of, or compliance with, all terms and conditions of this contract, and the failure or inability of one member of the Joint Venture to perform shall not excuse the obligation of the other to render complete performance. All liability under this contract shall be imposed jointly and severally upon each party to such Joint Venture.

6.1.4 COVENANT OF NON-COLLUSION

A. Pursuant to N.J.S.A. 52:34-19 and consistent with Executive Order No. 189 (1988), the CONTRACTOR does hereby warrant and represent that this Contract has not been solicited, secured, or prepared directly or indirectly, in manner contrary to the laws and regulations of the STATE OF NEW JERSEY and that said laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct as described below, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any STATE employee, officer or official.

B. In connection with this contract, the CONTRACTOR shall not pay, offer to pay, or agree to pay, either directly or indirectly, in connection with this contract, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any STATE officer or employee or special STATE officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or by the Department of Environmental Protection or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

C. The CONTRACTOR shall report in writing to the Attorney General and the Executive Commission on Ethical Standards the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any STATE officer or employee or special STATE officer or employee from any other STATE vendor.

D. The CONTRACTOR shall not influence, or attempt to influence or cause to be influenced, any STATE officer or employee or special STATE officer or employee in its official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

E. The CONTRACTOR shall not cause or influence, or attempt to cause or influence, any STATE officer or employee or special STATE officer or employee to use, or attempt to use, its official position to secure unwarranted privileges or advantages for the CONTRACTOR or any other person.
6.1.5 COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bonafide employees or bonafide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

6.1.6 NON-DISCRIMINATION

During the performance of this Contract the CONTRACTOR warrants that:

A. The CONTRACTOR will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, handicap or sex. The CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, handicap or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

B. The CONTRACTOR, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, STATE that all qualified applicants, will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, handicap or sex.

C. The CONTRACTOR will, where applicable, send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers of the CONTRACTOR'S commitments and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

D. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and 10:5-31 through 10:5-38, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

E. The CONTRACTOR must provide proof that, if required, it is operating under a Federally or STATE approved or sanctioned affirmative action program. The CONTRACTOR will abide by any such federally or STATE approved or sanctioned affirmative action program.

F. The CONTRACTOR will include these same provisions in any subcontract executed hereunder.

6.1.7 PREVAILING WAGE

A. New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 (NJSA 34:11056.2 et seq.) is made part of every contract entered into by the STATE where applicable. The Bidder's signature on the Bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act. The CONTRACTOR also agrees to comply with the Wage Act,
Copeland Act and the Contract Work Hours and Wages Act, as stated in 29 CFR Parts 3, 4 and 5.

B. The CONTRACTOR also agrees that if any conflict exists between the wage requirement of the New Jersey Prevailing Wage Act and Section 9604(g) (1) and the Federal requirements, the CONTRACTOR must comply with the higher of the two wage requirements when both requirements are applicable.

C. Prevailing wage rates apply to well drilling and soil boring for all design contracts with a total cost over $2,000.00. They do not apply to surveying.

D. The CONTRACTOR agrees to make this provision part of any subcontract hereunder.

6.1.8 CLEAN AIR AND WATER CERTIFICATION

The CONTRACTOR warrants that it is currently in compliance and shall continue in compliance for the term of this Contract with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, the USEPA Regulations (40 CFR, Part 15) and the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. 6901, Subtitle C of October 21, 1976, 40 CFR, Parts 260 through 267 and 121 through 124 promulgated November 19, 1980.

6.1.9 LEGAL COMPLIANCE

The bidder warrants that in performing its responsibilities under this Contract, it will comply with all local, STATE and Federal laws, rules and regulations applicable to this Contract and to the work to be done hereunder. The bidder understands and agrees that failure to comply will constitute a material breach of this Contract and be grounds for termination.

6.1.10 FIRM PRICES

The bidder agrees to hold the bid prices firm for at least one hundred eighty (180) days following the bid opening date to allow the STATE to evaluate its bid and make an award. If awarded a Contract, the CONTRACTOR agrees not to raise the bid prices for the duration of the Contract, except as allowed in the contract.

6.1.11 ONGOING OBLIGATION TO FURNISH REQUIRED INFORMATION

The bidder warrants that it will provide the information and items necessary, fulfill the preconditions for execution of a contract hereunder and will immediately inform the Director of any material changes in the information submitted in its bid response to this RFP. Failure to do so will be considered a material breach of Contract.

6.1.12 CONFLICT OF INTEREST

The STATE will seek recovery of the costs of the cleanup of specific sites from any and all responsible parties and must anticipate the possibility of litigation with one or more of these parties. In order to avoid a conflict of interest or the appearance of a conflict, the STATE requires that the CONTRACTOR disclose on a "Conflict of Interest Certification", Appendix 2, any work it has done on the sites covered under this Contract and any contractual or other business relationship occurring during the preceding five years between the CONTRACTOR, or any professional engineering subcontractor, and any person or entity who is or may be responsible for the closure of the landfill or for the cleanup costs at the sites.
In evaluating specific engagements under this contract, the STATE will consider whether and to what extent the CONTRACTOR has done prior work on the site or have, or have had, business relationships with parties potentially responsible for hazardous wastes at the sites covered by this contract and will determine whether potential conflicts of interest exist sufficient to disqualify the CONTRACTOR from the engagement. The nature, extent, volume and time frames of any such business relationship must be provided to the STATE in order that an evaluation can be made as to the level and severity of the potential conflict.

It is agreed and understood that the STATE may reject or terminate an engagement under this contract if and when the STATE determines that a conflict of interest or the appearance of a conflict of interest exists between the CONTRACTOR, and the STATE’S interest in seeking financial recovery for the cleanup of a hazardous waste-site. The STATE shall make such determination on a case-by-case basis using information supplied by the CONTRACTOR and otherwise obtained. The CONTRACTOR agrees to accept as final any determination by the STATE on this issue.

The CONTRACTOR, including each venturer of a joint venture, and each subcontractor, must disclose as part of each engagement under this contract any work that the CONTRACTOR has done on, or in regard to, the site covered by the engagement, and any contractual or other business relationship occurring during the past five years between the CONTRACTOR/subcontractor and any of the persons or entities listed for the site covered by the engagement as Potentially Responsible Parties.

As additional information becomes available to the STATE, the STATE reserves the right to identify at any time additional parties who may be responsible for the site and to disqualify the CONTRACTOR or terminate the engagement on that basis. In addition, if the CONTRACTOR/subcontractor becomes aware of any contractual or other business relationship occurring during the preceding five years between the CONTRACTOR and any person or entity who is or may be responsible for the cleanup costs at a site, the CONTRACTOR/subcontractor will immediately convey this to the STATE.

For purposes of this provision, a CONTRACTOR or subcontractor will be deemed to have had a business relationship with an-alleged or known responsible party if it has had such a relationship with a parent, subsidiary, predecessor or successor of such a party, or if it has been engaged by independent legal representatives on behalf of any of such parties as so defined.

6.1.13 CONFLICT OF OBLIGATIONS

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

As to each of the Potentially Responsible Parties identified by the STATE, the period covered by this restriction shall extend from the date of notification of the CONTRACTOR for an engagement under this contract until the later of: 1) five (5) years from the date of final completion of work under the engagement including O&M services; or 2) final judgement, including all potential appeals in a court of competent jurisdiction of any claims initiated by the STATE or the United States against said party provided that such claims are made in a court of law within five (5) years from Final Completion including O&M services. This later restriction shall apply only to claims that are related to the presence or previous presence of hazardous substances at or near
the real property referred to on the sites under this contract. This restriction shall be terminated only upon written notice from the STATE that any such claims have been finally adjudicated which notice may be requested by the CONTRACTOR.

6.2 CONTRACT INTERPRETATION AND ADMINISTRATION

In signing and submitting a bid proposal under this RFP, the bidder hereby agrees that the following provisions apply to the interpretation and administration of its/its bid and any contract hereunder.

6.2.1 LAW GOVERNING CONTRACT

It is agreed and understood that any contract awarded as a result of this RFP shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the STATE of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.2.2 FEDERAL REGULATIONS

It is agreed and understood that, as work under this Contract may be eligible for Federal EPA funding assistance, all Federal regulations applicable to this work, at the time of any engagement, including those found at 40 CFR 35.6610, shall apply to this Contract and supersede any conflicting provisions of this RFP, the CONTRACTOR’S bid proposal or any formal contract documents.

6.2.3 CONTRACT PARTIES

The parties to this contract are the CONTRACTOR and the STATE of New Jersey. Although this Contract may be funded wholly or in part with funds from the Federal Environmental Protection Agency, neither the United States nor any of its departments, agencies or employees, is, or will be, considered a party to this contract.

6.2.4 REMEDIES

Unless otherwise provided in this Contract, all claims, disputes and other matters in question between the STATE and the CONTRACTOR arising out of, or relating to, this Contract or the breach of it will proceed as follows:

A. The CONTRACTOR must submit all requests for extra time and compensation, claims and disputes to the STATE within the time-frames specified in this Contract (for example; see Section 6.5 for Change Orders and Claims).

B. The CONTRACTOR shall initially submit any questions, concerns, disputes, claims and requests to the NJDEP Site Manager.

C. Failing informal resolution through the Site Manager, the CONTRACTOR shall submit the matter to the Director, Division of Remediation Management and Response, Department of Environmental Protection for informal administrative proceedings conducted through either the NJDEP or the Division of Purchase and Property.

D. The conduct of any informal resolution or administrative proceeding shall not stay the operation of the statute of limitations for claims contained in the Contractual Liability Act NJSA 59:13-5.
E. In the event that any claim or dispute arises during the performance of the Contract; the CONTRACTOR shall, unless ordered by the STATE, continue to perform the Contract and any Change pending final resolution of the claim or dispute.

6.2.5 CONSEQUENCE OF COLLUSION AND THE PAYMENT OF GRATUITIES

A. If the STATE finds, after notice and an opportunity for hearing, that the CONTRACTOR or any of the CONTRACTOR’S agents or representatives, in violation of the covenant of non-collusion contained herein, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the STATE or EPA in an attempt to secure a Contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the STATE may terminate this Contract. The STATE may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the STATE bases such findings shall be in issue and may be reviewed in proceedings under the Remedies Clause of the Contract.

B. In the event this Contract is terminated as provided above, the STATE may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR, and as a penalty, in addition to any other damages which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the STATE) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurred in providing any such gratuities to any such officer or employee. Nothing herein shall limit the STATE from pursuing any criminal or quasi-criminal remedy against the CONTRACTOR, or from taking any action to debar, suspend or disqualify the CONTRACTOR from STATE contracting.

6.2.6 CONSEQUENCE OF PAYMENT OF CONTINGENT FEES

If the STATE finds, after notice and opportunity for a hearing, that the CONTRACTOR or any of the CONTRACTOR’S agents or representatives employed a person or selling agency to solicit or secure this contract for a contingent fee, commission or other contingent payment, in violation of the covenant against contingent fees contained herein, the STATE may annul this Contract without liability or, at its discretion, deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6.2.7 CONFLICT OF TERMS

In case of a conflict of terms, the order of priority in interpreting the Contract Documents shall be: (1) the formal Contract Document signed by the STATE and the CONTRACTOR which memorializes the agreement between the STATE and the CONTRACTOR; (2) The RFP and all addenda thereto; (3) The CONTRACTOR’S response to the RFP. Unless the formal contract document expressly accepts any deviation from, exceptions to or alterations of the RFP’s provisions, any deviations, exceptions or alterations contained in the CONTRACTOR’S response to the RFP shall not be considered part of the contract and the RFP’s provisions shall be deemed controlling.

6.2.8 DISCLAIMER OF AGENCY RELATIONSHIP

The CONTRACTOR’S status shall be that of any independent principal and not as an agent or employee of the STATE. Nothing contained in the Contract shall be construed to create, either expressly or by implication, the relationship of agency between the STATE and the CONTRACTOR or its subcontractors.

6.2.9 COMPUTATION OF TIME
When the RFP or Contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday and legal holidays shall be excluded.

6.2.10 AVAILABILITY OF FUNDS

The STATE’S obligation hereunder is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the STATE for the payment of any money shall arise unless until funds are made available each year by the Legislature.

6.2.11 FOREIGN CORPORATION

As a condition of contract award, any vendor who is incorporated outside of the State must file a Certificate of Authority with the Secretary of State at the Department of State, State House, Trenton, New Jersey, and send a copy to the procurement specialist for this RFP within ten days of the Notice of Intent to Award (See Section 7.6.2).

6.2.12 SERVICE OF PROCESS

If the CONTRACTOR is neither a resident of New Jersey nor a corporation registered to do business in New Jersey, the CONTRACTOR, by submitting a bid, irrevocably appoints the Director, Division of Purchase and Property, to receive service of process in any civil action which may arise out of this bid or contract. Within 10 days of receipt of any such process, the Director shall transmit it by certified mail to the CONTRACTOR.

6.2.13 CORPORATE "CERTIFICATE OF AUTHORIZATION" TO CONDUCT PROFESSIONAL ENGINEERING AND SURVEYING SERVICES IN NEW JERSEY

Any corporation (except a professional service corporation established pursuant to the "Professional Service Corporation Act," N.J.S.A. 14A: 17-1 et seq.) offering or providing professional engineering and/or land surveying services in the State of New Jersey must obtain a "Certificate of Authorization" from the State Board of Professional Engineers and Land Surveyors to perform these functions. Any corporation offering or providing said services without the requisite Certificate of Authorization is in violation of N.J.S.A. 45:8-56.

6.3 LICENSES, PERMITS AND CERTIFICATES

6.3.1 MAINTENANCE OF LICENSES

In signing and submitting a bid proposal, the bidder warrants that it has and shall maintain, during the term of this Contract, all licenses, certifications, authorizations, or any documents required by the Federal government, State government, County and Municipal governments, and international authorities, wherever necessary, to perform this Contract.

6.3.2 ADVERSE NOTIFICATION

The CONTRACTOR shall promptly notify the STATE of any disciplinary action or change in the status with regard to any license, permit or other authorization required by law or this RFP.
6.3.3 NOTICE OF EPA DISCIPLINARY ACTION

The CONTRACTOR and its subcontractors shall promptly notify the STATE at any time prior to or after the award of this contract in the event the CONTRACTOR or any subcontractor receives any communication from the Assistant Administrator for Enforcement, USEPA or its designee, indicating that any facility which it proposes to use for the performance of the Contract is under consideration to be listed on the USEPA List of Violating Facilities or any similar New Jersey list of violating facilities or that such facility is the subject of an enforcement action by any lawn regulation or condition of the facility's permit. As a result of such notification, the STATE may determine to reject that facility for use under this Contract.

6.3.4 NON-COMPLIANCE WITH LABORATORY STANDARDS

After the award of a contract and throughout the duration of the contract, the laboratory of any CONTRACTOR or subcontractor providing laboratory services pursuant to this contract must continuously be in compliance with the requirements and standards specified in Appendix 6; Quality Assurance Requirements. Prior to the performance of any analytical work pursuant to this contract, the laboratory must submit all required documentation as set forth in Section I; Laboratory and Field Quality Assurance requirements. This information shall be submitted as part of the CONTRACTOR’S Field Sampling Plan - Quality Assurance Project Plan (FSP-QAPP). No laboratory work shall be performed without the written approval of NJDEP. If the STATE becomes aware either through inspections or another source of information, that the laboratory of the CONTRACTOR or its subcontractor is not in compliance with said standards, such non-compliance shall be sufficient grounds to permit the STATE to suspend work with the CONTRACTOR until an acceptable substitute laboratory can be engaged or terminate this contract with the CONTRACTOR. Any substitution of laboratories shall be at no additional cost to the STATE.

6.4 LIABILITY, INSURANCE AND SECURITY

In signing and submitting a bid proposal, the bidder warrants that it accepts the following liability and insurance provisions for this Contract.

6.4.1 COPYRIGHT AND PATENT LIABILITY

The CONTRACTOR warrants that it will hold and save the STATE of New Jersey, its officers, agent, servants and employees, harmless from liability of any nature or kind, for or on account of the use of any copyrighted or uncoprighted composition, secret process, patented or unpatented invention, article or appliance furnished or used by the CONTRACTOR and any subcontractors in the performance of this Contract. This is in addition to and in no way limits any other indemnification provision in the Contract.

