



RICHARD J. CODEY  
Acting Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

**Date:** February 3, 2005

**TO:** All Potential Bidders

**RE:** RFP #: 05-X-37684  
RFP Title: Annual Report Emission Statements-New Jersey Department of Environmental Protection

**a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for automatic rejection of the bid proposal.**

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

| Date                     | Time    | Event  |
|--------------------------|---------|--|
| <b>February 28, 2005</b> | 5:00 PM | <b>Electronic Questions and Answers</b><br>(Refer to <a href="#">RFP Section 1.3.2</a> for more information) |
| <b>March 22, 2005</b>    | 2:00 PM | <b>Bid Submission Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.4</a> for more information)          |

# **ATTENTION VENDORS**

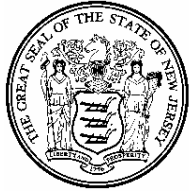
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL

BID NUMBER: 05-X-37684

FOR: ANNUAL REPORT EMISSION  
STATEMENTS – NEW JERSEY  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

TERM CONTRACT #: T-2354  
REQUESTING AGENCY: DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

ESTIMATED AMOUNT: N/A  
CONTRACT EFFECTIVE DATE: TBD  
CONTRACT EXPIRATION DATE: TBD  
COOPERATIVE PURCHASING: NO  
SET ASIDE: SEE RFP SECTION 4.4.1.4

DIRECT QUESTIONS CONCERNING THIS RFP TO:

E-MAIL ADDRESS: Rajendra.Ghai@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON TBD AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0.0  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND ANY THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S).  
PRE-BID CONFERENCE \_\_\_\_\_  
SITE INSPECTION \_\_\_\_\_
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).
- 10) A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE MAY BE SUBMITTED WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).

ADDITIONAL REQUIREMENTS

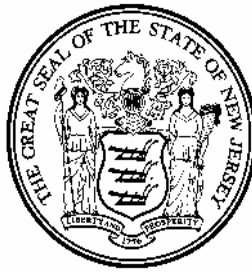
- 12) PERFORMANCE SECURITY: 0.0
- 13) PAYMENT RETENTION 0.0 %
- 14) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 15) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 16) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

TO BE COMPLETED BY BIDDER

- 17) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 18) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET 60 \_\_\_\_\_ DAYS. 19) BIDDER PHONE NO: \_\_\_\_\_
- 20) BIDDER FAX NO. \_\_\_\_\_ 21) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 22) BIDDER FEDERAL ID NO. \_\_\_\_\_ 23) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

|                                  |                  |
|----------------------------------|------------------|
| 24) ORIGINAL SIGNATURE OF BIDDER | 25) NAME OF FIRM |
| 26) PRINT/TYPER NAME AND TITLE   | 27) DATE         |



**Bid Number: 05-X-37684**

**REQUEST FOR PROPOSAL FOR:**

**ANNUAL REPORT EMISSION STATEMENTS FOR THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency  
State of New Jersey  
Department of Environmental Protection  
401 East State Street  
Trenton, New Jersey 08625

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Environmental Protection (NJDEP)

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to perform technical reviews, evaluations and analysis of air emission and inventory data related to the NJDEP annual Emission Statement Program submittals as well as supporting other Division of Air Quality efforts conducted by the NJDEP. All work related to the review of Emission Statement Program submittals under this contract will be conducted at NJDEP, 401 East State Street, Trenton, New Jersey. Other activities, in support of the Division of Air Quality efforts may be conducted at the NJDEP's offices, or at the contractor's location.

The expected products are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

### **1.2 BACKGROUND**

Air Quality Management (AQM), NJDEP, in accordance with provisions of the Federal Clean Air Act (CAA), has established regulations requiring stationary sources (facilities) of air contaminants to prepare and submit air emissions data and related process information in an annual Emission Statement. The Emission Statement specifies the types and quantities of air contaminants from all sources of air emissions at the facility for a given year. The current Emission Statement rule (N.J.A.C. 7:27-21 et seq.) provides for the annual reporting of actual emissions of criteria pollutants, including volatile organic compounds (VOC), oxides of nitrogen (NOx), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), lead (Pb), total suspended particulates (TSP), respirable particulates (PM<sub>10</sub>), fine particulates (PM<sub>2.5</sub>), ammonia, selected toxic air pollutants (TAPs), and greenhouse gases (CO<sub>2</sub> and methane).

AQM is responsible for the review and evaluation of Emission Statement submittals from approximately seven hundred (700) facilities per year. All Emission Statements must be submitted to the NJDEP by May 15th of each year unless an extension is provided by the NJDEP. Due to the limited number of AQM personnel and seasonal nature of the review task, AQM utilizes contractor services to assist in processing the Emission Statement submittals in a timely manner.

After the NJDEP receives and reviews the Emission Statement from the facility, the NJDEP is responsible for the annual submission of the data to the United States Environmental Protection Agency (USEPA), specifically to the USEPA's national database, entitled the National Emission Inventory (NEI). The emission data contained in the Emission Statement also serve as the basis for the calculation of annual emission fees for certain facilities pursuant to Title V of the Clean Air Act. Air emission data gathered by the Emission Statement Program are also used by Division of Air Quality in the development of various emission reduction strategies, in the development of State Implementation Plans, in the analysis and selection of control technologies, in the assessment of the potential air quality impact of new and/or revised emission standards and regulations, and in other technical analysis/review.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: **[Rajendra.Ghai@treas.state.nj.us](mailto:Rajendra.Ghai@treas.state.nj.us)**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer via email. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **February 28, 2005 at 5.00 PM**. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

### 1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

|                         |  |
|-------------------------|--|
| <b><u>DATE:</u></b>     | <b>March 22, 2005</b>  |
| <b><u>TIME:</u></b>     | <b>2:00 PM</b>   |
| <b><u>LOCATION:</u></b> | <b>BID RECEIVING ROOM - 9TH FLOOR<br/>PURCHASE BUREAU<br/>DIVISION OF PURCHASE AND PROPERTY<br/>DEPARTMENT OF THE TREASURY<br/>33 WEST STATE STREET, P.O. BOX 230<br/>TRENTON, NJ 08625-0230</b><br><br><b>Directions to the Purchase Bureau can be found on the following website:</b><br><a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a> |

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 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.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE.**

TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

There are no designated dates for release of addenda. Therefore, interested bidders should check the 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.

#### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

#### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

#### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP and any addenda hereto.

#### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") or the appearance of alteration must be initialed. Failure to do so may preclude an award being made to the bidder.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### 2.1 STANDARD DEFINITIONS

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**All- Inclusive Hourly Rate** – A rate that is all inclusive direct and indirect cost including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative ) support , all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is change in the scope of work.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Fixed Price** - A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

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

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**AP-42 Emission Factors** – An USEPA document that is a compilation of emission factors on many sources for many pollutants. Emission factors are multipliers that are used to calculate the emission of a certain pollutant for a specific source.

**AQM** – Air Quality Management.

**BAQP** – Bureau of Air Quality Planning.

**Carbon Monoxide Season Day** – Carbon monoxide season day is from December 1 of the previous year to February 28 (29 for leap year) of the emission year.

**CO** – Carbon Monoxide.

**Completeness and Reasonableness Review** – Completeness review is to make sure all the required data in the emission statement are provided. Reasonableness review is to make sure that all reported data are within a reasonable range and the methods used for emission determination are valid.

**Criteria Pollutants** – TSP, PM10, PM2.5, NH3, SO2, CO, NOx, VOC's, Pb.

**Customer** – A facility that is required to submit an emission statement.

**Diesel emissions expert** – An individual with high-level expertise in the design and implementation of programs to reduce particulate emissions from the existing and future fleet of mobile heavy-duty diesel engines in New Jersey.

**Direct Measurement Techniques** – Includes continuous emissions monitoring (CEM), stack testing, or other emission measurement taken at the source.

**Emissions Statements** – Annual submittals of information on actual emissions from a facility.

**Emissions Statement Rule** – N.J.A.C. 7:27-21 et. seq.

**Facility Identification Number** – An identification number assigned by the NJDEP to a facility.

**Fugitive Emissions** – Emissions that do not pass through a stack duct or chimney.

**Letters of Non-applicability** – Letter from a facility that requests NJDEP to make a determination on whether or not the facility is subject to N.J.A.C. 7:27-21 which requires the submittal of an emission statement.

**NTIS** – National Technical Information Services.

**NEI** – National Emission Inventory.

**NH3** – Ammonia.

**NJDEP** – New Jersey Department of Environmental Protection. When the contract requires the contractor to submit a report or information to NJDEP it means that the contractor shall deliver that report or information to the NJDEP State Contract manager, unless otherwise specified.

**NJEMS** - New Jersey Environmental Management System. This is the database system NJDEP uses to store the emission data.