6.4.2 INDEMNIFICATION BY THE CONTRACTOR

The CONTRACTOR shall defend, indemnify, protect and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or alleged to arise out of any act, error or omission in the performance of this Contract resulting from the negligence, gross negligence, willful misconduct, intentional tort, fraud, bad faith, or criminal behavior of the CONTRACTOR, its agents, servants, employees and subcontractors. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the STATE for which indemnification is provided under this paragraph, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.
The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR, along with full and complete particulars of the claim. If the suit is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of services performed and/or reports, plans or specifications provided by the CONTRACTOR shall not operate to limit the obligations of the CONTRACTOR assumed in this section or in the other provisions of this Contract.

6.4.3 GENERAL INSURANCE PROVISIONS

This Request for Proposal (RFP) requires certain insurance.

A. CONTRACTOR'S INSURANCE

1. REQUIRED INSURANCE

This RFP requires comprehensive general liability insurance (albeit with a pollution exclusion), Professional liability insurance (albeit with a pollution exclusion), automobile liability insurance, workers compensation and employers liability insurance. Proof of the required insurance in the form of insurance certificates and, where requested by the STATE, insurance policies must be made available for review at the STATE’S offices as a condition of Contract award. Failure to provide and maintain up-to-date proof of required insurance will result in automatic bid rejection and/or Contract termination.

Where a bidder submits a certification that either insurance, a letter of credit or other liability guarantee will be procured when needed, the bidder must subsequently provide the promised Certificates of Insurance, letters of credit or other documentation as a condition of Contract award.

B. SUBCONTRACTORS INSURANCE

1. Subcontractors doing work at the site must satisfy the same insurance requirements and provide the same documentation as the bidder with the exception of professional liability insurance.

2. Subcontractors providing only consultation or other off-site services and not performing work at the site must satisfy the statutory workers compensation and employees liability insurance requirements of this RFP.

3. Subcontractors providing either transportation or disposal or both must meet the insurance requirements of Section 6.4.4 D of this RFP.

C. COST OF INSURANCE AND OTHER LIABILITY GUARANTEES

All insurance and other liability guarantees must be maintained at the expense of the CONTRACTOR. The costs of any insurance or other liability guarantees must be contained within the CONTRACTOR Is bid price (as part of its unit prices, lump sum price or otherwise as appropriate) and may not be separately bid or billed.

6.4.4 INSURANCE SPECIFICATIONS
A. COMPREHENSIVE GENERAL LIABILITY COVERAGE

The CONTRACTOR and any on-site subcontractor is required to procure and maintain at its own expense comprehensive general liability insurance (CGLI) for work under this Contract at least one (1) million dollars per occurrence and in the aggregate. This coverage may include an exclusion for pollution claims. This requirement must be satisfied by CGLI with coverage as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsement limiting the breadth of coverage, other than an exclusion for pollution claims.

The policy shall include operations and premises liability, CONTRACTOR’S protective liability, personal injury liability, an endorsement (broad form) for Contractual liability, and an endorsement for broad form property damage coverage. **The State of New Jersey shall be named as an additional insured.** The policy shall be specifically endorsed to eliminate any exclusions for explosion, collapse and underground hazards (x,c,u). Any insurance policy, which operates on a “claims-made” basis, shall be maintained for the term of this Contract with an extended discovery period for two (2) years thereafter.

B. PROFESSIONAL LIABILITY INSURANCE

The CONTRACTOR is required to procure and maintain at its or her own expense architects or engineer’s professional liability insurance, albeit with an exclusion for pollution claims, of at least one (1) million dollars. To the extent that any subcontractor(s) may engage in architectural or engineering work hereunder, the subcontractor(s) shall also procure and maintain such insurance. The policy must be endorsed to provide contractual liability coverage for indemnification by the CONTRACTOR as required by this contract. If the services to be performed under this contract include construction supervision, the policy shall be specifically endorsed for coverage of such supervision. The policy shall be maintained in effect for at least two (2) years after the completion of all work performed under this contract or any amendment to its contract. Should the CONTRACTOR change carriers during the term of this contract, it shall obtain from its new insurance company endorsement for retroactive coverage.

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The CONTRACTOR and any on-site subcontractor is required to obtain Comprehensive Automobile Liability insurance covering owned, non-owned, and hired vehicles with minimum limits of one (1) million dollars per occurrence for bodily injury and property damage liability combined.

D. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The CONTRACTOR and all subcontractors are required to obtain Workers Compensation Insurance applicable to the laws of the State of New Jersey and any other state where the CONTRACTOR and subcontractor will be active under this Contract, and Employers Liability Insurance with a limit of not less than: $100,000 per occurrence for bodily injury liability; $100,000 occupational disease each employee; and $500,000 aggregate occupational disease.

6.4.5 CERTIFICATES OF INSURANCE

A. As a condition of receiving a contract award and a precondition for executing a formal contract hereunder, the bidder must submit certificates for all insurance required for the CONTRACTOR and any subcontractors.
B. Insurance shall be procured from insurance companies admitted or approved to do business in the State of New Jersey. Insurance certificates shall be from licensed insurance brokers or agents. The broker or agent must submit with the insurance certificates a signed copy of Supplement B or its equivalent detailing the nature of the CONTRACTOR or subcontractors insurance coverage.

C. Insurance certificates submitted for this Contract must specify:

- The insurance companies;
- The effective dates of the policies; and
- The levels of policy coverage.

D. In addition, on Supplement B or other equivalent document, the broker or agent must specify:

- Whether the policies operate on a claims-made or occurrences basis;
- Whether there are any exclusions attached to the policies which might relate to work hereunder contracted for by the STATE;
- Whether any "pollution exclusion" is attached to the policies and whether such exclusion operates to bar any claims on a project involving hazardous wastes or merely to bar pollution-related claims on such a project;
- Whether the policies' limits apply individually to each site-specific Contract or generally to all work everywhere performed by the CONTRACTOR; and
- Whether the policies cover the cost of defense against claims.

E. The certificates shall provide for thirty (30) days notice, in writing, to the STATE prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Contract. The CONTRACTOR shall further be required to provide the STATE with valid certificates of renewal of the insurance upon the expiration of the policies. The CONTRACTOR shall also, upon request, make available for review at the STATE'S offices copies of each policy required under the Contract certified by the agent or underwriter to be true copies of the policies provided to the CONTRACTOR.

F. In the event that the CONTRACTOR provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the CONTRACTOR is required by terms of this Contract to maintain insurance, said certificates shall be acceptable, but the CONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance in accordance with the foregoing provisions, except as otherwise provided in this section.

G. The CONTRACTOR is responsible for providing and maintaining evidence of subcontractors' compliance with the insurance requirements of this contract.

H. All certificates and copies of insurance policies shall be forwarded to:

Leonard Romino, Supervisor
Division of Purchase and Property
Toxic Waste Procurement Unit
401 East State Street, 6th Floor, P.O. Box 413,
Trenton, NJ 08625-0413
6.4.6 MAINTENANCE OF INSURANCE

In the event the CONTRACTOR or any subcontractor fails or refuses to renew any of its insurance policies to the extent required by this Contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, and the CONTRACTOR does not otherwise satisfy the liability guarantees required by this Contract, the STATE may refuse to make payment of any further moneys due under this Contract or refuse to make payments of moneys due or coming due under other agreements between the CONTRACTOR and the STATE. The STATE, in its sole discretion, may use moneys retained under this paragraph to renew the CONTRACTOR’S insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect and the CONTRACTOR does not otherwise satisfy the liability guarantees required by this Contract, the STATE may at its option, either suspend work under this Contract, or proceed to default the CONTRACTOR and thereby terminate this Contract.

6.4.7 DISCLAIMER

The CONTRACTOR expressly understands and agrees that any insurance protection or other liability guarantees required by this contract shall in no way limit the CONTRACTOR’S obligations assumed in the contract, and shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage or guarantees, nor shall it preclude the STATE from taking such other actions as are available to it under any provision of this Contract or otherwise in law.

6.5 PROJECT SCHEDULE, CHANGE ORDERS, TERMINATION AND EXTENSIONS

The CONTRACTOR shall perform all work required by the RFP according to the schedules contained in the RFP, its bid, and any subsequent schedules and agreements between the parties. The CONTRACTOR understands and agrees that the term and scope of the Contract shall also be governed by the following provisions.

6.5.1 WORK SCHEDULES

The period of performance for this contract is THREE (3) YEARS from the execution by the Director, Division of Purchase and Property of a formal contract.

6.5.2 DELAY BY CONTRACTOR

A. The CONTRACTOR is responsible for completing the Scope of Work according to the approved project work schedules for each site-specific engagement. Any unauthorized delay may subject the CONTRACTOR to Contract Termination.

B. The STATE may authorize an extension of either the schedule for individual tasks within the project or the schedule for the whole project on a day-to-day basis for delays caused by events which could not reasonably be anticipated and which are beyond the control of the CONTRACTOR. Such causes include, but are not limited to, actions by employees or other Contractors employed by the STATE, unanticipated work changes ordered by the STATE, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension orders.

C. The CONTRACTOR must request authorization for a schedule extension promptly when it learns of the potential cause for delay and in any case, written confirmation and justification of
the delay must be submitted within 5 days of the event which caused the delay. The CONTRACTOR must submit any request for extension to the Site Manager.

D. Any extension of a task schedule within the overall project schedule must be approved in writing by NJDEP. Any extension of the project schedule must be approved as a written change order by both NJDEP and the Director.

6.5.3 WORK STOPPAGE ORDER/SUSPENSION OF WORK

A. The NJDEP and/or the Director may, at any time, direct the CONTRACTOR to stop work under this contract where it is determined that continuance of work may detrimentally impact the health and safety of persons on the site or in the community at large.

1. In cases of emergency, the Site Manager may orally direct the CONTRACTOR to immediately stop all work or portions of work for cause, and such order may last for up to 72 hours. The reason for the order must be stated orally by the Site Manager and shall be confirmed in writing. The Site Manager may orally lift a Work Stoppage Order prior to the end of the 72 hour period if and when the conditions that caused the Work Stoppage no longer exist.

2. Any Work Stoppage Order beyond 72 hours shall be issued in writing by the STATE.

B. The STATE may order the CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work performed under this Contract for such period of time as the STATE may determine to be appropriate for the convenience of the STATE.

C. Where the Work Stoppage or Suspension is not the result of the CONTRACTOR’S fault, the CONTRACTOR may be eligible to file a request for additional compensation for delay caused by the STATE as described in Section 6.5.4.

6.5.4 CLAIMS

A. The CONTRACTOR may file a claim for additional compensation and/or additional time as a result of a change order or changed condition, or a delay in the work caused by the STATE if the performance of all or any part of the work is suspended for an unreasonable period of time by an act of the STATE in its administration of the Contract or by the STATE’S failure to act within a time specified in this Contract. The STATE shall make an equitable adjustment for any increase in the time and/or the cost of performance of this Contract (excluding profit) necessarily caused by a change or changed condition or unreasonable suspension.

B. No adjustment shall be made under this clause for any change or suspension to the extent:

1. It is caused by the fault or negligence of the CONTRACTOR; or

2. The performance would have been so changed, suspended, delayed or interrupted by any other cause, including the negligence of the CONTRACTOR; or

3. An equitable adjustment is provided for or excluded under any other provision of the Contract; or

4. The change or delay was such as could reasonably be expected by the CONTRACTOR as part of a project of this sort and therefore should have been anticipated in its bid proposal.

C. No compensation under this clause shall be allowed:
1. Unless the CONTRACTOR notifies the STATE forthwith of any act or omission by the STATE which will cause a delay or increase in cost in the CONTRACTOR’S work. If possible, notice should be given before the change or delayed work is begun. In any case, an Initial Notice of Claim, CONTRACTOR Claim Form #1 (Appendix 3) must be submitted to the NJDEP Site Manager no later than five (5) days from the date of the alleged change order, changed condition or delay; and

2. Unless the CONTRACTOR justifies the claim by submitting an Analysis and Documentation of Claim, CONTRACTOR Claim Form #2 (Appendix 3), within thirty (30) days of the change order, changed condition or delay which gave rise to the claim.

D. Other than for causes specified herein, the CONTRACTOR shall not be eligible for any damages or compensation for claims under this Contract.

6.5.5 REDUCTION IN SCOPE OF WORK

A. The STATE shall have the option in its sole discretion to consider a project, or any task or subtask thereof, completed before all of said task or tasks have been performed, whenever in the judgment of NJDEP, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced Scope of Work.

B. Where the STATE intends to reduce the Scope of Work, the STATE shall attempt to develop a change order as follows:

1. The NJDEP shall notify the CONTRACTOR in writing as to which tasks will be reduced or eliminated.

2. Upon receipt of the notice, the CONTRACTOR shall submit to NJDEP within five (5) working days an itemization of the work effort already completed for each task, and the work effort which will be required in each task to complete the new Scope of Work.

3. If NJDEP approves the CONTRACTOR’S proposed work effort, the STATE shall issue a written change order for the work to be deleted.

4. The Contract price shall be reduced and the CONTRACTOR shall be compensated in accordance with the payment provisions of Section 6.10.3. The STATE shall have no further liability for any work eliminated from the CONTRACTOR’S Scope of Work.

6.5.6 CHANGE ORDERS

A. Any modifications of the price, Scope of Work or terms and conditions of the contract must be done by written change order approved by the Director.

B. The Director may at any time, without notice to any surety, issue a written change order which changes the work within the general scope of this contract, including but not limited to changes:

1. In the specifications (including drawings and designs);

2. In the time, method or amount of performance of the work; and

3. In the facilities, equipment, materials, or services which will be furnished by the STATE.
C. The Director may recognize as a change order any other written order (including a direction, instruction, interpretation or determination) which has been authorized by the Director and which the Director determines has caused a change in the work, provided the CONTRACTOR has given the STATE timely written notice in the form of an Initial Notice of Claim, CONTRACTOR Claim Form #1, within five (5) days of the STATE’S written order stating the date, circumstances and source of the STATE’S order and why the CONTRACTOR regards the order as a change in the work. The CONTRACTOR must justify the claim through submission of an Analysis and Documentation of Claim, CONTRACTOR’S Claim Form #2 within thirty (30) days of the alleged change order.

D. The Director may also authorize a change order where the CONTRACTOR encounters a delay caused or approved by the STATE or where the NJDEP has asked the CONTRACTOR to perform emergency services which could not await the execution of written authorization from the Director.

E. If any change order under this clause causes an increase or decrease in the CONTRACTOR's cost or the time required to perform any part of the work under this contract, the Director shall make an equitable adjustment of the price and/or schedule for the contract.

F. Except as provided in this clause, no order, statement or conduct of the STATE shall be treated as a change order or entitle the CONTRACTOR to an equitable adjustment.

G. No requests by the CONTRACTOR for any equitable adjustment shall be allowed if made after final payment for work under this contract.

H. Except for emergency services specifically authorized, as such by the DEP, no services beyond the contract's requirements for which the CONTRACTOR expects additional compensation should be furnished without the written authorization of the Director.

I. No change order or claim by the CONTRACTOR will be processed until the STATE’S Contract and Modification and Proposal Form DWM-042 has been completed, signed and submitted by the CONTRACTOR.

6.5.7 TERMINATION

A. This Contract or any engagement made therefrom may be terminated:

1. In whole or in part by the STATE in the event of a material default or substantial failure of the CONTRACTOR to fulfill the Contract;

2. In whole by the CONTRACTOR in the event of substantial failure by the STATE to fulfill its Contract obligations;

3. In whole or in part by the STATE for its convenience.

B. Termination may be effected only after giving the other party:

1. No less than ten (10) days written notice by certified mail; and,

2. An opportunity for consultation.

C. Upon termination, the STATE shall determine an equitable adjustment of the Contract price as follows:
1. If termination for default is effected by the STATE, an equitable adjustment in the price provided for in this Contract shall be made for work successfully completed prior to termination, but (a) no amount shall be allowed for anticipated costs or profit on unperformed services or other work, (b) no amount shall be allowed for termination settlement costs incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination, and (c) any payment due to the CONTRACTOR at the time of termination may be reduced to cover any additional costs to the STATE because of the CONTRACTOR’S default.

2. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the STATE, an equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, and for termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination. The equitable adjustment shall include a reasonable profit for services or other work performed.

D. Upon receipt of a termination notice, the CONTRACTOR shall:

1. Promptly discontinue all affected work (unless the notice directs otherwise), and

2. Deliver or otherwise make available to the STATE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract, whether completed or in process.