**NOx** – Oxides of Nitrogen.

**On-Site** – 401 East State St., Trenton, NJ.

**Off-Site** – Contractor's office.

**On-site Personnel** – Personnel that works at 401 East State St., Trenton, NJ.

**Ozone Season day** – Peak ozone season day is from June 1 to August 31 of emission year.

**Pb** – lead.

**PM10** – Particulate Matter less than 10 micron.

**PM2.5** – Particulate Matter less than 2.5 micron.

**Potential to Emit** – This is the allowable emission limit set by the permit of the source. For grandfathered sources and other sources not requiring a permit, this is the maximum emission for the source if operated 8760 hours per year.

**RADIUS** – Remote Access Data Input User System. This is the software that facilities have to use to submit their emission data.

**RFO** - Regional Field Office of Air Compliance and Enforcement.

**SO2** – Sulfur dioxide.

**Tracking System** – The activity log function of the New Jersey Environmental Management System (NJEMS), a computerized database containing Emission Statements, air permits and other NJDEP data.

**TSP** – Total suspended particulates.

**VOC** – Volatile Organic Compounds.

**USEPA** – United States Environmental Protection Agency

### **3.0 SCOPE OF WORK**

This section describes the tasks for the Emission Statement review function as well as related Division of Air Quality analysis and reporting tasks.

#### **3.1 CONTRACTOR TASKS**

##### **3.1.1 EMISSION STATEMENT REVIEW TASK**

Under the Emission Statement Review Task, the contractor shall be assigned approximately seven hundred (700) Emission Statement submittals each year for review and processing in accordance with specific State and federal guidance. The majority of the Emission Statements are submitted by facilities that are regulated by NJDEP for their air emissions and the submittals are received in "electronic" format using the NJDEP's RADIUS data entry software package. A few of the Emission Statement submittals may be received on paper forms, which are organized in the same format and contain the same information as the "electronic" submittals.

During the Emission Statement review, the contractor shall detect any incomplete or missing data in the Emission Statement submittals, inconsistencies with accepted emission estimation methodologies, significant differences from prior year submittals and calculation errors. The contractor shall perform a "reasonableness" review on the submittal, identify any items that require clarification or supporting documentation, and prepare correspondence requesting such information. In addition, the contractor shall evaluate the compiled data in the NJDEP computer database for quality control purposes and assist in processing the data into an emission inventory.

##### **3.1.2 DIVISION OF AIR QUALITY TASKS**

Under the Division of Air Quality Task, the contractor shall provide assistance to the NJDEP's Division of Air Quality. These Division of Air Quality Tasks are related to the analysis of emission data reported under the Emission Statements Program. Division of Air Quality Tasks include emission trend analysis, identification of emissions for specific source categories, comparison of effectiveness of existing and proposed control equipment and technologies, and other data analyses functions in support of State Implementation Plan development and revisions. Other assignments may include correlation of reported emissions with air quality data, assessment of various regulatory scenarios, air quality modeling, or any other related work within the Division of Air Quality to support the NJDEP air program.

##### **3.1.3 SPECIAL PROJECT TASK**

Under the Special Project Task, the contractor shall assign an individual to provide consultative support of Contractors efforts to develop, evaluate and implement conceptual programs to control particulate emissions from in-use heavy-duty highway and off-road diesel vehicles/equipment. This individual will be termed the "diesel emissions expert" for the purpose of this contract. This diesel emissions expert shall provide high-level expertise and project support in the design and implementation of programs to reduce particulate emissions from the existing and future fleet of mobile heavy-duty diesel engines in New Jersey. Specific duties include but are not limited to generating emission reductions and cost/benefit estimates of retrofit and/or modified fuel options upon different types of fleets; providing written and/or oral expert opinions on the technical feasibility of proposed retrofit and modified fuel options based on prior knowledge and experience; providing analysis on the market availability of various retrofit and fuel options for particulate emissions reductions; and providing expert testimony in a legislative environment.

#### **3.2 IMPLEMENTATION**

The program shall be implemented according to the NJDEP Emission Statement rule, NJDEP Emission Statement guidance documents, USEPA rules and guidance, and other guidance developed and provided by the NJDEP, when necessary. All professional contractor personnel assigned to the project must be familiar with the latest copies of the following reference documents [available on the website indicated]:

- a. Draft Guidance on the Implementation of an Emission Statement Program, USEPA, July 1992. [[www.epa.gov/ttn/chief/publications.html#general](http://www.epa.gov/ttn/chief/publications.html#general)]
- b. New Jersey Administrative Code (N.J.A.C.) 7:27-21 - Emission Statements, [[www.state.nj.us/dep/aqm/Sub21v2003-02-18.pdf](http://www.state.nj.us/dep/aqm/Sub21v2003-02-18.pdf)].
- c. NJDEP, Annual Emission Statement Guidance Document, [[www.state.nj.us/dep/aqm/es/emission.htm](http://www.state.nj.us/dep/aqm/es/emission.htm)].

d. Compilation of Air Pollutant Emission Factors (AP-42), [[www.epa.gov/ttn/chief/ap42/index.html](http://www.epa.gov/ttn/chief/ap42/index.html)]

All data analyses procedures, especially those which relate to how the NJDEP finds data to be unreasonable, must be kept confidential. In addition, some Emission Statement submittals may contain confidential information, and shall be so marked by the facility. The contractor shall keep this information confidential. These materials shall be handled only by NJDEP staff and stored in accordance with established Department of Environmental Protection policy.

All work related to the Emission Statement Review Task shall be done at the AQM offices located at 401 E. State Street, Trenton, NJ 08625. No Emission Statement data, submittals, mailing lists, reports, spreadsheets, databases, correspondence, manuals or other documents may be duplicated (unless authorized by AQM staff). In no circumstances may any of these materials be removed from the AQM offices.

For the Emission Statement Review Task, the NJDEP will be responsible for any costs associated with the general, first class or certified mail letters and documents to be sent to facilities, and telephone or usage as part of this contract.

Activities related to the Division of Air Quality Tasks, such as analysis of air quality data, evaluation emission source categories, and feasibility of air pollution control strategies in support of SIP development or rule revisions, may (with NJDEP approval) be conducted offsite at the contractor's offices.

Due to the nature of the Special Project Task, the activities for this task may be conducted at one of NJDEP's offices, one of the contractor's offices (including the home office of the personnel), or at various locations in New Jersey for legislative hearings or other meetings; location for the task will be determined by NJDEP at the time of the task. Traveling expense for the Special Project Task only will be reimbursed with proper documentation in accordance with State travel policies and rates.

As this contract is closely related to funding, the contractor shall immediately notify the NJDEP State Contract Manager, in writing, when eighty (80) percent of the funds, for a given purchase order, have been exhausted.

The contractor shall stop work when ninety (90) percent of the funds, for a given purchase order, have been exhausted and shall continue work only upon receiving written approval from the NJDEP State Contract Manager to perform work utilizing the remaining 10% of the balance of funds left in a purchase order or upon the issuance of an additional purchase order.

### **3.3 CONTRACTOR PERSONNEL**

The contractor personnel levels described below are the typical professional levels required to accomplish the work described in the RFP. These personnel levels are the levels of education and experience required by the State to perform the work described in this RFP.

References below to the contractor's personnel refer only to on-site personnel, unless specifically noted otherwise.

#### **3.3.1 PROFESSIONAL LEVEL STAFF – EMISSION STATEMENT REVIEW TASK**

A. Level 1 Personnel - The contractor should have one (1) Level 1 person available for on-site project management and assistance with performance of this contract when other professional level persons are on-site. The NJDEP shall determine the need for a Level 1 professional person to be on-site subject to staff and budgetary considerations.

This Level 1 individual shall be the contractor's project leader/manager. This individual shall be the on-site individual responsible for ensuring that all tasks of the contract are completed in a satisfactory and timely manner. This individual shall supervise on-site personnel and help accomplish the functions of the contract in a timely and satisfactory manner.

B. Level 2 Personnel - This level of contractor professional personnel shall have a level of scientific and engineering knowledge to adequately answer questions on a variety of air pollution sources and facilities, emission estimation methodologies and Emission Statement reporting format and procedures. In addition, the contractor's Level 2 personnel shall be experienced in data evaluation and analysis and be capable of working independently and accomplishing the functions of the contract with minimal NJDEP staff supervision. This person shall work on-site at 401 East State St., Trenton, NJ.

Typical duties include answering the telephone help line, responding to questions from the public, calculating or estimating air pollution emissions, reviewing Emission Statement submittals, tracking the number of calls received, reviews completed, and letters sent, and preparing and processing "issues" letters, and other correspondence related to the Emission Statement Program.

- C. Level 3 Personnel - The contractor's Professional Level 3 staff shall have a level of scientific and engineering knowledge to adequately answer questions on a variety of air pollution sources and facilities, emission estimation methodologies and Emission Statement reporting format and procedures, and perform data analysis. This person shall work on-site at 401 East State St., Trenton, NJ.

All contractor professional personnel Levels 1, 2, and 3, must provide technical assistance and support to facilities with Emission Statement questions and problems by possessing the knowledge and experience of a variety of types of equipment, chemical and industrial processes and air pollution control devices. In addition, these personnel must have a working knowledge of computer database systems and be able to access and evaluate Emission Statements on the RADIUS software when necessary.