E. Upon termination, the STATE may take over the work and award another Contract to complete the work or may arrange to have the work completed.

F. If after termination for failure of the CONTRACTOR to fulfill Contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill the Contractual obligations, the termination shall be deemed to have been for the convenience of the STATE.

6.5.8 EXTENSION OPTION

A. If, in the opinion of the Director, it is in the best interest of the STATE to extend any contract entered into as a result of this RFP, for all or any part of two (2) years, the CONTRACTOR will be so notified of the Director’s intent at least thirty (30) days prior to the expiration date of the existing contract. No individual extension period will be longer than one (1) year. If the extension proposed by the Director is acceptable to the CONTRACTOR, at the original prices and on the original terms, the CONTRACTOR must respond within fifteen (15) days of the receipt of such notification indicating agreement with the extension.

B. In the event that any of the Contractors under this contract refuse a contract extension, the STATE reserves the right to extend the contracts and utilize the services of any remaining CONTRACTOR(s) who accept the contract extension.

6.5.9 TRANSITIONAL PERIOD

In the event that the term of this contract resulting from this RFP expires at the end of its term, and the CONTRACTOR is presently performing pursuant to an engagement under this term contract, the CONTRACTOR shall continue to perform through completion, the work of that engagement pursuant to the prices, terms and conditions of this term contract.
6.6 ADDITIONAL WORK REQUIREMENTS

In addition to the specific work requirements contained in the Scope of Work, the CONTRACTOR understands and agrees that it shall fulfill the following additional requirements.

6.6.1 STATE ENERGY CONSERVATION PLAN

The CONTRACTOR shall conform its operations under this Contract to the mandatory standards and policies relating to energy efficiency which are contained in the New Jersey energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6.6.2 COOPERATION WITH OTHER STATE CONTRACTORS

The CONTRACTOR shall cooperate with and not interfere with any other CONTRACTOR engaged by the STATE to perform services at a site.

6.6.3 ENVIRONMENTAL PROTECTION

Unless the Scope of Work expressly provides otherwise, the CONTRACTOR shall return the site(s) to its previous condition and the CONTRACTOR shall remediate to the satisfaction of the NJDEP, any problems on or around the site(s) caused by the CONTRACTOR’S work on this project.

6.6.4 GEOGRAPHICALLY BASED SYSTEMS

Geographically based data shall be submitted in a manner and format consistent with the publication entitled "Geographic Information System, Mapping and Digital Data Standards" prepared by the Department's Bureau of Geographic and Information Analysis, December 1994.

6.6.5 Deleted

6.7 AUDITS AND LEGAL ASSISTANCE

The CONTRACTOR understands and agrees that it shall cooperate in maintaining records and in presenting information required by the STATE as follows:

6.7.1 LEGAL ASSISTANCE

The CONTRACTOR shall provide assistance to the State in legal actions by the State against the parties deemed responsible for hazardous and solid wastes at a project site to recover the costs of this Contract and/or to prosecute violations of STATE and Federal environmental laws at the site. This assistance may include the preparation of reports, assisting STATE and/or Federal attorneys in the preparation of the government's case, testimony in court (expert and/or other types of testimony), testimony at deposition, the preparation and execution of interrogatory responses and affidavits, the preparation of the (official) record and other similar activities. Failure of the CONTRACTOR to meet these requirements shall be considered a material breach of Contract. Where such assistance involves extra work by an employee, the STATE will reimburse the CONTRACTOR for such assistance at the prevailing hourly rates for the employee's primary classification at the time of request.

6.7.2 EVIDENCE DOCUMENTATION
If, during the performance of its responsibilities on site pursuant to the SOW, the CONTRACTOR(s) locates any documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could establish the identity of the entity or entities which generated, hauled and/or disposed of hazardous substances at a site; or owned or operated a landfill at a site; the CONTRACTOR shall immediately advise the NJDEP Site Manager of its find. Until the Site Manager or its designee arrives at the site of the located potential evidence, the CONTRACTOR(s) shall not move the material unless action is required to protect the safety of workers, or to prevent the release of the hazardous substance into the ambient environment. The CONTRACTOR may, however, move or disturb the potential evidence if leaving it at its point of discovery until the Site Manager arrives would cause its deterioration, destruction or loss.

6.7.3 AUDITS AND RECORDS

The following record keeping procedures apply to this Contract:

A. STATE FUNDED WORK

The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to the performance of the work in accordance with generally accepted accounting principles and practices consistently applied and shall make them available for inspection by the STATE no less than three years from the date of final payment.

B. EPA FUNDED WORK.

1. In addition, for any work under this Contract funded by the EPA, the CONTRACTOR shall maintain such books, records and evidence in accordance with 40 CFR Part 35.6700 in effect on the date of execution of this Contract. The CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 35.6585 for any negotiated contract or change order and a copy of the cost summary submitted to the STATE. Notwithstanding the relevant terms of these Federal regulations, all such materials will be maintained for a period of not less than 10 years from the date of Final Payment. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the STATE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection.

2. The CONTRACTOR agrees to make paragraphs 1 through 7 of this clause applicable to all change orders directly related to project performance.

3. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

4. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under Paragraphs 1 and 2 of this clause to any of the agencies referred to in Paragraph 1.

5. Records under Paragraphs 1 and 2 above shall be maintained by the CONTRACTOR during performance on EPA assisted work under this subagreement and for the time periods specified in 40 CFR Part 35.6705 or in accordance with paragraph 1 above, whichever is longer. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or
to costs or items to which an audit exception has been taken shall be maintained by the CONTRACTOR for the time period specified in 40 CFR Part 35.6705.

6. Access to records is not limited to the required retention periods. The authorized representative designated in paragraph 1 of this clause shall have access to records at any reasonable time for as long as the records are maintained.

7. This right of access clause applies to financial records pertaining to all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:
   a. To the extent the records pertain directly to contract performance;
   b. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or,
   c. If the contract is terminated for default or for convenience.

6.8 SUBCONTRACTS, SUBSTITUTIONS AND ASSIGNMENTS

6.8.1 SUBCONTRACTING

Subcontracting is permitted under this RFP and contract. Professional subcontracting services can be used up to a 15% level-of-effort and must be included in the Prime CONTRACTOR’S total work estimate. Nonprofessional subcontractor needs are not part of this bid and are to be bid out for each specific contract engagement. Every subcontractor must be approved by the STATE, and for every subcontractor proposed in this bid, appropriate documentation must be submitted as listed in the Bid Submission Checklist and described in Section 5 of this document.

Whenever possible, the Prime Contractor will solicit bids from Small Businesses, consistent with N.J.A.C. 17:13-4, Set-Aside Contracting and Subcontracting Program, for all subcontracted work during the course of the contract (Tasks 1 through 7).

A. PROFESSIONAL SUBCONTRACTING

Professional Subcontracting for investigative work is limited to a maximum of 15% of the total hours projected as presented in the labor work sheet, Attachment 12, Price Schedule B. If a Prime CONTRACTOR provides a bid which utilizes the services of a professional subcontractor, then the total hours allocated to the Prime’s services must be decreased by the total contract hours allotted to the professional subcontractor. Every professional subcontractor must be approved by the STATE and appropriate documentation must be submitted in this bid as described in Section 5 for known planned subcontractors or submitted according to the needs on a site specific case.

B. NON-PROFESSIONAL SUBCONTRACTING

Prices for nonprofessional subcontractors, such as well drillers or surveyors will not be provided with this bid. It is anticipated that these services will be required on a site-by-site or on an engagement basis. If a particular engagement requires the services of a nonprofessional or professional CONTRACTOR for a service not identified in this RFP, then it will be the responsibility of the Prime CONTRACTOR under this term contract to provide these services.

The Prime CONTRACTOR will be responsible for obtaining a minimum of three competitive bids for the nonprofessional services required at the time of engagement, with the lowest
responsive firm receiving the particular award. NJDEP reserves the right to reject the bid or the qualifications of any proposed subcontractor. For purposes of this contract, an allowance will be added to the final contract award amount to be utilized solely for the purpose of establishing a budget amount for non-professional subcontracts. Upon approval of subcontracts by NJDEP in accordance with Section 8.2.1, a Change Order will be issued to the Contractor for each use of this allowance.

C. SMALL BUSINESS SUBCONTRACTOR UTILIZATION PLAN

This contract contains requirements for set-aside subcontracting. See Section 5.2 F of this RFP for a description of the Utilization Plan that must be submitted with the bid proposal, and Attachment 13 of the RFP which provides a Notice to All Bidders on Procedures for Small Business Subcontractor Participation in Contracts Awarded by the Division of Purchase and Property.

D. RESPONSIBILITY FOR SUBCONTRACTOR

The CONTRACTOR shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, STATE and Federal Laws. The CONTRACTOR shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any contractual agreement shall be construed as creating any contractual relationship between the subcontractor and the STATE.

E. SUBCONTRACTOR CONTRACT FORMS

As part of any subcontract, the CONTRACTOR shall require the subcontractor to comply with the provisions of this RFP as a condition of contract award. The CONTRACTOR shall submit to the STATE an executed copy of a Subcontractor Contract Form (Supplement A) from each proposed subcontractor.

F. PAYMENTS DUE SUBCONTRACTORS

The CONTRACTOR shall be solely responsible for payments due to any subcontractors hereunder and shall hold the STATE harmless therefor. As part of any subcontract, the CONTRACTOR shall include a provision whereby the subcontractor recognizes the CONTRACTOR as solely responsible for any payments due and absolves the STATE for any such responsibility. See Supplement A, "Subcontractor Contract Forms".

G. ADDITION OR SUBSTITUTION OF SUBCONTRACTORS

If, during the course of the Contract, the CONTRACTOR finds that it cannot provide a subcontractor as proposed in the bid proposal or needs an additional subcontractor, the CONTRACTOR may request in writing from the STATE permission to substitute or add subcontractors. Such request must:

1. Explain why the subcontractor cannot be provided and/or the new subcontractor is needed;

2. Demonstrate that the qualifications of any new subcontractors are sufficient and that any substitution is equal to or better than any originally proposed subcontractor;

3. Warrant that the addition or substitution will be provided at no additional cost to the STATE; and
4. Provide for the new subcontractor all the mandatory submissions and information which is required by the RFP subcontractors. Prior approval of any addition or substitution must be received from both the Director and the NJDEP.

6.8.2 SUBSTITUTIONS OF PERSONNEL

If, during the course of the Contract, the CONTRACTOR finds that it cannot provide CONTRACTOR or subcontractor personnel who have been designated as key personnel or at a Professional P-4 or S-3 and above level, as proposed in the bid proposal, the CONTRACTOR may provide substitute personnel with approval from the STATE. Such request for this approval must include the following:

A. Explain the reasons why the originally-designated person(s) cannot be provided;

B. Demonstrate that the qualifications of the substitution are equal to or better than the originally proposed person(s);

C. Warrant that the substitution will be provided at no additional cost to the STATE; and

D. Include a resume and any other information which was required by this RFP for the original person(s).

E. Prior approval of any substitution must be received from the Commissioner of the NJDEP or the Director of the Division of Remediation Management and Response.

6.8.3 ASSIGNMENT OF CONTRACT

The Contract may not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of the Director. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under the Contract.

6.9 OWNERSHIP AND DISSEMINATION OF INFORMATION AND MATERIAL

6.9.1 DISSEMINATION OF INFORMATION

Notwithstanding any other provision of this RFP, the CONTRACTOR shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Contract, without the prior written consent of the STATE.

6.9.2 OWNERSHIP OF MATERIAL

Ownership of all data, samples, material, evidence and documentation gathered, originated or prepared for the STATE by the CONTRACTOR during the performance of its contractual responsibilities pursuant to this Contract shall belong exclusively to the STATE. This requirement is subject to the rights of the USEPA under any cooperative agreement. Any such data, samples, material, evidence and documentation shall be delivered to the STATE in a timely manner upon request by the STATE at the location specified in that request.
6.9.3 STATE PATENT RIGHTS AND COPYRIGHTS

Subject to Federal regulations and/or to any special agreements with the STATE, any discovery, invention or other material developed by the CONTRACTOR in the course of its duties under this Contract is subject to patent and copyright in the name of the STATE.

6.9.4 FEDERAL PATENT AND COPYRIGHT REGULATIONS

The STATE intends to apply for federal reimbursement of the costs of this Contract. Therefore, Federal requirements regarding inventions and discoveries are hereby made part of this Contract. The CONTRACTOR is hereby notified, pursuant to the provisions of 40 CFR 35.6595 (a) (3) that the USEPA has copyright provisions stated in 40 CFR 35.6450 and 40 CFR 31.34.

6.9.5 CONFIDENTIALITY

It is agreed that the CONTRACTOR shall hold in trust and not reveal to any third party except as provided in this Contract between the STATE of New Jersey and the CONTRACTOR, any and all confidential information as defined herein. The CONTRACTOR shall require its employees and subcontractors to comply with the provisions of this Contract as it pertains to confidentiality. This Section shall be included by Contractors in all subcontracts.

A. Confidential information shall include:

1. The entire work product and results involved in this Contract including results and opinions of the CONTRACTOR.

2. Any and all communications:
   a. Between the CONTRACTOR and the New Jersey Attorney General or its deputies;
   b. Between NJDEP and the New Jersey Attorney General or its deputies;
   c. Between the CONTRACTOR and EPA attorneys and their assistants;
   d. Between the CONTRACTOR and the U.S. Attorney or its deputies;
   e. Between NJDEP and EPA attorneys or their assistants; and
   f. Between NJDEP and USEPA employees or between such employees and the CONTRACTOR concerning the conduct, preparation, theory, strategy, or opinions relating to or supporting any legal or administrative procedure which arises or may arise therefrom as well as any of the subjects for which services may be performed under this Contract for general engineering and professional services.

B. It is further agreed that:

1. The CONTRACTOR may release such information to third parties only to the extent it has obtained the written consent of the Director of the Division of Remediation Management and Response and either the Deputy Attorney General or the Regional Counsel of USEPA Region II, whichever is handling the matter. It is the intention of the parties that the confidentiality matters coming within this Contract shall continue beyond the completion of all the work involved in this Contract, unless specifically waived in writing by the STATE of New Jersey and USEPA as specified herein.
2. Any information that was already known to the CONTRACTOR prior to the issuance of this RFP or its disclosure to the CONTRACTOR by the Department of Environmental Protection; any information that is or became publicly available, and is rightfully received by the CONTRACTOR from third parties without accompanying secrecy obligation; or any information that is approved by NJDEP for the CONTRACTOR to release shall not be considered confidential.

3. Upon request by the Department of Environmental Protection, or upon termination or expiration of this Contract, the CONTRACTOR shall deliver to the Department of Environmental Protection all items including but not limited to drawings, blueprints, descriptions, or other papers or documents which may contain any confidential information. The CONTRACTOR shall be permitted to retain a copy of all such materials for its own confidential files.

4. Nothing contained herein shall be interpreted to interfere with or impose any limitation on the expression of professional judgment by the CONTRACTOR within the content of its reports nor shall it restrict disclosure required of the CONTRACTOR by STATE or Federal Law.

6.10 PRICES AND PAYMENTS

6.10.1 FORM OF COMPENSATION

A. DIRECT LABOR COSTS

The CONTRACTOR will be paid the actual hourly salary rate for each individual listed on Price Schedule A. For purposes of payment under this contract any increases in the actual direct salary rate for an individual are limited to 5% per year above those provided on the price schedules. The total hours required for each specific contract engagement will be negotiated at the time of the occurrence.

B. SUBCONTRACTOR COSTS

The CONTRACTOR will be paid the actual hourly salary rate for each individual listed on Price Schedule B.

For purposes of payment under this contract any increases in the actual direct salary rate for an individual are limited to 5% per year above those provided on the price schedules. The total hours permitted for Professional Subcontractor personnel are limited to fifteen percent (15%) of the total professional hours required for each site specific case and are included in the total hours negotiated for each specific case.

Costs for non-professional subcontractors will be compensated for the actual work completed and approved by the STATE and in accordance with pricing submitted by the subcontractor for each specific engagement.

Payments to subcontractors are solely the responsibility of the CONTRACTOR as outlined in Section 6.8.1 of this RFP. Compensation for all subcontractor work completed will be made to the CONTRACTOR after approval of the work and submission of invoices per Section 6.10.4.