### **3.3.2 PROFESSIONAL LEVEL STAFF – DIVISION OF AIR QUALITY TASKS**

- A. Level 1 Personnel - The contractor should have one (1) Level 1 person available for on-site project management and assistance with performance of this contract when other professional level persons are on-site. The NJDEP shall determine the need for a Level 1 professional person to be on-site subject to staff and budgetary considerations. This person may be the same Level 1 Personnel for the Emission Statement Review Task.

This Level 1 individual shall be the contractor's project leader/manager. This individual shall be the on-site individual responsible for ensuring that all tasks of the contract are completed in a satisfactory and timely manner. This individual shall supervise any on-site personnel, coordinate the work product of the contractor's personnel and help accomplish the functions of the contract in a timely and satisfactory manner.

- B. Level 2 Personnel - This level of contractor professional shall have scientific and engineering knowledge to adequately research various air pollution sources and control measures, and calculate emission benefits and conduct cost/benefit analyses for potential emission reduction strategies. In addition, this contractor's professional shall work independently and accomplish the functions of the contract with minimal NJDEP staff supervision. This person may work off-site at the contractor's office.

Typical duties include researching potential emission reduction strategies, conducting cost/benefit analyses, calculating or estimating air pollution emissions from all source sectors (point, area, onroad and nonroad mobile), writing clear and concise documentation for State Implementation Plan (SIP) submittal, and assisting in the coordination of SIP submittals.

- C. Level 3 Personnel - This contractor professional shall have a level of scientific and engineering knowledge to adequately research various air pollution sources and control measures, and calculate emission benefits and conduct cost/benefit analyses for potential emission reduction strategies. This person may work off-site at the contractor's office.

### **3.3.3 PROFESSIONAL LEVEL STAFF – SPECIAL PROJECT TASKS**

The diesel emissions expert shall have a background in engineering design of methods to reduce exhaust emissions from diesel-powered motor vehicles, the knowledge of the chemical processes that occur in modern exhaust retrofit devices such as catalyzed diesel particulate filters and oxidation catalysts, and an understanding of the market availability of modified or alternative diesel fuels and exhaust retrofit technologies in New Jersey. This person shall also have published technical papers or reports on vehicle emissions control and have had experience in providing expert testimony of motor vehicle exhaust emission related issues in a public forum. See Section 3.1.3

### **3.3.4 REQUIREMENTS OF ALL CONTRACTOR PERSONNEL**

All contractor professional personnel Levels 1, 2, and 3 should also be familiar and proficient with Microsoft Access, Word, Excel, PowerPoint and Novell WordPerfect computer programs. "Familiar and proficient" is intended to mean the ability to use the above named software, without further training and/or instruction.

All contractor personnel working on this contract must effectively communicate ideas and thoughts, both orally and in writing, in proper, grammatically correct English language.

### 3.4 ANTICIPATED STAFF AND HOURS

Annual workload and hourly statistics used in this RFP are based upon the performance of a prior contract over the past five (5) years and a projection of maximum anticipated needs. The statistics used here are expected to be maximum volumes. The following levels of contractor staff shall be provided for the time periods indicated as well as for the Emission Statement review task. There may be times when only a single professional level staff person is on-site.

- A. One (1) Level 1 person may be required to be on-site during the performance of the contract; especially during the time period from April through September. The workload of the Level 1 person is expected to be a maximum of four-hundred sixteen (416) hours per year.
- B. The contractor shall provide the services of one (1) Level 2 person who is expected to be on-site full-time from approximately May through October (1040 hours) on Emission Statement review task. The contractor may be required to provide the service of a second Level 2 person to perform Division of Air Quality Tasks for one thousand forty (1040) hours per year. Therefore, this contract requires the contractor to provide one full time Level 2 staff person on-site and a second Level 2 person off-site for up to a total of two-thousand-eighty (2080) hours. The contractor shall provide staff as needed.
- C. The contractor shall provide the services of one (1) Level 3 person who shall be on-site full time from approximately May through October (1040 hours) for Emission Statement review; this Level 3 person shall be available on-site within one week of a request by the NJDEP. The contractor may be required to provide the service of a second Level 3 person to perform Division of Air Quality Tasks for one-thousand- five-hundred sixty (1560) hours. Therefore, the contractor shall provide 1 full time Level 3 staff person on-site and a second Level 3 person off-site for up to a total of two-thousand-six hundred (2600) hours per year. The contractor shall provide staff as needed.
- D. The contractor shall provide the services of one (1) diesel emissions expert for on-site or off-site work. This diesel emissions expert will be needed for a total of five hundred twenty (520) hours. NJDEP will notify the contractor when this diesel emissions expert is needed. The contractor shall provide staff as needed.

#### 3.4.1 ON-SITE WORK LOCATION

All work performed under this contract for Emission Statement review task shall be performed in the NJDEP offices located at 401 East State Street, Trenton, NJ, or any other location if the office moves during the time of the contract in the greater Trenton area. Travel time to and from the work location shall not be considered billable work and shall be considered overhead. No work shall be performed at another location. All references to “on-site” in this contract mean the NJDEP office location noted above.

#### 3.4.2 OFF-SITE WORK LOCATION

All references to “off-site” in this contract for Division of Air Quality tasks mean the Contractor’s own office. For the Special Project task, “off-site” mean the office of the diesel emissions expert or any other venue that NJDEP requests this person to be at.

### 3.5 GOALS AND REPORTING

The contractor shall conform to performance goal specifications and reporting requirements intended to bring all Emission Statement submittals to closure in a timely and efficient manner. Closure occurs when the emission statement is ready for upload to the NEI database and has passed all completeness and administrative checks. The upload shall be performed by State employees. The contractor shall not upload this data. Goals are identified throughout the functions below and are specifically outlined in RFP Section 3.8.9 Function IX Performance Standards and Goals as well as at RFP Section 3.11 Summary of Deliverables.

The contractor shall conform to performance goal specifications intended to support of State Implementation Plan development and revisions. Closure occurs when deliverables are provided to NJDEP as stated in Section 3.11 below.

The contractor performance shall conform to specific goal specifications which are intended to support the efforts to develop, evaluate and implement conceptual programs to control particulate emissions from in-use heavy-duty highway and off-road diesel vehicles/equipment. Closure occurs when the diesel emissions expert has completed all the required tasks, including deliverables and non-deliverables.

### **3.6 TRAINING PROVIDED BY THE NJDEP**

All contractor's on-site professional staff shall be familiar and well versed in the usage of the latest version of AP-42 and the USEPA's emissions inventory improvement program. Information on the USEPA's emission inventory program and AP-42 is available from NTIS at (703) 487-4650 or through the USEPA's bulletin board or through the Internet at the USEPA's Web page (<http://www.epa.gov/ttn/chief>). It should be clearly understood that the NJDEP shall not provide additional training or funding of training for the contractor or the contractor's staff, other than that described below. There shall be no training for the Division of Air Quality tasks and for the Special Project task.

The NJDEP will provide a maximum of one (1) first-day training session for all on-site professional level contractor personnel for the Emission Statement review task. This training will consist of the use of the NJDEP computer database, completeness and administrative checking, software, and the NJDEP tracking system. This training will be given by NJDEP personnel. The training will be given once to each contractor personnel performing the task. After the first-day training, contractor personnel will then learn from on-the-job training, by performing the task and asking NJDEP personnel(s) questions when one arises. Contractor staff attending training shall be paid at normal hourly rates.

### **3.7 SCOPE OF WORK FUNCTIONS OF THE CONTRACTOR**

#### **3.7.1 CONCURRENT WORK**

The contractor should be aware that, at the sole discretion of the NJDEP, the performance of all functions of this contract may be performed concurrently by on-site contractor personnel. For example, the professional level persons on-site to answer telephone calls shall be reviewing emission statements for completeness or reviewing requests of non-applicability when not answering telephone calls.

#### **3.7.2 WORK FLOW**

The NJDEP reserves the right to determine which functions will be performed by contractor on-site personnel based upon the demand for services from the public and will request additional resources from the contractor to meet the demand or those services. For example, if the on-site contractor staff cannot effectively be kept busy for an eight (8) hour day responding to public telephone calls, the contractor's staff shall then be performing the completeness or non applicability functions of this contract. Conversely, if the contractor's on-site staff cannot effectively respond to a large volume of telephone calls, then the NJDEP will determine if additional resources are needed to deal with the number of telephone calls and will decide to postpone the contractor's review of letters of non-applicability. Additional on-site contractor support may then need to be provided to continue the work of the contract. However, at no time is it anticipated that more than five (5) professional staff will be needed on-site at any one time over the course of this contract.

#### **3.7.3 DEMAND FOR SERVICES**

It is the intent of this contract to pay for personnel on an hourly basis. Therefore, the scheduling of staff to work at NJDEP's on-site location is critical to the effective use of staff time and the conservative expenditure of funds under this contract. Upon verbal request from the NJDEP, the contractor shall provide support and/or additional support to handle the workload according to the following schedule:

The NJDEP will communicate to the contractor on the need for additional personnel support as early as possible to ensure the proper flow of work. The determination on the need for additional personnel support will be at the sole discretion of the NJDEP. It is intent to provide the contractor with notice of the need for additional support personnel one (1) calendar week in advance for levels 1,2,3 professional support and the diesel emissions expert.