C. OTHER DIRECT COSTS

Other Direct Costs to cover actual internal expenses such as supplies, copying, printing and correspondence and field expenses such as materials, disposables and travel expenses will be handled on an individual contract engagement basis. These are to be estimated by the
CONTRACTOR for each specific project work order with costs broken down and justified at market competitive rates. Total Office Other Direct Costs shall not exceed the fifteen percent (15%) figure presented in Price Schedule D. Actual Other Direct Costs will be compensated by submission of invoices to NJDEP listing the items and cost summaries.

D. PROFIT AMOUNT

The Profit amount for each site specific project will be established between the STATE and the CONTRACTOR prior to each engagement at an amount not to exceed the maximum percentage presented by the CONTRACTOR in Price Schedule D.

E. DETERMINATION OF MAXIMUM HOURS PER TASK

The maximum hours for each task addressed in Section 9.3.E shall be determined as follows:

1) The parties can agree on the maximum number of hours for each task within an engagement. In the event the CONTRACTOR exceeds the maximum number of hours for a task in the Scope of Work, the CONTRACTOR shall not be entitled to any additional compensation.

2) In the event that the STATE and the CONTRACTOR cannot agree on the maximum number of hours of each task within an engagement, the STATE shall establish the maximum number of hours. Also, the CONTRACTOR shall review the work effort midway through an engagement to assess the hours expended against those defined by the STATE. If the CONTRACTOR expects to exceed the maximum number of hours, the CONTRACTOR shall notify the STATE in a timely manner. In the event the CONTRACTOR exceeds the maximum number of hours for a task within the original Scope of Work, then the CONTRACTOR shall be entitled to compensation for actual direct and indirect costs, provided the STATE has pre-approved the CONTRACTOR exceeding this maximum number. However, the CONTRACTOR shall not be entitled to any additional profit amount.

3) In order to expedite start of a new engagement, the STATE also has the option to issue a purchase order to the CONTRACTOR with not-to-exceed budgets for all work leading up to but not including the field investigation effort. In such cases, the work effort shall be managed as in item 2) above.

F. TOTAL COMPENSATION

For each site specific engagement successfully performed hereunder, the CONTRACTOR will be paid: 1) the actual direct salary costs described in Section 6.10.1a, 2) the provisional indirect/overhead cost rate identified on Price Schedule D. based on the CONTRACTOR’S most recent audit in accordance with Federal cost principles and subject to the final determination through an audit by the STATE of the Contract work period, 3) the total profit amount as set forth in Sections 6.10.1.D and E, and the actual other direct costs incurred by the CONTRACTOR subject to the limitations set forth in Section 6.10.1.C.

G. LIMITATIONS

Tasks under this contract will also be subject to the following limits:

1. For the labor categories and professional levels included on Price Schedules A & B, the STATE will pay the actual direct salary rate. The STATE will pay an adjusted actual direct salary rate increase up to a limit of five percent (5%) per year for each of the years in the
contract. These increases may occur at any time during the year and must correspond to actual pay raises received by the individual. For purposes of calculating such allowable salary increases, the first contract year shall commence on the bid due date.

If it can be demonstrated that an individual received a promotion, a change in title and is work is working on the contract in the new title, payment above the 5% cap may be allowed. It must be determined that it is necessary to have promoted individuals working on the contract in their new titles for the benefit of the contract, and in the best interest of the STATE.

2. Other actual direct costs and actual expenses of the CONTRACTOR, including purchases of materials and equipment and authorized costs of photocopying, postage, long distance telephone calls, rental vehicles and miscellaneous out-of-pocket expenses shall be invoiced at cost to the CONTRACTOR, with no markup for overhead and profit.

3. Travel costs will be reimbursed according to New Jersey STATE Travel Regulations. These regulations include the requirement that actual expenses be documented by the submission of actual receipts. Remuneration for travel transportation costs shall be limited to ground travel within a one hundred (100) mile radius of the NJDEP Offices in Trenton, NJ.

4. Indirect cost rates shall be based on the CONTRACTOR’S direct certified salary costs and should cover the CONTRACTOR’S payroll burden and general and administrative costs and shall be developed provisionally by the CONTRACTOR for use in this bid and finally by NJDEP on the basis of the Federal cost principles included in the Federal Procurement Regulations (40 CFR 31.22, 48 CFR, 31.2 and 31.4). For a Joint Venture bidding on this solicitation, a separate rate shall be provided for each partner of the Joint Venture. The final indirect cost rate approved by NJDEP may not be more than 20% higher than the provisional rate bid by the CONTRACTOR or Joint Venture.

5. The costs of a corporate owned or leased vehicle employed on the project may be billed at no more than the auto mileage allowance permitted in the New Jersey Travel Regulations which is currently $0.31 per mile.

6. The actual cost to the CONTRACTOR of all work on this project which is subcontracted to others shall be invoiced at cost to the CONTRACTOR with no markup by the CONTRACTOR for overhead and profit.

7. The costs of subcontractors are subject to the provisions herein and to NJDEP approval.

H. Progress payments for CPFF Bid Items shall be subject to the following guidelines. Monthly progress payments to the CONTRACTOR for costs shall be made upon presentation to the NJDEP and acceptance by the NJDEP of itemized billings certified by the NJDEP Site Manager. These itemized billings shall be accompanied by the Monthly Project Progress Reports required in the Scope of Work, Section 8.0 and must reflect the activities detailed in that report. Itemized billing costs shall be prepared as follows:

1. For each labor category and individual in the category the CONTRACTOR shall provide labor hours worked per task, actual hourly rate, and total cost. Direct labor hours spent on the project shall be supported by employee time sheets. Hourly rates shall be supported by payroll records.

2. Provisional indirect cost rates shall be used for progress payments until such time as an actual overhead rate can be developed which shall then be applied retroactively. Upon
completion of the project, a final indirect cost rate or rates will be developed and/or accepted by the NJDEP.

3. Non-salaried expenses (other direct costs) shall be itemized by category. These costs must be supported with either in-house ledgers, logs or invoices, showing how rates were developed, or by invoices and/or canceled checks from suppliers.

4. The CONTRACTOR shall include a percentage of its profit in each monthly billing. The percentage shall be the not-to-exceed amount presented by the CONTRACTOR in its bid on Price Schedule D.

5. Retainage shall be withheld by NJDEP in accordance with Section 6.10.4.G.

I. The STATE shall be charged for CPFF items no more than the least the CONTRACTOR charges any of its other clients for similar work. In the event that the price the CONTRACTOR charges for an item decreases during the Contract period, the NJDEP shall receive the full benefit of such reduction on any undelivered or uncompleted good or service and for all subsequent goods or services provided during the balance of the Contract. The NJDEP shall be notified in writing of such reduction(s) within five (5) days of the effective date.

6.10.2 COST AND PRICE CONSIDERATIONS

With respect to any costs governed by 40 CFR Part 35.6585, the following shall apply:

A. The STATE will conduct a cost analysis of all negotiated change orders and all negotiated contracts estimated to exceed $25,000.

B. The STATE shall conduct a price analysis for any formally advertised procurement estimated to exceed $25,000 if there are fewer than three bidders.

6.10.3 PARTIAL PAYMENT

Where less than the entire contract is performed as a result of the STATE’S determination to reduce or terminate the contract for convenience, then:

A. For each fixed price or unit price Bid Item successfully completed by the CONTRACTOR, the CONTRACTOR will be paid the fixed price or unit price designated for that Bid Item.

B. For each fixed price or unit price Bid Item which has been partially completed, the CONTRACTOR will be paid the percentage of the bid or unit price equal to the percentage of work successfully completed.

C. For each cost plus fixed fee Bid Item already successfully completed, the CONTRACTOR will be paid the appropriate amounts due and owing.

D. For each cost plus fixed fee Bid Item which has been partially completed, the CONTRACTOR will be reimbursed the amount of actual costs incurred plus a prorated amount of the fixed fee for that Bid Item based on a percent of the Bid Item successfully completed. In no event will the fixed fee or the total costs exceed the fixed fee and not-to-exceed cost for the completed Bid Item specified in the RFP Bid Schedules.

6.10.4 PROCEDURES FOR PAYMENT

Payment will be conditioned on the following:
A. DELIVERABLES

Approval by NJDEP of any deliverable work products or other payment items required by the contract.

B. INVOICES

All invoices submitted must include the name of the contract, contract purchase order number and the name and address of the CONTRACTOR. **Only one invoice shall be submitted per work order per month and must indicate the tasks under the work order or change order (if applicable) for which they apply.** The Invoice for a given work order must be all inclusive of tasks/work effort conducted during the period covered. The invoices shall be submitted to the NJDEP. Payment is contingent upon the STATE’S certification of itemized bills referenced to Bid Items and deliverables.

C. PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS

The CONTRACTOR shall report all payments made to small business subcontractors to the using agency's project manager. See RFP Section 5.2 F.

D. PAYMENT OF OBLIGATIONS

After payment of the first invoice, subsequent invoices shall include an affidavit that the CONTRACTOR has duly paid all prior obligations due and owing and covered by the previous invoice.

E. REJECTED INVOICES

Any invoice submitted that does not comply with this Section shall be returned to the CONTRACTOR for correction and resubmission.

F. DISCOUNTS

Where a CONTRACTOR has included a prompt payment discount in its bid, the discount period shall commence when the STATE both has accepted the CONTRACTOR’S services and has accepted a duly completed invoice, whichever date is later. The date of the check issued by the STATE in payment of an invoice shall be deemed the date of the STATE’S response to that invoice.

G. RETAINAGE

The STATE will retain five percent (5%) of the total of each invoice submitted for all work pursuant to this RFP. Retainage on unit priced subcontracted work will be released upon completion of the work order of which the subcontractor’s work is a part and State acceptance of all deliverables. All other retainage will be released at completion of final audit and/or satisfactory resolution of any audit question. Partial release of retainage consistent with audit findings may be authorized for unquestioned costs at the completion of the audit. An audit will be requested at the completion of each contract year.

In the event that an audit is not initiated within two (2) years of the completion of any site-specific engagement, the State will release all retainage that is being held for that engagement, as long as CONTRACTOR has submitted all required affidavits and certifications as specified below. A retainage release under this provision shall not constitute...
a waiver of the State’s rights under the contract for claims against the Contractor as a result of a subsequent audit, or erroneous release of retainage.

The CONTRACTOR may submit an irrevocable letter of credit as a substitute for retainage held by the STATE, consistent with forms and procedures prescribed by the Division of Purchase and Property.

H. FINAL PAYMENT AND RELEASE OF CLAIMS

Upon satisfactory project completion, the CONTRACTOR shall as a condition before final payment or as a termination settlement under this Contract, execute and deliver to the STATE a release of all claims against the STATE of New Jersey arising under or by virtue of this Contract except claims which are specifically exempted by the CONTRACTOR to be specifically set forth therein. Unless otherwise provided in this RFP or by New Jersey law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the STATE’S claims against the CONTRACTOR or its sureties under this Contract or the STATE’S right to continued performance of the CONTRACTOR’S obligations pursuant to the Contract. The CONTRACTOR shall also submit an affidavit that all debts incurred under the Contract have been duly paid, including payments to subcontractors. Upon receipt of the release of all claims against the STATE and the affidavit of debt payment, the retainage (including any adjustments) will be released as the final payment.

I. SUBMISSION OF PAYMENT VOUCHERS (VENDOR INVOICES)

Unless specifically directed otherwise, The CONTRACTOR is requested to send all payment vouchers to:

Financial Support Unit, Contracting and Financial Services Element
NJDEP, Remediation Management and Response
401 East State Street, 6th Floor
P.O. Box 413
Trenton, NJ 08625 -0413

6.10.5 PROMPT PAYMENT

A. The New Jersey Prompt Payment Act (P. L. 1987, C. 184) mandates that STATE agencies pay invoices within sixty (60) days of either receipt of a properly executed STATE Invoice or receipt and acceptance of the goods/services, whichever is later. If a vendor is eligible for interest payments under the Prompt Payment Act the Department of Treasury will automatically calculate the amount due using a daily interest rate established by the State Treasurer.

B. The Prompt Payment Act covers any person who is engaged in a trade or business, including private, nonprofit entities operating as Contractors, and who has a STATE contract requiring either single or multiple payments. The Act does not cover public utilities, government instrumentalities or third party Contractors.

C. Any interest payments calculated on delinquent accounts as defined in the Prompt Payment Act will be paid by the appropriate STATE agencies within thirty (30) days of payment of the
original invoice. Interest will not be paid until it exceeds $5.00 per properly executed invoice. Vendor signatures are not required on STATE invoices processed for interest payments.

D. It is the intention of NJDEP to expeditiously process for payment all properly executed invoices. STATE agencies will notify Contractors in writing within thirty (30) days of any defect or impropriety in any STATE invoice submitted for goods or services provided which would prevent the running of the time period specified (sixty days). The cooperation of vendors is required not only to assure that properly executed invoices are submitted, but to ensure that any other associated documentation (e.g. change order) is also executed in a timely fashion.

6.10.6 ADDITIONAL COMPENSATION/WRITEN AUTHORIZATION

No services for which the CONTRACTOR charges additional compensation will be paid for unless there was prior written authorization by the STATE for the services.

6 10.7 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

A. The STATE will evaluate bid prices and perform a cost analysis of any change order.

B. The CONTRACTOR shall assure that the costs and prices submitted for evaluation are based on current, accurate and complete data supported by their books and records. If the STATE or EPA determines that any price (including profit) in this contract or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the STATE shall modify the contract in writing to reflect such action.
7.0 PROPOSAL EVALUATION AND CONTRACT AWARD

7.1 GENERAL CRITERIA

Proposals will be evaluated by an Evaluation Committee convened by the Director, Division of Purchase and Property comprised of representatives from the Department of Environmental Protection and the Department of the Treasury.

Consistent with N.J.S.A. 52:34-12, award shall be made with reasonable promptness by written notice to the responsible bidder(s) whose bid(s), confirming to the invitation for bids, will be most advantageous to the State, price, and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

Following bid opening, proposals will be evaluated in accordance with the following procedure:

1. First, proposals will be checked against the criteria listed under Section 4.3 (Mandatory Requirements and Minor Formalities). Those bids that are automatically rejected will not be further reviewed.

2. Second, the proposals will be checked for bid price and any mathematical errors will be corrected in accordance with Section 7.3. The proposals will then be checked against the minimum threshold requirements established in Section 5.0 and documented on Attachments #8 and #9. Only bidders who meet these minimum requirements for a responsible and responsive bid will be eligible for contract award and be subject to further evaluation by the Committee.

3. Third, the Evaluation Committee will evaluate and score the proposals on their technical merit for what they offer the State over and above the established minimum requirements. This qualitative evaluation, combined with the proposed costs, will be the primary determining factor in the State’s selection of a contractor.

A. RESPONSIVENESS

In order for a bid proposal to be considered fully responsive, a bidder must agree to perform the Scope of Work described in the RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP or their equivalents, submit a bid bond where required, and provide the information as required in Sections 4.0 and 5.0 of this RFP.

A key component in the determination of a bidder’s responsiveness will be the information provided on the project history forms and its conformance to the requirements of Section 5.2.4.1, and the personnel proposal and its conformance to the requirements of Section 5.2.4. Bidders who fail to provide and meet these requirements will be determined non-responsive.

B. RESPONSIBILITY

In order to be considered responsible, a bidder must have a public record which indicates that it is able and willing to perform the required work and has satisfactorily performed such work in the past. The State has adopted as its test of responsibility the Federal rules at 40 CFR Part 31. A responsible bidder must have:

1. Financial resources, insurance and other liability guarantees, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these.
2. Satisfactory performance record for completion of Contracts.

3. Accounting and auditing procedures adequate to control property, funds and assets, as required in this RFP and in 40 CFR Part 31 and 35, Subpart 0.

4. Demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor law and other statutory requirements under Part 31 and 35, Subpart 0 and New Jersey State law.

Key components in the determination of a bidder's responsibility include:

1. The organization and personnel proposed by the bidder, including both the primary contractor and any professional subcontractors.

2. The qualifications and experience of personnel assigned and their conformance to the requirements of Section 5.2.4.

3. The overall ability of the bidder, as judged by the State, to begin and complete successfully the multiple and concurrent remedial design projects under this contract. This judgement will include, but not be limited to, such factors as staff commitment to the contract, the bidder's project organization, contract management and control plan, as required of Section 5.2.4, firm experience and availability of staff.