If there is a lack of demand or services or if work cannot be efficiently performed by contractor's on-site personnel for any reason, (e.g. data have not been entered, which prevents the running of computer completeness checks), the NJDEP will give one (1) week verbal notice to the contractor that all or part of the on-site personnel are not needed at the end of that week. The NJDEP State Contract Manager will attempt to schedule in advance with the contractor a date for personnel to return to work. This situation may occur more than once during the course of the calendar year or contract.

At the discretion of the NJDEP, if a return date cannot be scheduled in advance, the NJDEP will give written notice to the contractor that on-site personnel are required to return to the NJDEP on-site location within the time frames noted above.

### **3.8 LIST OF FUNCTIONS**

The following services shall be provided by the contractor:

### **3.8.1 FUNCTION I: PROVIDE TECHNICAL ASSISTANCE AND SUPPORT**

The contractor shall provide technical assistance and support to facilities with Emission Statement questions and problems. This assistance is generally provided over the telephone. The contractor's personnel may also need to provide assistance to facilities that are having trouble with the RADIUS (Remote Access Data Input User System) computer data entry system, which is the electronic filing aspect of this program.

- A. The contractor shall staff the help desk at NJDEP offices within the performance goal specifications as per Function IX below.
- B. The contractor shall respond to facility telephone calls and e-mail within one business day of receipt.
  - 1. The contractor shall provide general assistance to facilities on the correct method, i.e. format and procedures, for filling out the Emission Statement forms/ submittals. It is anticipated that persons from the facilities will call the Emission Statement Program with technical or programmatic questions on how to complete the Emission Statements and the contractor shall answer those questions. Example questions from previous years that can be expected by on-site personnel include the following:
    - a. Why is my facility subject to the Emission Statement reporting rule?
    - b. On which RADIUS screens/ forms do I report my operation?
    - c. How do I report the combustion of two fuels in my boiler?
    - d. What is the deadline for submitting an Emission Statement and how do I get an extension?
    - e. Who needs to sign the certification form?
    - f. What methodology do I use to calculate fugitive emissions?
    - g. AP-42 emission factors are not reflective of my operation. What reporting methodology do I use to calculate my emissions?
    - h. What does ozone season day and carbon monoxide season day mean?
    - i. To where do I mail my Emission Statement?
    - j. I am having trouble filing my Emission Statement electronically using RADIUS. Can you help?
  - 2. The contractor shall provide technical guidance to facilities in accordance with New Jersey's Emission Statement rule, NJDEP workshop material, Emission Statement guidance document, and the questions and answers from each workshop.
- C. The contractor shall use an electronic database to log incoming questions and outgoing responses. The contractor shall insert the information as contained on this screen. The contractor shall categorize the questions and organize the database by those categories. The database includes a feature to track repeated questions from a given facility.
- D. Based upon C, above, the contractor shall print a hard copy report and place the paper copy in the facility file. Such documentation shall include a synopsis of the conversation and the name and identification number of the facility and the person calling from the facility.
- E. The contractor shall refer to the database or hardcopy files when answering questions by telephone from a facility. The database or hardcopy file can be used as a guide to provide consistent answers and to prevent the caller from asking a question repeatedly to search for an answer he/she wishes to get.

### **3.8.2. FUNCTION II: PROCESS DOCUMENTS RETURNED TO THE NJDEP (INCLUDING DISKETTES)**

## CONTAINING DATA.

The contractor can expect that it shall take twenty (20) minutes per Emission Statement to open each submittal envelope, check for the proper certification form, track the receipt of the Emission Statement or letter of non applicability on the computer system, and prepare a follow up letter. Material shall be systematically filed.

- A. The contractor shall open the returned emission statement within the performance goal specifications in accordance with Function IX below.
- B. The contractor shall confirm that a certification form is included with the returned Emission Statement and is properly signed in two places and by the responsible facility official. If the certification form is not included, the contractor shall return the emission statement to the facility with an appropriate cover letter to be provided by the NJDEP.
  - 1. The contractor shall enter the Emission Statement returned without a certification form in the tracking system by the date received, and shall indicate that the Emission Statement was not properly certified.
  - 2. The contractor shall enter the date that the returned Emission Statement was received with a properly signed certification form in the tracking system by the date received, and shall indicate that the Emission Statement was properly certified.
  - 3. The contractor shall hand-stamp the returned Emission Statement with the date received by the NJDEP, and file this hardcopy Emission Statement in the appropriate file cabinets by facility identification number.

Assistance from the contractor may be required to implement, modify, or develop the computer design, transmittal tools, or reports for the electronic submittal program designed by the NJDEP. At its discretion, the NJDEP may use NJDEP staff to perform this function.

### 3.8.3 FUNCTION III: ENTRY OF EMISSION STATEMENT DATA

- A. It is expected that five (5) completed Emission Statements will be received by the NJDEP on paper forms each year. It is expected that all other Emission Statements will be submitted electronically. Emission Statements are sent by the regulated facilities to the NJDEP on April 15th of each year. While the size of the Emission Statement varies with each facility, the average number of pollution sources for each facility is 34 with the total number of sources for all facilities being about 30,600. The average number of reporting forms per Emission Statement per facility is sixty (60). It is estimated that it will take an average of five (5) hours to enter each paper Emission Statement into the RADIUS computer data entry system.
- B. Given the progress in implementing the RADIUS computer data entry system, it is expected that the majority of the Emission Statements will be submitted electronically. The number of paper forms submittals may vary from that described in item A, above, but the complexity of the review and data entry will be similar.
- C. The contractor shall enter the Emission Statement data for each facility into DEP's Environmental Management System (NJEMS) database within the performance goal specifications in paragraph A, above. These data shall be entered into the NJEMS database using the RADIUS data entry program. Data entry personnel will enter the data from the paper forms into RADIUS program and create a submittal diskette. This diskette is then "imported" into the NJEMS database, the same as an electronic submittal. The NJDEP will provide on-site contractor personnel, a complete package of computer hardware and software for all on-site personnel and will give access to the NJDEP's database.

### 3.8.4 FUNCTION IV: CONTACT FACILITIES TO REQUEST MISSING DATA OR TO CORRECT/CLARIFY PREVIOUSLY SUBMITTED DATA

The contractor shall not take more than three (3) hours to review the average Emission Statement for completeness and reasonableness to ensure that correct information is incorporated into the NJDEP database.

- A. After the contractor enters data from the Emission Statement into the NJEMS system, the computer will perform an automatic administrative check routine for incomplete or unreasonable items and will produce a list of these items. The contractor shall review the computer generated list of incomplete or unreasonable items within the performance goal specifications in accordance with RFP Section 3.8.8, Function VIII.

- B. The contractor shall review the administrative report to find data that fall outside of a prescribed range for reasonable information. An additional report to be used in Emission Statement review will be supplied by NJDEP personnel. The contractor shall also review the entire Emission Statement, using its personal scientific and engineering knowledge of processes and industries; to determine if the listing of equipment and emissions data provided is accurate and complete, given the nature and type of process being reported. Air permit information available on NJEMS may be used to facilitate the review. Based on this review, a letter may be prepared by the contractor for the State Contract Manager's (NJDEP) signature using Microsoft Word processing software in NJEMS. The contractor may need to review questions asked in past years to determine if a question was asked in a prior year and if that response was adequate before preparing another letter to the facility.
- C. For paper forms, the contractor shall compare this computer-generated list to the original hardcopy of the Emission Statement forms and to the data entered into the NJDEP's Emission Statement database. Any data entry mistakes, obvious errors, administrative oversights or correctable errors shall be corrected, within NJDEP criteria for correction, on the networked computer database in an attempt to make the Emission Statement complete. The contractor shall regenerate a completeness report and repeat the completeness check until a true list of incomplete items is obtained or until the Emission Statement is found complete.
- D. The contractor shall log the need to request incomplete items from a facility in the NJDEP's computer tracking system or shall record when an Emission Statement is found complete into the NJDEP's completeness tracking system.
- E. The contractor shall contact facilities and request incomplete items be completed within three (3) weeks of receipt of an Emission Statement from a facility. If the incomplete item is of an administrative nature (not related to a change in the facility's emissions), the request may be made orally by telephone. If the incomplete item is complicated, lengthy, or related to a change in the facility's emissions, the request must be documented in writing to the facility and a standard form letter (personalized with name, address, and facility ID number) generated. The standard form letter shall be created for the signature of an appropriate NJDEP official. This letter may be sent by general mail.
- F. The contractor shall document in a computer database, all contact with a facility official, including both oral and written communications.
- G. The contractor shall log all requests that are awaiting the facility's response in the computer tracking system by recording the date that the facility is to respond and by running periodic reports of those facilities that have not responded.
- H. The contractor shall prepare for the NJDEP a reminder letter to be sent to facilities that have requests for missing data greater than thirty (30) calendar days old.

**Note:** If an Emission Statement is from a facility that is a past or current client of the contractor, the contractor shall give it to NJDEP personnel for review. This will prevent any conflict of interest (see section 4.4.3.7 of this RFP).

### 3.8.5 FUNCTION VI: COMPUTE FACILITY EMISSIONS AND/OR ACKNOWLEDGE RECEIPT OF AN EMISSION STATEMENT OR DOCUMENT

The contractor should expect that seven hundred (700) completed Emission Statements will be submitted by facilities. The NJDEP may send to each facility, a letter stating the type and amount of emissions as reported by the facility or acknowledge receipt of the Emission Statement by email. The contractor shall prepare these letters but will not send the acknowledgement letter or email. State employees will do this. It is expected that it will take an average of fifteen (15) minutes per facility to prepare the data on emissions, prepare a cover letter and print and prepare the envelope for mailing.

- A. Using the NJDEP computer system, the contractor shall compute the emissions for each facility and shall print a related report based upon these computations.

### 3.8.6 FUNCTION VI: INTERNAL TRACKING REPORTS

The internal tracking report must be prepared by the contractor and provided to the State Contract Manager at least on a weekly basis. It should take the contractor less than one (1) hour per week to run this report.

- A. The contractor shall use an NJDEP computer program/report, if possible, to prepare an internal tracking report on a weekly basis. A typical report should contain the following information:
1. Number of facilities that have returned Emission Statement forms to the NJDEP:
    - a. Number of facilities for which a certification form was not included or properly signed.
    - b. Number of facilities for which a certification form was included and properly signed.
  2. Number of facilities for which data have been completely entered and the number in the process of having data entered.
  3. Number of facilities awaiting a request for additional information to make the Emission Statement complete.
  4. Number of facilities for which requests for information are pending:
    - a. Number of facilities for which a request for additional information is greater than thirty (30) days old.
    - b. Number of facilities that have responded to the request for additional information.
  5. Number of facilities not returning a completed, certified Emission Statement.
  6. Number of facilities removed from the Emission Statement Program:
    - a. The number of facilities requesting removal from the Emission Statement Program
    - b. The number of facilities reviewed for the accuracy of their non-applicability claim to be removed from the program and the status of that review (i.e. Pending, Denied, or Approved).
  7. The number of telephone calls of facilities requesting assistance, the number of telephone calls answered by the contractor, and the number of telephone calls waiting to be answered by the contractor.
  8. Other reports of a similar nature, to be developed by the NJDEP or contractor and as needed and requested by the NJDEP.

### **3.8.7 FUNCTION VII: PROVIDE ASSISTANCE TO THE DIVISION OF AIR QUALITY & SPECIAL PROJECTS**

- A. The contractor shall prepare lists of non-responders by a date established by the NJDEP, usually between July 1st and August 31st of each year, using the NJDEP's tracking system and shall submit the list to the NJDEP, Bureau of Air Quality Planning under the Division of Air Quality.
1. The list shall include the facility name, plant location, mailing address and the plant identification number of those not responding.
  2. The contractor shall compare the names on this list to the hard copy Emission Statements on file to ensure that the list is accurate. The NJDEP's tracking system shall also be updated based upon this quality assurance check.
- B. The contractor shall use an NJDEP supplied computer program, if available, to generate a report that identifies facilities proposed for audit by the enforcement element or the Bureau of Air Quality Planning under the Division of Air Quality.
1. Data identified by computer programs that appear to be unreasonable shall be verified by the contractor by searching for data entry errors and for an indication from the Emission Statement or other documentation that the data are unreasonable.
  2. The contractor shall prepare a list of identified facilities for audit, based upon NJDEP supplied criteria, and submit to the NJDEP a list of those facilities.
- C. The contractor shall provide computer support. Support includes the ability to program, generate reports or compile data in Microsoft Access, Foxpro, Microsoft Word, WordPerfect, Excel, Oracle, and PowerPoint. The computer

support staff shall work with NJEMS and RADIUS programs as the electronic submission of Emission Statements progresses. It may be required that the computer support personnel create reports using Powerbuilder software and Oracle databases. The contractor shall prepare tables and charts, set-up and perform mail merges, develop screens to enter data, and develop procedures to prepare and print reports.

- D. The contractor shall research potential emission reduction strategies, conducting cost/benefit analyses, calculating or estimating air pollution emissions from all source sectors (point, area, onroad and nonroad mobile), writing clear and concise documentation for State Implementation Plan (SIP) submittal, and assisting in the coordination of SIP submittals.
- E. The contractor shall support NJDEP efforts to develop, evaluate and implement conceptual programs to control particulate emissions from in-use heavy-duty highway and off-road diesel vehicles / equipment.
- F. The contractor shall support any other air quality related programs under the Division of Air Quality.

### **3.8.8 FUNCTION VIII: PERFORMANCE STANDARDS AND GOALS**

- A. The standard procedures and flow of work through the Department of Environmental Protection for the Emission Statement review, Division of Air Quality, and Special Project functions that are expected to be met over the period of this contract are outlined in 3.0, Scope of Work, and are described in additional detail in RFP Section 3.8, List of Functions.
- B. The contractor shall provide performance goal tracking reports for the following functions. These reports shall show the amount of work spent on the function, the expected amount of work to be done on the function (or the backlog) and the average amount of time necessary to complete the function as compared to the performance goal specifications below.

The contractor shall:

1. Staff the help desk at NJDEP for five (5) workdays per week from 9:00 a.m. to 4:00 p.m. beginning on or about May 1 and ending on the last day of on-site work, of each calendar year, excluding State holidays.
2. Respond to an average of twenty-five (25) customer telephone calls within one (1) day of receipt.
3. The contractor shall periodically check a voice mail answering system and an e-mail system daily. Responses to these messages shall be provided within twenty-four (24) hours of receipt.
4. Open all returned Emission Statements within one (1) day of receipt, even when a large number of documents are returned within a short period of time.
5. Immediately upon the NJDEP's receipt, stamp all returned Emission Statements with the date received.
6. Complete data entry within three to five (3-5) days of receipt of the Emission Statement.
7. Contact the facility and request incomplete items, or to clarify data that appears unreasonable, within two (2) weeks of receipt of the Emission Statement.
8. Review all requests of non-applicability from facilities within one (1) month of their receipt.
9. Create periodic reports, as requested, of suggested improvements to the guidance documents or processes of the NJDEP with a goal to improve the quality and quantity of the work performed under this contract. This may include analysis for SIP development.
10. Perform all requested duties for the Special Project by the diesel emissions expert.

### **3.8.9 FUNCTION IX: OTHER ASSISTANCE**

The contractor shall provide any other assistance, as needed, to properly conduct and operate the Emission Statement Program, provide data evaluation, trend analysis, support regulatory and departmental planning efforts or any other related Division of Air Quality activities upon request by the NJDEP in a timely fashion. The NJDEP will decide at its sole discretion, when and if, this assistance is needed, the most appropriate level of personnel required, and the level of effort to be expended by the contractor to provide this assistance.

For example, if a professional is used to perform functions related to the operation of the Emission Statement Program which do not require the experience of the Level 1 and 2 personnel, then a Level 3 person will be requested by the NJDEP. Similarly, other on-site personnel will be expected to perform functions related, but not specifically listed, to the operation of the Emission Statement Program, at any time as the workload demands.

### **3.10 REPORTING REQUIREMENTS**

- A. The contractor shall submit monthly progress reports that summarize the overall progress and shall describe each function or logical segment of work on which effort was expended during the month. Any problems, technical or administrative, that have developed shall be made known to the State Contract Manager immediately. These problems shall also be listed in the monthly progress reports and will continue to be listed until resolved. The report shall include a section showing cost and staff hours expended during the preceding month, cumulative costs and staff hours expended to date, and projected expenditures and staff hours at completion. Each report shall be submitted on or before the tenth (10th) day of the month following the end of the reporting month.
- B. During the peak period of performance of this contract, the contractor shall inform the State Contract Manager immediately of any problem that may impede performance, along with any corrective actions needed for the NJDEP to solve the problem.
- C. The contractor shall immediately notify the State Contract Manager, in writing, when eighty (80%) percent of the funds of an outstanding purchase order have been exhausted. The contractor shall stop when ninety percent (90%) of the funds of the outstanding purchase order have been exhausted and shall continue work only upon receiving written approval from the State Contract Manager.
- D. The contractor shall submit a draft final report to the State Contract Manager within thirty (30) days following completion of the technical effort each year. NJDEP approval or disapproval of the draft report will be accomplished within thirty (30) days following receipt of the report. The contractor shall resubmit disapproved sections after correction unless otherwise directed by the State Contract Manager.
- E. The contractor shall deliver all reports according to the report distribution list noted below.
- F. The contractor shall present, at a site chosen by the NJDEP, informal briefings on and review of all work performed under this work assignment.
- G. The contractor shall deliver all reports to the NJDEP on an IBM personal computer (PC) compatible diskette (preferably 3.5-inch high density). Reports shall be submitted in the latest or current version of Microsoft Word format, if available, or otherwise in standard ASCII format.