Bidders who fail to meet the minimum thresholds for these key components will be disqualified for this contract.

C. EVALUATION BASED ON PRICE AND OTHER FACTORS

The proposals of those bidders who have been determined to be responsive and responsible will be ranked according to price and the technical quality of their proposal. The qualitative factors to be used in this technical evaluation are listed in their approximate degree of importance to the State and are as follows:

1. The relative strengths of their experience as demonstrated by the project history forms.

2. The relative strengths of their proposed project personnel and their qualifications as demonstrated on the resumes they have submitted.

3. The relative strengths of their proposed project organizational plan they have submitted.

- Proposes a well-balanced staff of various disciplines needed for a variety of aspects of remedial design, including: electrical, mechanical, and civil (hydrological, geotechnical, and environmental), engineers, landscape architects, scientists, and environmental sampling personnel
- A team of people exists in their office who have worked together on previous remedial designs.

Resume Evaluation – Resume scoring will be based on the amount of experience, size and complexity of the projects, and numbers of projects that were worked on. Projects worked on, located in New Jersey, will be considered a plus in resume evaluation. Key Project Managers and Engineers must provide references and telephone numbers. Additional credit will be given to firms that demonstrate that they have an experienced team of designers that have successfully worked together and produced documents for bidding purposes.
Consistent with N.J.S.A. 52:34-12 and these specifications, the State will award two Primary Contracts and a Secondary Contract to the three (3) responsive, responsible bidders whose bids provide the best values to the State, price and other factors considered. Bidders are advised that a contract will not necessarily be issued strictly to the lowest priced, responsive, responsible bidder who has met the minimum established requirements.

D. RFP REQUIREMENTS, REQUESTS AND RESPONSES

This RFP contains certain requirements, certain expectations and certain requests for goods, services and information. Unless the context clearly indicates otherwise, the RFP will be subject to the following interpretations and applications:

1. The failure to comply with any provision which is preceded by "shall," "must" or "is required" may result in rejection of the bid as non-responsive if the provision is deemed a material deviation from the bidding specifications.

2. Any provision preceded by "should" or "is expected" is directory. As such, failure to comply with the provision will be considered negatively when evaluating the quality of the bid and when combined with other minor deviations may result in rejection of the bid as non-responsive.

3. Any provision which is preceded by "is requested" is precatory. As such, the provision indicates something that is desired by the State and for which a bidder will be given favorable consideration in the evaluation of bids. However, a bid will not be penalized for failing to provide an item which is merely requested.

4. The Director may waive any bidding specification which does not affect the integrity of the bidding process or materially affect the contract which the State seeks through this RFP.

7.2 INVESTIGATIONS

Information submitted with this bid is subject to investigation by the State, including the State Attorney General.

7.3 BID DISCREPANCIES

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

7.4 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE

The Director reserves the right to reject any and all bids or to award in whole or in part as deemed to be in the best interest of the State. It shall have authority to award a contract to the bidder best meeting specifications and bid conditions, and who is determined to have offered the most advantageous bid to the State, price and other factors considered.

7.5 NOTICE OF INTENT TO AWARD
The Purchase Bureau will notify all bidders in writing of the Director's intent to award a Contract. Bidders not receiving an award will have ten working days to protest the award decision pursuant to the rules of the Division of Purchase and Property, N.J.A.C. 17:12-3.3 et seq. Upon resolution by the State of any bid protest for a contract involving Federal Superfund monies, bidders may appeal the matter to the Federal Environmental Protection Agency and have seven calendar days to file a protest appeal with the appropriate EPA counsel.

7.6 PRECONDITIONS FOR EXECUTION OF CONTRACT

A. Subsequent to the issuance of a Notice of Intent to Award a Contract, the Director will execute a formal Term Contract for the work under this RFP. As a precondition for final execution of a formal Term Contract, the bidder must submit the following documents to the Purchase Bureau. Unless the time frame is shortened by the Director for good cause or is extended by the Director at his or her discretion, these documents must be submitted within 10 days of receipt of the Notice of Intent. Failure to timely submit the documents may be deemed a material breach of contract and may result in rescission of the Notice of Intent and rejection of the proposed CONTRACTOR as non-responsive to the RFP.

**Prime Contractor Submissions:**

A. Insurance Certificate(s) covering insurance required in Section 6.4

B. Certification of Insurance Form (Supplement B)

C. Certification of Authority to do Business in New Jersey (out of State corporations only).

D. Certification of Compliance with MacBride Principles and Northern Ireland Act of 1989 (Supplement C).

E. In the event that the award winning proposal is from a Joint Venture, a copy of the proposed joint venture agreement between the venture partners shall be submitted for review and approval by the State. This agreement shall address issues such as: 1) The management structure of the Joint Venture and the duties and authorities of the singular program manager who shall interface with the State on all contractual and technical matters, 2) The organization functioning to control all financial matters in interaction with the State and flow of payments between the Joint Venture partners under the contract, 3) The partner/corporate function assigned the lead position for quality control and health and safety control under the contract.

F. Any other documentation of the bidder's proposal which is requested by this IFB or otherwise required by the State and which is still outstanding including requirements of N.J.S.A. 19:44 A-20.13-25 and N.J.S.A. 52:34-13.2

**Subcontractor Submissions:**

A. Insurance Certificate(s) covering insurance required in Section 6.4

B. Certification of Insurance Form (Supplement B)

C. Ownership Disclosure Form (Attachment 2)

D. Affirmative Action Supplement to Bid Specifications (Attachment 3)

E. Hazardous Waste Contractor Disclosure Form (Attachment 4)
F. Explanation of Past Problems Form (Attachment 5)

G. Subcontractor Contract Form (Supplement A)

H. Certification of Authority to do Business in New Jersey (out of State corporations only).

I. Any other documentation of the bidder's proposal which is requested by this RFP or otherwise required by the State and which is still outstanding.
8.0 SCOPE OF WORK

A. General

This SOW is intended to provide the contractor with the general requirements of the various design activities to be performed under this contract. The design tasks specified in this Scope of A. Work represent the maximum effort that may be required for a site design under the contract. The major components of each Remedial Design (RD) case will be determined on a site specific basis, and some of these tasks may not be required for each RD case. For each RD case, one or more Work Orders consisting of task(s) as described in this SOW, will be performed by the Contractor.

The major components to this Scope of Work include, but are not limited to, the following:

- The surveying and study of each site to develop site specific remedial design parameters.
- Sampling and other field work to develop site specific remedial design parameters.
- Conduct environmental sampling and analyses necessary for design of landfill closure, including: installation and sampling of monitor wells at the site to more accurately define the plume of ground water contamination; test pit excavations; landfill gas sampling and analysis; leachate /ground water sampling and analysis; surface water, sediment and soils sampling and analysis; and geotechnical testing of soils.
- Preparation of Health and Safety Documents.
- Preparation of Quality Control/Assurance Documents.
- Preparation of design and construction schedules and cost estimates, permits and permit equivalent documents.
- Determination of access and/or easement requirements for the remedial measure.
- Preparation and development of a complete design and construction bid package to include, but not limited to, engineering and construction plans, drawings, specifications, and support documents that will precisely and adequately depict and define a specific action and/or the selected remedy for each site specific RD case.
- Design a solid waste type landfill cap including features to promote stormwater management with soil erosion and sediment control measures for the cap; passive or active gas collection systems to collect, treat, and/or vent gases that accumulate under the landfill cap; a system for collection/storage of leachate seepage with off-site disposal and treatment at an appropriate, permitted disposal facility.
- Every design project must be evaluated for green design implementation.
- Other design and construction phase support documents as described in the Tasks 1 through 7.

B. Basic Services:

The design tasks will be established by NJDEP for each site specific RD case and presented to the Contractor in the initial review meeting per Section 9.3.

The possible design task assignments for a specific engagement are listed below and are further defined throughout this SOW:
Task 1 - File Review, Project Organization, Project Schedule  
Task 2 - Pre-Design Planning  
Task 3 - Investigations for Development of Design Criteria  
Task 3A - Wetlands Delineation and Assessment  
Task 3B - Floodplain Delineation  
Task 3C - Recommendations for Landfill Closure Measures and Remedial Action Plan  
Task 4 - Design  
Task 5 - Surveying  
Task 6 - Bid Phase Services  
Task 7 - Design Services During Construction

C. General Requirements:

1. Progress Reporting -

The contractor shall prepare and submit monthly progress reports which contain the following information:

a. Work accomplished during the reporting period.

b. Status of Task items outlined in the SOW.

c. Updated project schedule.

d. Percent of completion in terms of man hours and cost expended.

e. Problems or delays experienced during the reporting period.

f. Actions being taken to address and/or rectify problems and delays.

g. Activities projected over the next month.

h. All personnel changes (key personnel changes will require prior approval).

i. Billing to date showing detailed breakdown of costs incurred for the month on a task by task basis.

j. The monthly report shall be submitted to the NJDEP Site Manager no later than 10 calendar days after the end of the month being reported on.

2. Project Meetings -

The contractor shall prepare for and attend project meetings as required in NJDEP offices, Trenton, New Jersey. The meetings may include but not be limited to the following topics: technical issues, progress, budget, change orders and presentations. The contractor will be required to prepare an Agenda and follow up with minutes summarizing the meeting discussions.

3. Project manager -

The project management of the project will be assigned to one person who will act as the main contact for the execution of this work. The Project Manager is responsible for thorough knowledge of the day to day status of the work in progress. The Project Manager will be present at all meetings requested by the NJDEP.

Note: All costs for Progress Reporting, Project Meetings, and the management and coordination of each site specific project shall be included and appropriately distributed in the costs for Task 1 through Task 7.

4. Project Schedule –

During each project engagement, the Contractor shall provide a detailed schedule that includes all related Tasks with respect to the engagement and duration for each Task with dates. Upon approval of the schedule by the State, the Contractor shall be held responsible to stick to the schedule. If there is a delay in completing a Task, the Contractor shall provide reasons and justifications for the delay and obtain
approval from the State for the additional time. If necessary, the schedule may be revised and the State shall approve the revised schedule.

5. Project Deliverables –

All deliverables submitted to the State under EACH TASK listed below shall be of acceptable quality. If the State determined that the submittals are of poor quality with errors and omissions, the Contractor shall revise and resubmit those deliverables at no extra cost to the State.

8.1 TASK 1 - FILE REVIEW, PROJECT ORGANIZATION, PROJECT SCHEDULE

8.1.1 File Review

The NJDEP will make available to, and the Contractor shall review and is responsible for knowing and applying the information found in the files pertinent to the project as identified by NJDEP. The Contractor is also responsible for obtaining, knowing and applying all pertinent information from local agencies for each site specific RD case. The Contractor shall recommend to NJDEP the need for expansion and/or modification of the scope of work.

8.1.2 Project Organization

This section must include a description of the Contractor's proposed project organization for the site specific RD case. The chart shall show the key engineering personnel assigned to the case from the list supplied with his bid proposal. Proposed subcontractors shall also be included and key subcontractor personnel.

The key personnel of the project team will be evaluated by their education and experience and interviewed if necessary. If the merits of the personnel are not commensurate with the background stated in the resume, the NJDEP reserve the right to require changes of key personnel.

8.1.3 Project Schedule (Also refer to Section 8.C.4 above)

A. The Project Schedule shall detail the engagement timeframes approved in the pre-engagement meetings.

B. The project Schedule shall include a Task/Subtask activity bar chart or critical path method (CPM) sequence of events. The Project Schedule shall include but not be limited to all applicable items from the following for the site specific engagement:

- Task/Subtask start and completion dates.
- Deliverable dates for all deliverables, including construction bid package.
- NJDEP Review Periods.
- Subcontractor period of performance.
- Periods for coordination with NJDEP and USEPA (if applicable).
- Permit Application.
- Access Agreements.

C. After the project schedule receives NJDEP approval, it shall become effective on NJDEP's written notification to the Contractor.

8.1.4 Deliverables
The deliverables for Task 1 are the following:

1) File Review Summary
2) Site Specific Project Organization
3) Detailed Project Schedule

The above deliverables shall be submitted in draft to the NJDEP for approval within 15 calendar days after Contractor's receipt of an approved Work Order. Based on NJDEP comments and modifications, the Contractor shall provide the approved final documents within 2 weeks of receipt of comments. The Contractor shall supply 9 copies of the draft and 9 copies of the final.

8.2 TASK 2 - PREDESIGN PLANNING:

The contractor shall prepare and submit the following:

- Task 3 Work Plan
- Field Sampling Plan - Quality Assurance Project Plan (FSP-QAPP)
- Health and Safety Plan (HASP)

8.2.1 Task 3 Work Plan

The Task 3 Work Plan shall be a brief narrative report describing and justifying the investigations (field and laboratory) required for carrying out the design effort. These investigative activities may include any combination of the following activities:

- well installation, soil boring, sample collection and laboratory analysis, geophysical testing, aquifer testing and field reconnaissances
- ground penetrating radar, terrain conductivity, down-hole gamma logging, magnetometer survey, resistivity, radionuclide screening, soil gas survey and air monitoring
- conduct pump tests
- sample collection may include: surface soils, surface wastes, surface liquids, sediments, subsurface soil, air, groundwater and potable water
- prepare an inventory of the site wastes. This inventory shall identify the area, volume, or number of containers of wastes, with characterization of the wastes based on available data
- treatability tests
- other activities as required

The Task 3 Work Plan shall also include all field activities related to the work. This is to include, but not be limited to site preparation (roads, clearing and access) staging areas, trailer area, utilities, decon, and the areas to be sampled. The Work Plan shall also provide a list of field and laboratory activities which will require subcontractors. For subcontractor services, the contractor may be required to solicit competitive bids. This solicitation effort includes the following:

a. Invitation for Bid preparation or Request for Proposal preparation to be submitted to the State for approval.
b. Mailing and receiving bids.
c. Bid tabulation, evaluation and recommendation to the State. The State shall have the final approval regarding the subcontractor award.

8.2.2 Field Sampling Plan - Quality assurance Project Plan (FSP-QAPP)
The Contractor shall prepare a Field Sampling Plan - Quality Assurance Project Plan, (FSP-QAPP) to specifically obtain all necessary additional data, conduct the appropriate tests and undertake surveys to complete the development of design measurements and criteria.

The FSP-QAPP submitted by the Contractor shall describe in detail a field sampling and quality assurance program that is specific to the engagement. (If subcontractors are to be used in this effort, the Contractor has full responsibility for quality assurance of the subcontractor's efforts as well as his own efforts). The FSP-QAPP shall comply with the site specific scope of work, the Quality Assurance Requirements (Supplement 5), the NJDEP Field Sampling Procedure Manual (Supplement 3) and, if applicable, any site specific analytical requirements.

The FSP-QAPP will be site-specific and will address data quality objectives, sampling, laboratory analysis, quality assurance of data, and data reporting. This plan is the instrument of control for all field and analytical activities associated with this project. The FSP-QAPP shall meet the Supplement 5 requirements.

8.2.3 Health and Safety Plan (HASP)

The contractor shall prepare a site-specific Health and Safety Plan (HASP) for all on-site personnel engaged in project design related activities covered in the SOW. The contractor will be responsible for applying, monitoring and modifying the Plan's guidelines throughout the course of the SOW on site activities.

Site activities concerning inspections, investigations and remedial actions related to the NJDEP hazardous waste remedial program must be performed in such a manner as to assure the safety and health of workers engaged. All site activities shall be conducted in accordance with all pertinent general industry (29 CFR 1910) and construction (29 CFR 1926) standards of the Federal Occupational Safety and Health Administration (OSHA), U.S.Department of Labor, as well as any other State or Municipal codes or ordinances that may apply. Special attention must be given to compliance with those requirements set forth in OSHA's final rule entitled "Hazardous Waste Operations and Emergency Response", section 1910.120 of Subpart H of 29 CFR 1920, as described in the Federal Register of March 6, 1990.

The contractor may be required to utilize the HASP from a previous site specific remedial investigation effort as a basis for developing an acceptable plan for the design effort. The (updated) Health and Safety Plan shall include, as a minimum, the requirements detailed in Supplement 6 - Health and Safety Plan Requirements.

The HASP must be reviewed and approved by NJDEP prior to application for on-site personnel.