**3.11 REPORT DISTRIBUTION LIST**

Reports listed above, and/or elsewhere in this RFP, are to be distributed to the following:

NJDEP State Contract Manager

- Name:
- Address:
- Phone:
- Fax:
- Email Address:

In addition, the contractor shall deliver reports to the following individuals:

- Chief, NJDEP, Bureau of Air Quality Planning
- Supervisor, NJDEP Contract Officer, Bureau of Air Quality Planning

No other copies of reports are required under this contract unless otherwise specified by NJDEP over the term of the contract. All reports will be generated using NJDEP resources and the contractor's personnel time as required.

**3.12 SUMMARY OF DELIVERABLES REQUIRED BY THE NJDEP**

| <u>Section</u> | <u>Deliverable</u>  | <u>Due Date</u> |
|----------------|---|-----------------|
| 3.8.1-C        | Database- Incoming Questions  | Daily/Ongoing   |
| 3.8.1-D        | Question & Answer Printout  | Daily/Ongoing   |
| 3.8.3-B-1      | Database- logged emission statements<br>Returned with and without properly<br>Signed certification form | Daily/Ongoing   |

|           |   |   |
|-----------|---|---|
| 3.8.5-A   | Completeness and Reasonableness Reports                             | Daily/Ongoing   |
| 3.8.5-G   | Database - facilities not responding                                | Daily/Ongoing   |
| 3.8.5-P   | Prepare reminder letters  | Daily/Ongoing   |
| 3.8.6-A   | Report(s) - Computed emissions                                      | Daily/Ongoing   |
| 3.8.7     | Report weekly   | Weekly  |
| 3.8.8     | List of Non-responders  | As Requested  |
| 3.8.8-B-2 | List of Facilities identified for audit                             | As Requested  |
| 3.8.8-D   | Reports – Division of Air Quality                                   | As Requested  |
| 3.8.8-E   | Reports – Special Project   | As Requested  |
| 3.8.9-B   | Report - Performance goal tracking                                  | As Requested  |
| 3.8.9-B-9 | Report - Suggested improvements to guidance documents and work flow | As Requested  |
| 3.9-A     | Report--contractor's Progress                                       | By the 10th of each month                               |
| 3.9-D     | Report - Draft finalized  | Within 30 days following completion of the on site work |

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME. All of this information is set forth at the top of the RFP cover sheet (page 3 of the RFP).**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit seven (7) full, complete, and exact copies of the original proposal and two (2) full, complete, printable and exact ELECTRONIC copies of the original proposal on compact disk (CD). The copies of the bid proposal on CD must in PDF file format to be viewable and printable by State evaluators using Adobe Acrobat Reader software. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

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

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

| TAB | CONTENTS                                       | RFP SECTION REFERENCE                                      | COMMENTS   |
|-----|--|--|--|
| 1   | Forms  | <a href="#">Cover sheet</a>                                | Completed and signed cover sheet (Page 3 of this RFP)  |
|     |  | <a href="#">4.4.1.1</a>                                    | Ownership Disclosure Form ( <a href="#">Attachment 1</a> )   |
|     |  | <a href="#">4.4.1.2</a>                                    | MacBride Principles Certification ( <a href="#">Attachment 2</a> )   |
|     |  | <a href="#">4.4.1.3</a>                                    | Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> ) |
|     |  | <a href="#">4.4.1.4</a>                                    | Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )                     |
|     |  | <a href="#">1.1 of the Standard Terms &amp; Conditions</a> | Business Registration from Division of Revenue   |
|     |  | <a href="#">4.4.1.7</a>                                    | Bid Bond   |
| 2   | Technical Proposal                             | <a href="#">4.4.2.1</a>                                    | Management Overview  |
|     |  | <a href="#">4.4.2.2</a>                                    | Contract Management  |
|     |  | <a href="#">4.4.2.3</a>                                    | Contract Schedule  |
|     |  | <a href="#">4.4.2.4</a>                                    | Mobilization and Implementation Plan   |
|     |  | <a href="#">4.4.2.5</a>                                    | Potential Problems   |
| 3   | Organizational Support and Experience Proposal | <a href="#">4.4.3.1</a>                                    | Location   |
|     |  | <a href="#">4.4.3.2</a>                                    | Organization Chart (Contract Specific)   |
|     |  | <a href="#">4.4.3.3</a>                                    | Resumes  |
|     |  | <a href="#">4.4.3.4</a>                                    | Backup Staff   |
|     |  | <a href="#">4.4.3.5</a>                                    | Organization Chart (Entire Firm)   |
|     |  | <a href="#">4.4.3.6</a>                                    | Experience of Bidder on Contracts of Similar Size and Scope  |
|     |  | <a href="#">4.4.3.7</a>                                    | Financial Capability of the Bidder   |
|     |  | <a href="#">4.4.3.8</a>                                    | Subcontractor(s)   |
| 4   | Cost Proposal                                  | <a href="#">4.4.4</a>                                      | Price Schedules ( <a href="#">Attachment 5</a> )   |

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 COVER SHEET

The bidder shall complete and submit the cover sheet. The cover sheet is provided on page 3 of this RFP.

##### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.3 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.4 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

#### 4.4.1.5 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.6 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP and Appendix 3 for more details concerning this requirement.

#### 4.4.1.7 SET ASIDE CONTRACTS

Not applicable to this procurement.

#### 4.4.1.8 BID BOND

Not applicable to this procurement.

#### 4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

##### 4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

#### **4.4.2.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### **4.4.2.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule to indicate his capabilities to provide the staff in the timeframe specified in the contract schedule May through November. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

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

#### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN**

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of indicating his capabilities to mobilize staff annually from May to November.

#### **4.4.2.5 POTENTIAL PROBLEMS**

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

### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

#### **4.4.3.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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

#### **4.4.3.3 RESUMES**

All personnel that fill positions specific in section 3.3.1, 3.3.2. and 3.3.3. must be identified and a resume provided. Detailed resumes should also be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

- Clearly identify the Individuals qualifications for the position.

#### 4.4.3.4 BACKUP STAFF

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

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

#### 4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### 4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

#### 4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### 4.4.3.8 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.4 SECTION 4 - PRICE PROPOSAL**

The price schedule is attached to this RFP as [Attachment 5](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

## **5.0 SPECIAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### **5.2 STATE CONTRACT MANAGER**

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

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

#### **5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

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

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

#### **5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### 5.3 PERFORMANCE BOND

Not applicable to this procurement.

### 5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two years in additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

## **5.6 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## **5.7 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor 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 payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## **5.8 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## **5.9 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## **5.10 SUBSTITUTION OF STAFF**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.12 OWNERSHIP OF MATERIAL

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

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.13 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## 5.14 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## 5.15 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## 5.16 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## 5.17 CLAIMS AND REMEDIES

### 5.17.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### 5.17.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

## 5.18 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

## 5.19 RETAINAGE

Not applicable to this procurement.

## 5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

## 5.21 SUSPENSION OF WORK

Not Applicable

## 5.22 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

## 5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

## **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State (Payment Voucher) forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

Not applicable to this procurement.

## **5.26 CONTRACT ACTIVITY REPORT**

Not applicable

## **5.27 REQUIREMENTS OF EXECUTIVE ORDER 134**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### **5.27.1 DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

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. It also 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 26 U.S.C.A. 527 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.

### **5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT**

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 this Order, (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 or 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 EO 134; (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 EO 134; 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 EO 134.

### 5.27.3 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 Executive Order 134 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 <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

### 5.27.4 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.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

#### **6.3.2 THE BIDDER'S PRICE PROPOSAL**

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#).

#### 6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, 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.

## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

| <u>NAME</u> | <u>HOME ADDRESS</u> | <u>DATE OF BIRTH</u> | <u>OFFICE HELD</u> | <u>OWNERSHIP INTEREST</u><br>(Shares Owned or % of Partnership) |
|-------------|---------------------|----------------------|--------------------|---|
| _____       | _____               | _____                | _____              | _____   |
| _____       | _____               | _____                | _____              | _____   |
| _____       | _____               | _____                | _____              | _____   |

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

| <u>NAME</u> | <u>HOME ADDRESS</u> | <u>DATE OF BIRTH</u> | <u>OFFICE HELD</u> | <u>OWNERSHIP INTEREST</u><br>(Shares Owned or % of Partnership) |
|-------------|---------------------|----------------------|--------------------|---|
| _____       | _____               | _____                | _____              | _____   |
| _____       | _____               | _____                | _____              | _____   |
| _____       | _____               | _____                | _____              | _____   |

**COMPLETE ALL QUESTIONS BELOW**

|  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?<br>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)  | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)   | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)   | _____      | _____     |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance) | _____      | _____     |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN/SSN#: \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

PRINT OR TYPE: \_\_\_\_\_  
 (Name)

PRINT OR TYPE: \_\_\_\_\_  
 (Title)

Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

---

**Signature of Bidder**

---

**Name (Type or Print)**

---

**Title Name (Type or Print)**

---

**Name of Company Name (Type or Print)**

---

**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

|   |  |
|---|--|
| <b>AFFIRMATIVE ACTION</b>   | <b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b> |
| DEPT OF THE TREASURY<br>DIVISION OF PURCHASE & PROPERTY<br>STATE OF NEW JERSEY<br>33 WEST STATE STREET, 9TH FLOOR<br>PO BOX 230<br>TRENTON, NEW JERSEY 08625-0230 | NAME OF BIDDER:<br>_____                       |

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 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 PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR 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' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

|  |   |   |
|--|---|---|
| 1. FID. NO. OR SOCIAL SECURITY   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME  |   |   |
| 5. STREET  | CITY  | COUNTY STATE ZIP CODE                           |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)   |   | CITY STATE ZIP CODE                             |
| 7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO                 |   |   |
| 8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |   |   |
| 9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [     ]   |   |   |
| 10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [     ]  |   |   |
| 11. PUBLIC AGENCY AWARDED CONTRACT:  |   | CITY STATE ZIP CODE                             |

**OFFICIAL USE ONLY**

| DATE RECEIVED | OUT OF STATE PERCENTAGES | ASSIGNED CERTIFICATION NUMBER |
|---------------|--------------------------|-------------------------------|
| MO/DAY/YR     | COUNTY MINORITY FEMALE   |                               |

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

| JOB CATEGORIES                                 | ALL EMPLOYEES                  |                |                  | MINORITY GROUP EMPLOYEES (PERMANENT) |          |                 |       |        |          |                 |       |  |
|--|--------------------------------|----------------|------------------|--------------------------------------|----------|-----------------|-------|--------|----------|-----------------|-------|--|
|  | Col. 1<br>TOTAL<br>(Cols. 2&3) | Col. 2<br>MALE | Col. 3<br>FEMALE | MALE                                 |          |                 |       | FEMALE |          |                 |       |  |
|  |                                |                |                  | BLACK                                | HISPANIC | AMERICAN INDIAN | ASIAN | BLACK  | HISPANIC | AMERICAN INDIAN | ASIAN |  |
| Officials and Managers                         |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Professionals                                  |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Technicians                                    |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Sales Workers                                  |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Office and Clerical                            |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Craftworkers (Skilled)                         |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Operatives (Semi-skilled)                      |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Laborers (Unskilled)                           |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Service Workers                                |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| <b>TOTAL</b>                                   |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Total employment from Previous Report (if any) |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |

The data below shall NOT be included in the request for the categories above.

|  |   |  |
|--|---|--|
| 13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY) | 15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED?<br><input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO | 16. IF NO, DATE OF LAST REPORT SUBMITTED<br>  MO.   DAY   YEAR |
| 14. DATES OF PAYROLL PERIOD USED   |   |  |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|   |           |                    |                                    |
|---|-----------|--------------------|------------------------------------|
| 17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER) | SIGNATURE | TITLE              | MO.   DAY   YEAR                   |
| 18. ADDRESS (NO. & STREET)  | (CITY)    | (STATE) (ZIP CODE) | PHONE (AREA CODE, NO. & EXTENSION) |

## **ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS**

### **NOTICE TO ALL BIDDERS**

#### **NOTICE OF INTENT TO SUBCONTRACT FORM**

#### **SUBCONTRACTOR UTILIZATION PLAN FORM**

#### **PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS**

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

#### **DEFINITIONS:**

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
  1. 0 to \$500,000 (Category I);
  2. \$500,001 to \$5,000,000 (Category II);
  3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

**PROCEDURE:**

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission  
Office of Small Business  
20 West State Street  
PO Box 820  
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

# REQUIRED SUBMISSION

STATE OF NEW JERSEY  
DIVISION OF PURCHASE AND PROPERTY (DPP)

## NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

|                            |                         |
|----------------------------|-------------------------|
| DPP Solicitation Number:   | DPP Solicitation Title: |
| Bidder's Name and Address: |                         |

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

**If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

**If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

|   |   |
|---|---|
| STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)<br><b>SUBCONTRACTOR UTILIZATION PLAN</b><br>(REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)     | <b>DPP Solicitation No.:</b> _____                                  |
| <b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive. | <b>DPP Solicitation Title:</b> _____                                |
| <b>Bidder's Name and Address:</b><br>_____<br>_____   | • Bidder's Telephone No.: _____<br>• Bidder's Contact Person: _____ |

**INSTRUCTIONS:** List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

| SUBCONTRACTOR'S NAME<br>ADDRESS, ZIP CODE<br>TELEPHONE NUMBER<br>AND VENDOR ID NUMBER | REGISTERED WITH NJ<br>COMMERCE AND ECONOMIC<br>GROWTH COMMISSION * |    |     | TYPE(S) OF GOODS<br>OR SERVICES TO BE<br>PROVIDED | ESTIMATED<br>VALUE<br>OF<br>SUBCONTRACTS |
|---|--|----|-----|---|--|
|   | SMALL BUSINESS CATEGORY  |    |     |   |  |
|   | I  | II | III |   |  |
|   |  |    |     |   |  |
|   |  |    |     |   |  |
|   |  |    |     |   |  |
|   |  |    |     |   |  |
|   |  |    |     |   |  |

\* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

**PRINCIPAL OF FIRM:**

\_\_\_\_\_

(Signature)
(Title)
(Date)

**ATTACHMENT 5 - PRICE SCHEDULES**

**ANNUAL REPORT EMISSION STATEMENT- NJDEP**

**Bid Number 05-X-37684**

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price"

**Price Schedule**

| Line No | COMMODITY-SERVICE DESCRIPTION  | ESTIMATED HOURS | ALL INCLUSIVE HOURLY RATE | TOTAL |
|---------|--|-----------------|---------------------------|-------|
| 1.      | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review and 3.3.2. Air Quality Tasks <b>Level 1</b> professional personnel.<br>***** <b>Year ONE</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column. | 416             | \$                        | \$    |
| 2       | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review - <b>Level 2</b> professional personnel.<br>***** <b>YearOne</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column                              | 1040            | \$                        | \$    |
| 3       | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review - <b>Level 3</b> professional personnel.<br>***** <b>Year One</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.                            | 1040            | \$                        | \$    |

| Line No | COMMODITY-SERVICE<br>DESCRIPTIOPN  | ESTIMATED HOURS | ALL INCLUSIVE<br>HOURLY RATE | TOTAL |
|---------|--|-----------------|------------------------------|-------|
| 4       | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 2</b> professional personnel.<br>***** <b>YearOne</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.                       | 1040            | \$                           | \$    |
| 5       | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 3</b> professional personnel.<br>***** <b>Year One</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.                      | 1560            | \$                           | \$    |
| 6       | All inclusive fully loaded hourly labor rate for each labor category proposed per RFP Section 3.3.3 for Diesel Emissions Expert.<br>***** <b>Year One</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Diesel Emission s Expert in the "All Inclusive Hourly Rate" column and the extend amount (Estimated hours X All inclusive Hourly Rate) in the "Total" column.   | 520             | \$                           | \$    |
|         | Total Year 1   |                 |                              |       |
| 7       | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review and 3.3.2 Air Quality Tasks <b>Level 1</b> professional personnel.<br>***** <b>YearTwo</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column. | 416             | \$                           | \$    |

| Line No | COMMODITY-SERVICE DESCRIPTION  | ESTIMATED HOURS | ALL INCLUSIVE HOURLY RATE | TOTAL |
|---------|--|-----------------|---------------------------|-------|
| 8       | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review - <b>Level 2</b> professional personnel.<br/> <b>*****Year Two*****</b></p> <p>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p>     | 1040            | \$                        | \$    |
| 9       | <p>All inclusive fully loaded firm fixed hourly labor rate for Emission Statement review--<b>Level 3</b> professional personnel.<br/> <b>*****Year Two*****</b></p> <p>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p>                        | 1040            | \$                        | \$    |
| 10      | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 2</b> professional personnel.<br/> <b>*****Year Two*****</b></p> <p>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p> | 1040            | \$                        | \$    |
| 11      | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 3</b> professional personnel.<br/> <b>*****Year Two*****</b></p> <p>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p> | 1560            | \$                        | \$    |

| Line No | COMMODITY-SERVICE DESCRIPTION   | ESTIMATED HOURS | ALL INCLUSIVE HOURLY RATE | TOTAL |
|---------|---|-----------------|---------------------------|-------|
| 12      | <p>All inclusive fully loaded hourly labor rate for each labor category proposed per RFP Section 3.3.3 for Diesel Emission Expert.<br/> <b>*****Year Two*****</b><br/> Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Diesel Emissions Expert in the "All inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" Column.</p>   | 520             | \$                        | \$    |
|         | Total Year 2  |                 |                           |       |
| 13      | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review and 3.3.2. Air Quality Tasks<br/> <b>Level 1</b> professional personnel.<br/> <b>*****Year Three*****</b><br/> Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the " All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p> | <u>416</u>      | \$                        | \$    |
| 14      | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review -<br/> <b>Level 2</b> professional personnel.<br/> <b>*****Year Three*****</b><br/> Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p>                             | <u>1040</u>     | \$                        | \$    |
| 15      | <p>All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.1 Emission Statement Review -<br/> <b>Level 3</b> professional personnel.<br/> <b>*****Year Three*****</b><br/> Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.</p>   | <u>1040</u>     | \$                        | \$    |