8.2.4 Task 2 Deliverables

A. The Task 2 deliverables will be submitted to the NJDEP for approval in accordance with the approved project schedule. All Task 2 deliverables must be complete documents but marked "Draft" when submitted for NJDEP review and comments. Based on NJDEP comments and modifications, the Contractor shall provide the approved final documents within 2 weeks of receipt of comments. These Task 2 deliverables shall consist of the following documents:

1. Task 3 Work Plan - 9 copies of draft and 9 copies of final.
B. The Task 2 deliverables shall be prepared and submitted in the sequence by which they are numbered in order to allow for a continuous transfer of information and to accomplish necessary negotiations leading to the next Task. The contractor may be required to submit two copies of all deliverables directly to EPA Region II.

8.3 TASK 3 - INVESTIGATIONS FOR DEVELOPMENT OF DESIGN CRITERIA

Based on review of existing data and information relating to the Project, the Contractor shall obtain the necessary additional data, conduct the appropriate tests and undertake surveys to complete the design. All field and laboratory activities shall be based on the approved Task 3 Work Plan, HASP, FSP-QAPP delivered previously in Task 2. The contractor shall mobilize and perform the work outlined in the Task 3 Work Plan and FSP-QAPP. Based on the results of the investigation, the contractor will prepare a Field Sampling Testing Results (FSTR) Report. This is an organized presentation of all sampling and testing results for the site specific RD case.

The FSTR shall include, at a minimum, the following information:

- Accurate locations of all sampling and testing points on a site map of appropriate scale.
- Presentation of the results.
- Discussion of the results of the data and how they relate to the objectives of the sampling.

8.3.1 Task 3 Deliverables

Field sampling and testing results, 12 copies

8.3A TASK 3A – WETLANDS DELINEATION AND ASSESSMENT REPORT

If applicable, wetlands and wetland transition areas on the site will be delineated in the field. All wetlands and transition areas will be marked in the field, located by survey, and shown on the site plans. Wetlands and transition areas located in the field will be verified by a site visit with the CONTRACTOR and a wetland permitting specialist from NJDEP, Pinelands Commission, and /or US Army Corps of Engineers in order to obtain a Letter of Interpretation and Freshwater Wetlands Permit.

A Wetlands Delineation and Assessment Report shall be prepared, which shall, at a minimum, consist of the following:

A. a narrative discussion of site conditions
B. wetland survey forms (completed) for each soil boring/vegetation investigation point
C. photographs taken at each sampling point to show the conditions of soil and vegetation
D. maps with investigation points identified by a number that corresponds to the survey forms
E. the assessment of vegetation communities including plant identification
F. determination of indicator status and wetland and transition zones clearly delineated on maps of the site
G. discussion of areas that may be affected by installation of the landfill closure measures
H. the wetlands and transition areas will be classified by resource value as defined in the Fresh Water Wetlands Protection Act (N.J.A.C. 7:7A)
I. the potential presence or absence of threatened/endangered species in the area that may be impacted by the remediation. This shall be accomplished by reviewing the NJDEP Natural Heritage Database, which can be done by contacting the Natural Heritage Program at NJDEP’s Division of Parks and Forestry, CN 404, Trenton, NJ 08625-0404, (609)-984-0097.
The Wetlands Delineation Report shall be submitted to the appropriate permitting agency, and revised as needed, in order to obtain a Letter of Interpretation from that Agency.

8.3A.1 Task 3A Deliverables

Wetlands Delineation and Assessment Report – 9 copies draft and 9 copies of final

8.3B TASK 3B – FLOODPLAIN DELINEATION

If applicable, a Floodplain Delineation will be performed by researching available maps. The delineation shall, at a minimum, include the following:

A. a narrative discussion of current site conditions
B. a plot of the 100-year and New Jersey Flood Hazard Line, as defined by FEMA Floodplain maps and NJDEP Bureau of Floodplain Management maps, on the project area topographic base map at an appropriate scale.

8.3B.1 Task 3B Deliverables

Floodplain Delineation Report – 9 copies of draft and 9 copies of final

8.3C TASK 3C – RECOMMENDATIONS FOR LANDFILL CLOSURE MEASURES AND REMEDIAL ACTION PLAN

Based on the studies under previous tasks, the CONTRACTOR shall prepare a Recommendation for Landfill Closure Measures Report. This shall be developed in close consultation with NJDEP. The report shall present proposed closure and/or post-closure measures and estimated costs (Construction, and Operations and Maintenance – O&M) for the landfill such as capping, subsurface cutoff wall, ground water pumping and treatment, leachate collection, landfill gas collection and treatment, access, and local statutes, regulations, and guidance documents.

The proposed closure measures and estimated costs will be formalized in a NJDEP Remedial Action Plan. It is anticipated that NJDEP will write the final remedial Action Plan, but the CONTRACTOR shall provide assistance, as requested.

8.3C.1 Task 3C Deliverables

A. Recommendation for Landfill Closure Measures Report – 9 copies of draft and 9 copies of final
B. Assistance with the draft Remedial Action Plan preparation

8.4 TASK 4 - DESIGN

A. The Contractor will prepare and deliver to the State a complete design package for the selected site remedial action. The design package will be prepared in a format which will be used as a construction IFB. The Contractor shall use information and data obtained from the Tasks 1, 2, 3 and 5 in preparing the design package. All design documents shall be prepared, signed and sealed by a New Jersey Licensed Professional Engineer or Surveyor (as appropriate). This design package task shall include, but not be limited to, the preparation of the following items:

- Design Report
- Design Drawings
• Construction Specifications
• Permits
• Bid Form (and supporting documents)

Performance Specifications are generally required when specifying equipment. Proprietary (sole source) specifications are not considered necessary for any equipment anticipated for this project. When approved by NJDEP, performance specifications may be developed from manufacturer's literature. For each item specified in this manner a listing of two manufacturers with model numbers meeting this specification will be inserted into the design documents along with the phrase "or equal". A specified item written in the manner of a performance specification will be considered proprietary if only one manufacturer can meet its requirements.

8.4.1 DESIGN REPORT

A. The contractor shall prepare a design report that describes the basis of all the design work including design objectives, design calculations, sketches and conceptual drawings, cost estimate, construction schedule and a discussion of how the proposed design meets the project objectives stated in the site specific scope of work. Repetitive submissions of this report at the 50%, 95% and 100% design completion stages shall insure that the State has the opportunity to review and provide input to the design as it progresses to completion (Note: If necessary, a 35% submission may be required).

The Design Report shall be based on the documents provided under Task 1 and the information gathered and developed in Tasks 2 & 3.

8.4.1.1 50% Design Report Submission Requirements:

A. The design report shall provide an analysis on the choice of basic materials, functional systems, and other design options in sufficient detail to economically justify the materials, systems, and options selected. Suitable documentation shall be provided to:

- verify that the necessary studies have been made.
- identify the alternatives considered with costs.
- state the decisions made.
- indicate the basis for the decisions and cost determination.

Economic justifications should include consideration of construction cost, and operation and maintenance cost for the remediation.

B. The 50% Design Report shall, where applicable, include the following information:

1. a description of the proposed design criteria and objectives, with emphasis on the ability of the proposed design to successfully meet the project objectives as set forth by the site specific scope of work.
2. a brief summary of the field investigation results including chemical, geotechnical, water, soil and treatability studies.
3. a description of the proposed project facilities and operations.
4. a utility analysis and resulting requirements. The utilities to be analysed shall include but not be limited to gas, electric, telephone, potable water and sanitary.
5. an analysis and discussion of solid and hazardous waste transportation and disposal requirements. Additionally, the contractor shall describe how these requirements will be satisfied.
6. an analysis and discussion of management of construction generated water.
7. The contractor shall prepare a detailed and itemized cost estimate for the proposed action. The detailed cost estimate shall include all associated phases of construction (i.e. Site preparation including mobilization, civil, architectural, mechanical, electrical, demobilization, etc). Additionally, all professional, supporting, and outside services associated with the construction phase of the project shall be included and itemized in the cost estimate. Such services may include resident engineering services, inspections, testing, safety and security measures and contingency. The cost estimate shall include a separate section which details O&M cost per year. The contractor shall also state the method, assumptions and the basis in developing quantities and pricing. The cost and unit price references such as inhouse database, cost manuals or vender quotes shall also be provided.

8. A narrative of special requirements during construction (Health, Environmental).

9. An outline of a post-construction monitoring program to evaluate the effectiveness of the remedial action.

10. A discussion of all permit requirements and issues, and an analysis and discussion of design standards resulting from permit requirements.

11. An evaluation of site access requirements and proposed access routes.

12. An evaluation and recommendations of site security requirements.

13. An evaluation and recommendations of site safety and emergency requirements.

14. The operation and maintenance requirements including staffing, consummables, power and testing.

15. An analysis and discussion of site drainage and stormwater management, and off-site impacts.

16. An analysis and discussion of on-site and off-site (local community) traffic impact during construction. The discussion shall include road capacity and design limits, working restrictions, local restrictions and how the design will satisfy and solve the traffic problems.

17. An analysis and discussion of noise level that will be generated during the construction site operations and the impacts. In addition the discussion shall identify the local restrictions.

18. The contractor shall provide a proposed construction schedule on a drawing sheet of 24" x 36" size. This shall present the duration for each activity in a bar graph type of illustration. At a minimum the schedule shall include all identifiable construction activities. In addition, the schedule shall include design activities and design associated activities which may affect construction progress such as permit acquisition, engineering reviews, O&M Plan submission, easement and/or property acquisition, NJDEP review time, preparation and execution of legal document. The schedule shall also account for seasonal construction activity slowdown/delays. The timing units of the schedule shall be monthly.

19. A narrative describing and justifying recommended property or easements to be acquired.

20. A discussion of special construction material selection. This shall include the analysis and reasons for selecting a special non-standard component of construction.

21. All major independent studies used in preparing the design shall be referenced and a copy provided with this 50% submission.

8.4.1.2 95% Design Report Submission Requirements:

A. The 95% submission shall incorporate the 50% submission comments provided by the NJDEP. This shall finalize all calculations, analysis, data, narratives, discussions and revisions. This task shall include but not be limited to the following:

1. Design calculations which represent the final revisions and selection of all components including but not limited to facilities, equipment, materials, appurtenances. This section shall support all the design selections for the purposes of documentation and record.

2. A final cost estimate, presented on the same bid form on which the construction contractors will submit their construction bids. The detailed and itemized estimating sheets shall also be included with the completed bid form to support and document
the accuracy of the final cost estimate. The estimate of contract cost should be accurate within plus 15% to minus 10% of the actual contract award price.
3. a final construction schedule.
4. finalization of special requirements and procedures during construction (Health, Environmental, etc.).
5. status of all permit acquisition efforts.
6. metes and bounds description of property or easements to be acquired in conformance with the requirements of The New Jersey State Board of Professional Engineers and Land Surveyors.

8.4.1.3 100% Design Submission Requirements:

The 100% Design Report shall consist of the approved 95% Design Report with the NJDEP comments incorporated. This effort shall include but not be limited to the review of the NJDEP comments, a formal response to each DEP comment and incorporation of the mutually acceptable comments.

8.4.2 DESIGN DRAWINGS

The contractor shall prepare complete, detailed, and biddable drawings which depict and represent all existing site conditions and proposed construction work. The drawings shall at a minimum include all facilities, equipment, improvements and details of all proposed work.

The contractor shall prepare the engineering plans and drawings in accordance with the current standards and guidelines of the New Jersey State Board of Professional Engineers and Land Surveyors.

At a minimum, the drawings shall include legend, notes and references to technical specifications, and items and schedule of materials. The drawings shall be prepared and submitted to provide at least the level of information and detail as listed in the following sub sections (Note: If necessary, a 35% submission may be required):

8.4.2.1 50% Design Drawing Submission Requirements:

A. The intent of this submission is to provide all existing information of the project site and to conceptually illustrate the proposed remedial construction. The drawings shall provide at least the following typical items:

1. a cover sheet bearing at least the title of the project, a key map, the name of the Professional Engineer in charge, an index to drawings comprising drawing numbers and drawing descriptions, and NJDEP project identification.
2. a property survey which includes all existing easements, right of way and reservations per task 4 (property and field surveying). This shall also include all adjacent properties within 200 feet of the site with local tax map lot and block designations, and names and addresses of current owners of record.
3. site plans which include conceptual depiction of all access roads, buildings, structures, facilities, controls, equipment, and all site features; existing and proposed.
4. existing site topography consisting of ground elevation contours at intervals which is to be established on a site specific basis, and spot elevations based on USGS datum.
5. location and identification of all significant natural features such as wooded areas, water courses, wetlands, depressions.
6. flood hazard area and 100 year flood plain, if applicable.
7. all surface and subsurface utilities, existing and proposed.
8. conceptual locations of staging, borrow and stockpiling areas.
9. conceptual locations of construction contractor's trailers, support area, decontamination facilities, restricted zones, construction entrance and temporary access roads.
10. conceptual locations of all stormwater management and drainage facilities and surface water discharge points.
11. conceptual cross-section or typical detail of all major design items and components.

B. The design drawings shall be uniform in size, approximately 24" x 36". The minimum drawing scale for the civil/site drawings shall be established on a site specific basis. For all match line drawings an index map shall be provided. In addition, a general site plan drawing shall be prepared at a scale, which is to be established on the site specific basis, to depict the entire site in one drawing sheet.

8.4.2.2 95% Design Drawings Submission Requirements:

At this 95% submittal, the drawings shall be complete, accurate and in the biddable format in the best judgement of the contractor. This submission of the drawings shall incorporate all the comments and revisions presented by the NJDEP during the previous 50% design submission. The 95% submission shall include but not be limited to the following:

a. final site plan and grading drawings.
b. final civil drawings.
c. final cross sections and details of all utilities.
d. final drainage drawings.
e. final survey drawing.
f. final electrical drawings and wiring diagrams including general electrical system layout indicating capacities and sizes.
g. final mechanical drawings including mechanical flow process schematic and instrumentation, and general mechanical system layout indicating capacities and sizes.
h. final structural drawings.
i. final architectural drawings.
j. final HVAC drawings.
k. final miscellaneous detail sheets.
l. final landscaping drawings.
m. traffic control drawings.
n. north arrow, scale, sheet numbers, and person responsible for preparing each sheet.
o. access routes that will be used for the site operation.
p. easements, right of way and property acquisitions.
q. new final contours at intervals which is to be established on a site specific basis in addition to the existing contours.
r. project sign detail (if required) as approved by NJDEP.
s. staging, borrow and stockpiling areas with dimensions locations and details.
t. soil erosion and sediment control measures and details. All measures and details depicted on the drawings shall be in conformance with the current New Jersey standards for soil erosion and sediment control.
u. cross sections of major earth work components such as excavations, fill areas, caps and roadways.

8.4.2.3 100% Design Drawing Submission Requirements:

This 100% submission shall be for the purpose of incorporating the NJDEP 95% submission comments and all subsequent review comments.

8.4.3 CONSTRUCTION SPECIFICATIONS
A. The contractor shall prepare complete, detailed and biddable contract specifications for the proposed construction and implementation of the proposed action. The specifications documents will be comprised specification sections which collectively cover all activities and components of the proposed construction. Each specification section for an activity or component shall at a minimum clearly detail: construction activities, phases, materials, quality assurance, codes and standards, submittals, guarantees, product equivalents, execution, delivery, storage, handling, installation, testing, measurement and payment. The specifications shall be based on the current Construction Specifications Institute (CSI) format. The specifications shall also include a section detailing the construction phase environmental monitoring work. This shall consist of the contractor preparing a monitoring plan and preparing a construction specification section which details the sampling, analytical testing, data validation and reporting requirements of the monitoring plan.

B. The construction schedule shall present the various phases of construction in a bar-graph type of illustration.

The schedule shall include engineering activities and engineering associated activities which may affect construction progress such as permit acquisition, delivery, installation, construction services, O&M Plan submission, easement, and/or property acquisition, NJDEP review time, preparation and execution of legal documents, etc. and shall include a reasonable contingency for field modifications, winter delays, etc.

C. The Contractor shall include a Construction Operations Plan which shall represent the design Contractor's recommendations for the methods by which operations shall proceed. The discussion of methods shall address the timing and manner in which construction activities should be sequenced and/or implemented. This plan shall also include recommendations and requirements which pertain to security measures, site restoration, emergency response measures, quality assurance, etc.

The Plan shall include independent components which address the following major construction operations:

1) Operations and Staging

This section shall describe the actual remediation activities to be conducted.

This section shall further identify the method of coordinating operations into a total operations plan, and shall deal with traffic patterns, traffic control, staging and loading areas, etc. The plan shall identify the location of equipment and materials storage, decontamination facilities, security and construction trailers, and Construction Managers trailers as well as temporary utilities required for such facilities.

The plan shall also address entry and access to the site during the construction period(s), traffic control, and periods of inactivity including provision for decontamination, soil erosion and sediment control, and dust control. Whenever practical, elements of the construction operations plan shall be clearly depicted.

The Operations and Staging section of the Construction Operations Plan will be offered to the construction bidders as recommendations. The actual implementation of construction operations and staging will be the responsibility of the Construction Contractor.
2) Construction Phase Health and Safety Measures

This section shall address all health and safety measures to be implemented and observed by construction personnel, the adjacent community, and the general public.

Site activities concerning inspections, investigations and remedial actions related to the NJDEP hazardous waste remedial program must be performed in such a manner as to assure the safety and health of workers so engaged. All site activities shall be conducted in accordance with all pertinent general industry (29 CFR 1910) and construction (29 CFR 1926) standards of the Federal Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, as well as any other State or municipal codes or ordinances that may apply. Special attention must be given to compliance with those requirements set forth in OSHA's final rule entitled "Hazardous Waste Operations and Emergency Response", section 1910.120 of Subpart H of 29 CFR 1910 as described in the Federal Register of March 6, 1990.

3) Quality Assurance

This section shall address all quality assurance requirements and standards relating to all construction operations directly or associated with all remedial activities. The quality assurance items to be (typically) included are:

- Inspection and certification
- Measurement and daily logging
- Field performance
- As-built drawings and log
- Description of the testing of the finished work and the criteria for passing or failing.

D. The construction specification documents shall include an operation and maintenance section. This section shall require the construction contractor to operate and maintain all constructed facilities for a minimum of one year and an additional one year on a month to month basis. The contractor shall prepare this section to provide sufficient details on staffing, operations, prevention maintenance, monitoring, utilities, chemicals, spare parts, consumables, laboratory analysis, permit reporting, repair of equipment and facilities, maintenance of inventory, sludge and residuals disposal requirements.

E. The construction specification documents shall include one stand alone measurement and payment section covering all construction contract work. This section shall clearly describe the price items in detail, state the work included, the units of measurement and the method of payment. The contractor shall also provide a suggested schedule of values for all lump sum pay items.

F. The contractor shall prepare as part of the technical specification documents a separate set of appendices which contain relevant data for the bidders information taken from the Task 3 Field Sampling and Testing Results Report. This shall include soil, water and air analytical test results, and geotechnical results such as boring logs, geological profiles, test pits, subsurface investigations, treatability studies and pump tests.

H. The Specifications shall be on 8 1/2" x 11" paper. Each sheet shall have a unique sequential number so that missing sheets can be identified. The specifications shall be complete and suitable for bidding and construction purposes.
8.4.3.1 50% Construction Specification Submission Requirements (Note: If necessary, a 35% submission may be required):

The 50% submission shall be a comprehensive outline of the specifications. The outline shall consist of a table of contents, which identifies the CSI division and specification section numbers and descriptions.

8.4.3.2 95% Construction Specification Submission Requirements:

The 95% submission shall provide a complete, final and biddable set of construction specifications. The CSI format specification divisions and sections outlined in the 50% submission shall now be expanded and provide a full detailed narrative for each section. This submission of the construction specifications shall incorporate all the NJDEP 50% submission comments and revisions. Each specification section shall contain a description of all work included and define the qualitative requirements for products, materials, execution, workmanship, quality assurance and testing. If a particular specification section is not included or adequately addressed in the CSI manual, an additional section shall be developed utilizing the same CSI format. No specification section shall be developed or otherwise utilized that conflicts, contravenes, modifies or compromises the intent of any other contract document.

This submission shall include a separate volume of Appendices which provides select relevant data from the Task 3 Field Sampling and Testing Results Report.

NJDEP will develop and provide the following contract sections which the Contractor shall modify for this site specific application and include, collate, and reproduce as part of the specifications:

- Sample IFB Cover Sheet
- Notice to Bidders
- Instructions to Bidders
- Bidders Qualification Statement
- Bid Bond Form
- Form of Agreement
- General Conditions
- Attachments

The Contractor shall develop the remaining sections, subject to NJDEP approval, which shall include at least the following:

- Table of contents
- Bid Form
- Supplementary Conditions
- Detailed Specifications

8.4.3.3 100% Construction Specification Submission Requirements:

This 100% submission shall be for the purpose of incorporating the NJDEP 95% submission comments and shall be complete and ready for bidding and construction issue.

8.4.4 PERMITS AND CERTIFICATIONS
The contractor shall be responsible to identify and prepare applications for all local, state and federal permits that are required for the project. The contractor shall insure that the project design work and final constructed facilities meet all permit standards and requirements. The contractor shall make all necessary and requested revisions to the design work and application packages to satisfactorily obtain final permits. Throughout the permit acquisition work, the contractor shall be prepared to attend pre-application meetings and any other meetings as required to satisfactorily prepare the permit applications and respond to the permit issuing groups’ questions or deficiency letters. The contractor shall prepare and submit the permit and certification work as follows (Note: If necessary, a 35% submission may be required):

8.4.4.1 50% Submission Requirements:

The contractor shall perform an evaluation of local, state, federal and other applicable agency regulations to identify all required permits. This submission shall include a narrative presentation of this evaluation and the resulting list of required permit and certifications for this project.

8.4.4.2 60% Submission Requirements:

At a minimum the contractor shall submit the following:

a. The contractor shall prepare and submit to the NJDEP all permit, permit equivalent, and/or certification applications, including any required technical supplements, drawings and maps. This shall include the contractor obtaining and completing all current (or revised) standard State forms, applications, plans and/or supplement sheets for each required (Site Specific) permit, permit equivalent, and/or permit certification.

b. The permits shall be prepared for the NJDEP/ Division of Publicly Funded Site Remediation as applicant and operator for appropriate, site specific long-term cleanup measures.

c. All permit fees shall be paid by the contractor. The contractor shall be reimbursed on an actual cost basis supported by an acceptable proof of payment such as receipts and invoices.

d. The contractor shall provide complete application packages for, but not limited to, the following cleanup activities that may apply to the site:

   1. wetlands permit
   2. stream encroachment permit (construction within a flood plain)
   3. certificate to operate air quality control apparatus/equipment
   4. permit to construct/install/alter air quality control apparatus/equipment
   5. water lowering permit - water diversion
   6. approval of activities that impact cultural resources
   7. treatment works approval
   8. sewer connection permit
   9. NJPDES - discharge to ground water permit
   10. NJPDES - discharge to surface water permit
   11. monitoring well permit
   12. permit to drill well
   13. state and county soil erosion and sediment control certification
   14. treatment, storage and/or disposal of hazardous wastes
   15. underground storage tank closure/installation or modification/registration
   16. planning board approval
   17. local construction permits
   18. any other permit as required
8.4.4.3 95% & 100% Submission Requirements:

All permit and certification application packages shall have been completed and submitted per the 60% requirements. The time between 60% and 95% and 100% submissions shall be utilized by the contractor in making any necessary revisions or additional submissions to make the applications satisfactorily complete to the permit issuing group. The contractor shall copy the NJDEP Site Manager on all correspondence with the permit issuing group including the notes of telephone conversations.

8.4.5 Design Reviews, Comments and Responses:

The contractor shall meet with the NJDEP Site Manager in the Trenton NJDEP’s office after each design submission as follows:

50% Design - 1 meeting
95% Design - 2 meetings

The contractor shall also prepare and submit a letter detailing his response to each NJDEP comment on 50% and 95% submissions. This response letter shall be submitted within 4 weeks from the receipt of the NJDEP comments for each submission.

Functional and technical reviews performed by the NJDEP do not in any way relieve the contractor from full responsibility and, therefore, liability for completeness and integrity of the project as designed within criteria and constraints defined by the NJDEP. This liability also includes construction related impacts such as costs for corrections or delays which are attributable to design deficiency. The purpose of reviews by the NJDEP is to insure that the design contract scope and the remediation objectives stated in the Decision Document are satisfied. The final decision on all technical comments shall be made by the contractor. The contractor is neither required to agree with technical comments nor to make any suggested changes, since the contractor is totally responsible and, therefore, liable for the design. If at any time the contractor does not fully understand a comment, it is to be discussed with the Site Manager who will coordinate with the appropriate design reviewer to resolve any ambiguity or misunderstandings.

Resubmittal of some or all of a submittal package will be required when a submittal package is found by the State inadequate for that stage of review. All resubmittals for due to the contractor’s errors or omissions are at the expense of the contractor.

8.4.6 TASK 4 DELIVERABLES

The importance of careful checking and coordination of plans, specifications and other project documents cannot be overemphasized. Prior to each of the submissions (50%, 60%- Permit only, 95% and 100%) it shall be the responsibility of the Contractor to check and coordinate all project work. Deficiencies, ambiguities, conflicts, typographical errors and inconsistencies shall be rectified prior to submittal of documents. The letter of transmittal for each submission (50%, 95% and 100%) shall certify that all documents have been checked and coordinated prior to submittal and shall be signed by a principal of the firm.

The design deliverables will be deemed 100% complete when all reviews, revisions, and modifications generated after the 95% submission are completed to the satisfaction of NJDEP. This includes revisions and modifications generated as a result of the construction bid conference and addendum.
The contractor shall provide the documents as listed in each of the following sub-sections:

8.4.6.1 50% Submission:

Eight copies of each of the following shall be submitted to the NJDEP Trenton Offices and two additional copies may be required to be mailed to USEPA Project Manager in New York, NEW York:

a. Design Report as described in section 8.4.1.1.
b. Design Drawings as described in section 8.4.2.1.
c. Construction Specification items per section 8.4.3.1.
d. A list of permits per section 8.4.4.1.

8.4.6.2 60% Permit Submission:

Six copies of each completed permit application packages ready for filing as described in section 8.4.4.2 shall be submitted to the NJDEP Trenton Offices.

8.4.6.3 95% Submission:

Eight copies of each of the following shall be submitted to the NJDEP Trenton Offices and two additional copies may be required to be mailed to USEPA Project Manager in New York, New York:

a. Design Report as described in section 8.4.1.2.
b. Design drawings as described in section 8.4.2.2.
c. Construction Specifications as described in section 8.4.3.2.
d. All permit and certification application package as described in section 8.4.4.3.

8.4.6.4 100% Submission:

The review comments made in the previous submissions shall be satisfactorily incorporated in all the documents. The 100% final drawings and specifications shall be suitable for the State to use in assembling the Construction Invitation for Bid Package. The contractor shall submit the following documents to the NJDEP Trenton Offices. Additionally the contractor may be required to mail 2 copies of each of the documents excluding the item d to the USEPA Project Manager, New York, New York.

a. Design Report as described in Section 8.4.1.3 - 10 copies, and two sets of mylars of construction schedule.
b. Design drawings as described in Section 8.4.2.3 - 6 sets of paper prints and 3 sets of reproducible first quality mylars.
c. Construction Specifications as described in Section 8.4.3.3 - 6 copies and 1 camera ready original unbound loose set.
d. Published specifications incorporated by reference into the above Construction Specifications - two copies each.
e. Status of required permits.

For items a and c above an additional reproduction copy shall be submitted in which each sheet shall have standard three hole punching. They shall be submitted in standard three ring or post binders so as to be readily disassembled for reproduction.
Following the approval of the Task 4 deliverables, Task 4 shall be considered completed. The Design Deliverables will be deemed 100% complete when all reviews, revisions and modifications generated after the 95% submissions are completed to the satisfaction NJDEP.

8.5 TASK 5 - SURVEYING

The contractor shall provide all required surveying services necessary to perform field investigations and design work in this contract. All surveying documents provided by the State shall be utilized to the maximum extent possible. The basis of bearings and elevations of all surveys generated shall be in accordance with New Jersey State Plane Coordinate System (NAD83) and National Geodetic Vertical Datum (NGVD) of 1988. The accuracy of the survey shall be maintained horizontally to 0.1 foot and vertically to 0.01 foot. All surveys must be signed, sealed, and certified by a New Jersey Licensed Land Surveyor. The Surveyor is responsible for obtaining sufficient documentation and evidence to render a survey plat which is correct as well as accurate. Such information may include but not be limited to, earlier surveys, record deeds, title reports, original fact maps, public records, and state, county and municipal maps.

The required Survey Work may include the following:

8.5.1 Site Property Surveys

All work shall at a minimum include the requirements as set forth in the State Board of Professional Engineers and Land Surveyors Administrative Rules and Regulations, Chapter 40, Sub Chapter 5, Paragraph 13:40-5.1. This shall result in a survey map which clearly depicts site property boundaries and corners, easements, right of ways, structures and adjacent property boundaries noting current owners and addresses, lot and block designation, and all other pertinent property data.

The area of the properties surveyed is to be stated in square feet and acres. The acreage is to be rounded to the nearest one-thousandth of an acre. All surveys are to close mathematically. All straight line courses will be defined by bearings and distances. Curves will be defined by radius, arc length, chord bearing and chord length.

8.5.2 Topographic Map of the Site

This map shall be based on aerial photography or ground based survey. The level of accuracy for the horizontal and vertical survey information and the contour intervals shall be determined on a site specific basis depending on the level of accuracy required for the design. The map shall at a minimum include utility lines, streams, ditches, water bodies, structures, sidewalks, streets, and all other significant physical and environmentally sensitive features as required to perform the design and construction. Aerial photographs, if used, shall be current to within 2 years of date of the design contract award, unless this time restriction is modified by the State. The following aerial information shall be provided on the plat:

- Taken by: (Organization)
- Reference: (File Number or Identification)
- Date of Flight: (Within 2 years of Contract Award)
- Scale:

8.5.3 Construction Survey Monuments

The contractor shall install two concrete survey monuments marked with durable caps and identifying numbers. These monuments shall be located horizontally by the New Jersey Plane
Coordinate System and vertically by the National Geodetic Vertical Datum. These monuments shall be located on the site and in clear view of each other so that the Baseline established for the construction contractor shall be the straight line course that passes through these monuments. The construction Site Plan drawing shall include the monument locations, coordinates and elevations. All proposed construction work shall be located with reference to the construction survey monuments and/or Baseline.

8.5.4 General Survey Locations

All sampling locations, well locations, test pits, soil borings and other investigation locations shall be depicted on drawings with coordinates and elevations.

8.5.5 Task 5 Deliverables

All Task 5 deliverables must be complete documents. The survey data gathered shall be incorporated into the design effort, where appropriate, and be clearly reflected in the design drawings.

The contractor shall submit the documents as listed below:

1. Property Survey as described in section 8.5.1 - 10 paper prints and 3 reproducible mylars.
2. Topographic Map including construction monument locations, and sampling and well locations as described in sections 8.5.2, 8.5.3 and 8.5.4 - 10 sets of paper prints and 3 sets of reproducible mylars.

8.6 TASK 6 - BID PHASE SERVICES

The Contractor may be required to assist the State during the Bid Phase in one or more of the following areas:

8.6.1 BID PREPARATION AND DISTRIBUTION

The Contractor may be required to prepare and distribute the entire bid package. Preparation and distribution of the bid packages shall include printing, xeroxing, reproducing, collating, affixing, binding, assembling, packaging, marking, transporting, mailing, and distributing the bid packages to potential bidders.

8.6.2 BID ADVERTISEMENT SERVICES

The Contractor may be required to assist NJDEP in advertising for and obtaining sealed bids for each construction contract developed under this SOW. Such assistance will involve consultation on each solicitation for bidders, attendance at pre-bid conferences and site visits.

8.6.3 BID ADDENDA SERVICES

The contractor may be required to assist NJDEP in the preparation of addenda as appropriate to interpret, clarify or expand the Contract documents.

8.6.4 BID EVALUATION SERVICES

The Contractor may be required to attend all bid openings, prepare bid tabulations and assist the State in evaluating bids for reasonableness, responsiveness and completeness. Consult with and advise the State as to acceptability of subcontractors, suppliers and waste disposal services.
proposed by the prime-construction contractor(s). Also review with NJDEP the schedules, guarantees, bonds and certificates which are to be provided by the prime construction contractor(s).

8.6.5 BID PROTESTS, REBIDDING, NEGOTIATION

The Contractor may be required to assist NJDEP with bid protests, rebidding or renegotiating contracts for construction, materials, equipment and/or waste disposal services.

8.6.6 EXPERT WITNESS

The Contractor may be required to prepare and/or serve as an engineer consultant or expert witness for the NJDEP in any litigation, arbitration or other legal proceedings involving the design and/or bidding of contracts for this Project.

3.6.7 Post Construction Contract Award Submission:

The contractor shall provide 4 record sets of drawings and specifications, signed and sealed by a New Jersey Licensed Professional Engineer, after the construction contract is awarded. These record sets shall incorporate revisions and modifications generated as a result of the construction bid conference and addendum to the satisfaction of NJDEP prior to Construction Contract Award.

8.6.8 TASK 6 DELIVERABLES

The Task 6 deliverables shall typically consist of the following:

a. Bid package preparation and distribution
b. Addenda prepared in a State approved format.
c. Bid tabulations for each construction contract.
d. Bid evaluations and contract award recommendations.
e. Modified contract documents for rebidding any construction contract.
f. Technical and contractual information in preparation for litigation, arbitration or other legal proceedings.
g. Four record sets of drawings and specifications.

8.7 TASK 7 - DESIGN SERVICES DURING CONSTRUCTION

The contractor may be utilized to accomplish the following listed services. The NJDEP may exercise its option to secure one or more of these services or to procure similar professional services from other contractors.

8.7.1 CONSTRUCTION INSPECTION SERVICES

The Contractor may be required to conduct visits to the site at intervals appropriate to the various stages of construction in order to inspect as an experienced and qualified design professional the progress and quality of the various aspects of the Construction Contractor(s)' work. Based on information obtained during such visits and on such inspections, the Contractor shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Contractor may be required to keep NJDEP informed of the progress of the work by submitting written progress reports at intervals to be determined on a site specific basis.

8.7.2 CONFERENCES AND MEETINGS
The contractor may be required to attend meetings with the Construction Contractor such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.

### 8.7.3 CONTRACT DOCUMENTS AND MODIFICATIONS

The Contractor may be required to assist the NJDEP Construction Manager to clarify and interpret the contract documents if needed. If the construction contractor has suggestions for modifications in Drawings or Specifications, the contractor may be required to consider and evaluate those suggestions. Upon receiving a recommendation from the contractor, the NJDEP will determine approval or disapproval of the modifications. If necessary, the design contractor shall modify the contract documents accordingly.

### 8.7.4 SHOP DRAWINGS

The Contractor may be required to review and recommend approval or disapproval of all shop drawings. Upon receiving a recommendation from the Contractor, the NJDEP will ultimately determine shop drawing approval or disapproval. All receipts, reviews, approvals, disapprovals, resubmissions, and justifications for approvals and disapprovals shall be documented in writing by the Contractor, and be included in the progress reports.

### 8.7.5 REVIEW OF PRODUCT SUBSTITUTION REQUESTS

In the event the Construction Contractor requests a product substitution, the Contractor shall implement the following procedure:

a. Request the Construction Contractor to submit shop drawings, product literature, performance data, etc. to the Contractor for review.

b. Review the product information and evaluate the requested substitution on the basis of the intended function of the product being substituted. A complete review shall be completed including such aspects as operation, service life, construction cost, maintenance cost, consistency with the overall project system, etc.

c. Report to NJDEP, in written form, the conclusions drawn from item "b" above, and include a recommendation on whether or not NJDEP should accept or deny the substitution request of the Construction Contractor.

d. If the Contractor's recommendation is to accept the substitution, include a cost estimate on the extra due to the Construction Contractor or credit due to the NJDEP as a result of the substitution, if any.

### 8.7.6 DESIGN FIELD CHANGES

In the event unforeseen or unpredictable field conditions and/or construction developments occur, the Contractor shall evaluate the conditions and developments and report any potential impact they may have on the project. If the Contractor concludes that the design of field changes is necessary to maintain the purpose, intent and/or integrity of the project, he shall justify this conclusion in writing to NJDEP.

If NJDEP authorizes the Contractor to proceed with the design of field changes, the Contractor shall do so immediately, even though the extent of payment for the design change effort may not be finalized.
The Contractor will not receive payment for any design change effort which was necessary due to negligence, omission, and/or error on behalf of the Contractor, his subcontractors, and/or his agents.

8.7.7 PREPARATION OF PROGRESS PAYMENT REPORTS

The Contractor shall review all requests for payment from the Construction Contractor. The Contractor shall forward the Construction Contractor's request to NJDEP along with his recommendation for payment for only those items of work which have been satisfactorily completed and provided by the Construction Contractor.

Those items, equipment, and facilities which require testing shall not be considered for full payment until the Contractor can conduct and/or verify successful testing of same.

8.7.8 FINAL INSPECTION

The Contractor may be required to prepare a punch list to conduct a final inspection of the project and be present as a member of the team conducting the final inspection. An inspection report shall be prepared to include the items of work which have not been satisfactorily completed, explaining the deficiencies of the quality of the work. This inspection report shall be submitted to the Construction Contractor for corrections. Re-inspections will be conducted until the project is finally accepted.

8.7.9 PREPARATION OF AS-BUILT DRAWINGS

Upon completion of the construction phase of the project, the Contractor shall prepare a complete set of As-Built record drawings which will accurately represent the final features, topography, and physical orientation of the project site and facilities.

A special effort shall be made to accurately locate all subsurface facilities, utilities, and pipelines.

A complete set of reproducible As-Built drawings and five (5) sets of prints shall be submitted to NJDEP.

8.7.10 OPERATION AND MAINTENANCE MANUAL

Prior to startup of the project the Contractor shall prepare an Operation and Maintenance Manual. The manual shall describe in detail all procedures for operation and maintenance. It shall include a full description of all equipment to be used including manufacturers literature, spare parts lists, recommended maintenance schedules and repair instructions.

Prior to preparing the manual the Contractor shall submit an outline of the contents for the approval of NJDEP. The finished manual shall be bound in a 3-ring or comparable loose leaf binder. Five (5) draft copies of the complete manual shall be submitted to NJDEP for approval. After incorporating recommendations of NJDEP, 10 copies of the approved final version shall be submitted.

8.7.11 START-UP

Upon the completion of the installation of the new facilities and equipment, the Contractor shall schedule a start-up date or dates with the Construction Contractor and, if appropriate, with the manufacturers representative.
When the new facilities and equipment are brought into proper operational order, a second meeting shall be scheduled to demonstrate the new facilities. The second meeting shall be scheduled to accommodate attendance by NJDEP, the Contractor, the Construction Contractor, the manufacturer's representatives, and other parties and officials as determined by the NJDEP.

8.7.12 TRAINING

The Contractor shall arrange a training session with NJDEP, the appropriate manufacturer's representatives, the intended operators of the new facilities, and other parties as designated by NJDEP, to develop systems and procedures for operation and maintenance of the new facilities.

All necessary manuals, documents, record forms and other product literature shall be presented at the training session, and reviewed with the attendants in detail.

8.7.13 TASK 7 DELIVERABLES

The Task 7 deliverables shall typically consist of the following:

a. conduct site visits per 8.7.1
b. attend conferences and meetings per 8.7.2
c. modify contract documents per 8.7.3
d. review shop drawings per 8.7.4
e. review of product substitution requests per 8.7.5
f. evaluate design field changes per 8.7.6
g. prepare progress payment reports per 8.7.7
h. participate in final inspection per 8.7.8
i. prepare as-built drawings per 8.7.9
j. prepare operation and maintenance manual per 8.7.10
k. schedule for start-up of new facilities per 8.7.11
l. arrange training session per 8.7.12
9.0 METHOD OF ASSIGNMENT AND ENGAGEMENT

9.1 USE OF THE CONTRACT

9.1.1 The award of this Term Contract establishes that two Primary and one Alternate firm have represented that they can provide personnel with the necessary experience, qualifications, and state of the art capabilities in the designated disciplines to provide consultant services to NJDEP in multiple project assignments. The award also indicates that the Contractor(s)’ proposed professional and technical rates are accepted for the period of the term contract.

9.1.2 The award of a Term Contract will not establish any other right nor will it constitute a commitment that a RD Case will be assigned to each firm or any one firm. Once the RD Case is assigned to a Contractor, site specific work may or may not occur. The assignment of a RD Case will not establish a right, nor will it constitute a commitment that any work will be engaged.

9.1.3 The site-specific work engaged under this RFP may involve one Work Order of one or more Section 8.0 Tasks, or it may involve multiple Work Orders, with each subsequent Work Order dependent on the results and findings of the previous Work Orders. No work will commence until a Work Order is received by the Contractor.

9.2 ORDER OF ASSIGNMENT

9.2.1 The State will award two (2) Primary Contracts, and one (1) Alternate Contract, to the three (3) responsive and responsible bidders providing the best value to the State for this Term Contract, as determined under Section 7.1.C. The NJDEP will present each RD Case first to the Primary Contractors. If, because of a conflict-of-interest, both Primary Contractors are unable to undertake a RD Case, the Alternate Contractor will be presented the RD Case. Each Primary Contractor is expected to have the capability to simultaneously work on five (5) site specific projects at an average professional level of effort of 4,000 hours each. The projects will be assigned on an alternating basis between both primary contractors. The intent of this contract is to equally balance the projects and total engaged labor hours between the two prime contractors. The State will review the incurred labor hours for each prime contractor on a periodic basis to ensure this equal balance of hours is achieved. The State also reserves the right to override the alternating assignment method for a specific project if it is in the best interest to the State. A prime reason for overriding an assignment may be the situation where a Contractor has significant past experience on a project site and has extensive knowledge and familiarity with the contamination, geology, local community, and other factors that would result in a faster, more efficient, and cost effective design effort. In the event of an override of the project assignment order, the bypassed prime contractor may be awarded the next two consecutive projects to make up for the override and achieve the equal balance of labor hours awarded to each prime contractor. The prime contractor with the highest technical score resulting from the bid evaluation will be awarded the first project in the alternating process.

It is the intent of the RD General Contract that the Primary Contractors will be engaged for all specific cases subject to the following conditions:

If the State determines a conflict of interest exists after reviewing the submittal from the Primary Contractors detailing any relationships with the Potentially Responsible Parties (PRPs) of a specific project, the State has the option to assign that project to the Alternate Contractor.

If the Primary Contractors are engaged with five (5) simultaneous site specific projects each, the Primary Contractors may refuse any more projects until the project workload decreases to under five simultaneous projects. Upon both Primary Contractors refusal, the State has the option to engage the Alternate Contractor.
If a Primary Contractor's performance in the management of execution of work during the course of an engagement is not satisfactory, the Department will notify the Project Manager of the problem for immediate resolution. Failure to correct problems in a reasonable time will result in the State taking further action with the Contractor which may end in termination of the contract according to Section 6.5.7 and awarding of future RD engagements to the other Prime Contractor/Alternate Contractor.

9.3 CONTRACTOR SPECIFIC CASE ENGAGEMENT PROCESS

9.3.1 It is the intent of the RD Contract to finalize a RD Specific Engagement between the NJDEP and the Primary Contractor and initiate RD work within a maximum of four (4) calendar weeks following notification of the Contractor by NJDEP. For each RD Case identified by NJDEP, the Primary Contractor will be notified by telephone and fax and presented a summary of the RD project, the anticipated tasks and follow-up schedule requirements as outlined below.

A. At notification, the Primary Contractor will be informed as follows:

1. Identification of the site and location and any PRPs. Based on this the contractor shall submit the certification of conflict of interest form.
2. The site specific purpose and intent of the RD Case.
3. Description of the site and problem to be addressed.
4. Outline of anticipated Tasks.
5. Projected time frame of the RD Case and proposed general schedule.
6. The need for specific non-professional subcontractors.
7. Anticipated permits.
8. Schedule for Site Visit and initial pre-engagement meeting where required.
9. Location and amount of files available for review.

B. To accomplish a timely engagement schedule, each site specific case will be engaged at the State's option on either a task by task basis or the contractor may be given a purchase order at the start of the project with not to exceed budgets.

The Primary Contractor will prepare a scope of work and cost estimate for the RD Case and submit it to the NJDEP within ten (10) working days of notification as detailed in section 9.3.1.A. The Contractor’s scope of work and cost estimate shall typically address only the Project Review and pre-RD Planning Tasks. Following agreement, a Work Order will be issued to complete this task. Subsequent tasks shall be planned and proposed by the Contractor along with a scope and cost estimate. The project scope of work and cost estimate shall include the following:

1. Project Task Outline.
2. RD project team including subcontractors.
3. Scope of work, and justification why necessary.
4. Schedule detailing when work will be performed.
5. Price proposal to include:
   • Breakdown of hours and cost per task
   • Applicable labor rates
   • Subcontractor costs
   • Other Direct costs
   • Overhead and profit rates

Note: Costs for proposal preparation (scopes of work, cost estimates, meetings with the NJDEP) are not billable to the State. All Salary, Overhead and Profit Rates shall be those presented by the Primary Contractor in their RD Contract Bid. The contractor may be
required to prepare Request for Proposal's and bid certain non professional work, such as surveying, drilling, and analytical services. The contractor will be compensated for bidding subcontracted work if required by the State.

C. Conflict of Interest. The NJDEP will present the Primary Contractor with a list of PRPs for the project. The Contractor shall submit a "Certification of Conflict of Interest" form (Supplement #1), and will notify the NJDEP of any past business relationship, and any past or prospective work or the site. If the Contractor notifies the NJDEP of any such past or prospective relationship or site work, the NJDEP will then determine whether the relationship or work might constitute conflict of interest between the Contractor and the NJDEP’s interest in reimbursement from PRPs for the cost of the site remediation. If the NJDEP determines that any such past or prospective relationship or work might constitute a potential conflict of interest, the NJDEP will disqualify the Primary Contractor for the project, and will award the project to the other Primary Contractor. If the second Primary Contractor is also disqualified for the conflict of interest reasons, then the NJDEP will award the project to the Alternate Contractor, as appropriate under Section 9.3.1.A. Where a Contractor seeks to be disqualified from a project because of prospective work with a PRP or at the site, the Contractor must demonstrate the likelihood and significance of that work for the Contractor. The decision to disqualify a Contractor for a project shall be made within the sole discretion of the NJDEP. If the NJDEP awards a project to a Contractor, the Contractor must undertake that project and abide by the requirements of Section 6.1.12 of this contract to avoid future business relationships with PRPs and future site work, unless specifically approved by the NJDEP.

D. Subsequent to the NJDEP's receipt of the Primary Contractor's scope of work and cost estimate, the NJDEP will review and respond back to the Primary Contractor within ten (10) working days and set a date and time to finalize an agreement (either via telephone and fax, or a meeting as appropriate for the specific RD Case). NJDEP’s response will include:

1. Comments and/or changes to the work and Task Outline, Schedule or deliverables.
2. Review of projected hours, costs, and profit and resultant agreement or recommended changes.

E. The Primary Contractor shall finalize the scope of work and cost estimate within five (5) working days following NJDEP’s response in D above. NJDEP and the Primary Contractor shall attempt to agree on a projected maximum number of hours and a fixed profit amount for each task in accordance with Section 6.10.1.D. In the event this maximum number of hours is exceeded without a change in the Scope of Work, the Contractor shall not be entitled to additional compensation. If the State and the Contractor cannot reach an agreement on the number of hours, the State will establish the maximum number of hours for the task. Hours required above this maximum must be justified in advance by the Primary Contractor and approved in writing by NJDEP prior to any additional work effort. The Primary Contractor will be compensated for the approved extra hours at the appropriate salary rates with no additional profit included.

F. Following NJDEP and the Primary Contractor agreement, a Work Order and a Purchase Order will be issued for work to commence.

G. The State reserves the right to obtain the necessary services outside the Contract.

9.4 MANAGEMENT OF THE CONTRACT

9.4.1 The NJDEP Bureau of Design and Construction (BDC) through its Contract Coordinator (CC) shall perform central administration and management of the contract.
9.4.2 Any engagement of a Contract from this term contract must be arranged and authorized through the CC.

9.4.3 The CC for this contract is:

Robert C. Collier, P.E., Section Chief
Bureau of Design and Construction
Division of Remediation Management and Response
New Jersey Department of Environmental Protection
401 East State Street, CN 413
Trenton, New Jersey 08625-0413