| Line No | COMMODITY-SERVICE DESCRIPTION   | ESTIMATED HOURS | ALL INCLUSIVE HOURLY RATE | TOTAL |
|---------|---|-----------------|---------------------------|-------|
| 16      | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 2</b> professional personnel.<br>***** <b>Year Three</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column. | 1040            | \$                        | \$    |
| 17      | All inclusive fully loaded firm fixed hourly labor rate per RFP Section 3.3.2 Division of Air Quality Tasks - <b>Level 3</b> professional personnel.<br>***** <b>Year Three</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Emission Statement review in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column. | 1560            | \$                        | \$    |
| 18      | All inclusive fully loaded hourly labor rate for each labor category proposed per RFP Section 3.3.3 for Diesel Emissions Expert.<br>***** <b>Year Three</b> *****<br>Bidder must enter the all inclusive fully loaded firm fixed hourly labor rate for Diesel Emissions Expert in the "All Inclusive Hourly Rate" column and the extended amount (Estimated Hours X All Inclusive Hourly Rate) in the "Total" column.                       | 520             | \$                        | \$    |
|         | Total Year 3  |                 |                           |       |

**Total Bid Price** \$

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

**ATTACHMENT 6 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....  
**Name of Locality having preference practices:**

|                      |  |
|----------------------|--|
| City /Town/Authority |  |
| County               |  |
| State                |  |

Documentation Attached

- Resolution       Regulations/Laws  
 Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal will be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal 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.

1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

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

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

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

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

**3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

- 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

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

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

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

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

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, 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 e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, 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 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.

b. 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 State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an

interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall 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, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

**APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

**NOTICE TO ALL BIDDERS**  
**SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

March 2, 2005

Addendum #1

Re: Annual Report Emission Statements-New Jersey Department  
of Environmental Protection  
RFP: 05-X-37684

Bid Proposal Due Date: March 22, 2005, 2:00 p.m.

Dear Potential Bidders:

This letter and its attachments form Addendum #1 to the Annual Report Emission Statements- New Jersey Department of Environmental Protection RFP, 05-X-37684. The addendum is composed of two (2) parts:

Part I - Questions, Answers and Comments  
Part II - Changes to the RFP

The Bid Proposal due date remains scheduled for March 22, 2005 17, 2004 at 2:00 p.m.

It is important for bidders to review and cross-reference this addendum to the RFP prior to preparing a bid. You should direct any additional questions or comments about the RFP to me at [Rajendra.Ghai@Treas.State.nj.us](mailto:Rajendra.Ghai@Treas.State.nj.us)

Sincerely,

Rajendra Ghai  
[Rajendra.Ghai@Treas.state.nj.us](mailto:Rajendra.Ghai@Treas.state.nj.us)

Part I

Questions (Q), Answers (A) and Comments (C) in Response to the Questions Submitted

| Page, Section              | Question and Answer or Comment   |
|----------------------------|--|
|                            | <p>Q. Is there an incumbent contractor for this contract, and if so, what is the name of the firm and their location?</p> <p>A. This is a new contract; therefore, there is no incumbent for this contract.</p>  |
| <p>Page 17<br/>3.4</p>     | <p>Q. Language in the RFP (First paragraph of section 3.4 – Anticipated Staff and hours) would indicate there was a previous contract.</p> <p>A. Currently services listed in this RFP are being contracted through multiple existing contracts within the department .The purpose of this RFP is to centralize these services for Air Quality Management/Bureau of Air Quality Planning.</p>  |
| <p>Page 10<br/>1.4.6</p>   | <p>Q. Contents of Bid Proposal: When will the contents of the bid proposals be made available for public inspection? Is this post –award?</p> <p>A. When all the bids have been received by bid close date, they will be publicly opened and become a public record. Interested bidders who wish to review bid proposals may make an appointment with the Purchase Bureau Buyer to inspect bid proposals received in response to this RFP, usually within a week of bid opening.</p>   |
| <p>Pages 14-15<br/>3.2</p> | <p>Q. Implementation: The RFP states that “for the emission statement review task, the NJDEP will be responsible for any costs associated with the general, first class or certified mail letters and documents to be sent to facilities, and telephone or usage as part of this contract.” Will the NJ DEP provide office space, chairs, computers, copier access, internet access, facsimile access, and paper items to onsite contractor personnel, or will these items be the responsibility of the contractor? In addition, should additional items need to be purchased for completion of the tasks in this contract, such as data, software, publications, etc.; will the cost of these items be the responsibility of NJDEP or the contractor?</p> <p>A. NJ DEP will provide office space, chairs, computers, copier access, internet access, facsimile access, paper items to onsite contractor personnel (s)</p> |
| <p>Page 17<br/>3.4</p>     | <p>Q. Anticipated Staff and Hours: Will dedicated office space be made available to the contractor at NJDEP’s offices that can be utilized by contractor personnel during times of the year when on-site performance of this contract may not be required?</p> <p>A. Dedicated office space will not be made available to the contractor at NJDEP’s offices that can be utilized by contractor personnel during times of the year when on-site performance of this contract are not required.</p>  |

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| <p>Page 30<br/>4.4.3.6</p>                | <p>Q. Experience of Bidder...: It says here that “the bidder should provide two names and telephone numbers of individuals for the other contract party”. Is the request for two names so that we distinguish both the technical and administrative contacts for each contract?</p> <p>A. Two contact names for ease of availability as referees.</p>  |
| <p>Page 15/16<br/>3.3.1 A<br/>3.3.2 A</p> | <p>Q. Professional Level Staff – Emission Statement Review Task</p> <p>A. Section 3.3.1 and 3.3.2 "The Level 1 individual will possess, at a minimum, a Bachelor of Science in environmental science or in a related engineering discipline, e.g., mechanical, chemical, or in any closely related field and have at least ten (10) years experience in the art and practice of air pollution control, emission estimation and data analysis. In addition, the individual should have proven supervisory and project management experience”.</p>   |
| <p>Page 15/16<br/>3.3.1 B<br/>3.3.2 B</p> | <p>Q. Professional Level Staff – Division of Air Quality Tasks</p> <p>A. "The Level 2 personnel should possess, at a minimum, a Bachelor of Science degree in environmental studies or engineering or a related field and should have at least five (5) years experience in the art and practice of air pollution control. The contractor's Professional Level staff should also have experience in calculating or estimating air pollutant emissions using a variety of methodologies including USEPA's "Compilation of Air Pollutant Emission Factors" (AP-42) or using direct measurement techniques for a variety of types of air emission sources."</p> |
| <p>Page 17<br/>3.3.1 C<br/>3.3.2 C</p>    | <p>Q. Professional Level Staff</p> <p>A. "The Level 3 personnel should possess, at a minimum, a Bachelor of Science degree in environmental studies or engineering or a related field and should have at least one (1) year experience in the art and practice of air pollution control. The contractor's Professional Level 1 staff shall also have experience in calculating or estimating air pollutant emissions using a variety of methodologies including AP-42 emission factors or using direct measurement techniques for a variety of types of air emission sources."</p>   |

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| <p>Page 16<br/>Section 3.3.3.</p>  | <p>Q. Professional Level Candidates – Qualifications</p> <p>"Qualified candidate must have minimum education/experience requirements of Bachelor's Degree in Chemistry or Engineering, 10 years of experience relevant to the scope of work. Other qualification includes having published technical papers or reports on vehicle emissions control, experience providing expert testimony of motor vehicle exhaust emission related issues in a public forum, background in engineering design of methods to reduce exhaust emissions from diesel-powered motor vehicles, possesses an understanding of the chemical processes that occur in modern exhaust retrofit devices such as catalyzed diesel particulate filters and oxidation catalysts, and possesses an understanding of the market availability of modified or alternative diesel fuels and exhaust retrofit technologies in New Jersey."</p> |
| <p>Page 17<br/>Section 3.4</p>     | <p>Q. Anticipated Staff and Hours –Appears that the level of effort specified in item B (2080) hors is inconsistent with the level of effort specified in the Price Schedule, Line 2, page 52 (1040 hours)</p> <p>A. The 2080 is the total number of hours between Emission Statement Reviews and Division of Air Quality Tasks. This is broken down to Line No. 2 on page 52 and Line No. 4 on page 53. If you add the hours from Line No. 2 and No. 4, that equals 2080 hours.</p>  |
| <p>Page 20<br/>Section 3.8.4</p>   | <p>Q. Function IV, Contact Facilities to Request Missing Data or to Correct/Clarify Previously Submitted Data. Section 3.8.4 Function IV, Contact Facilities to Request Missing Data or to Correct/Clarify Previously Submitted Data</p> <p>A. The line in parenthesis page 21 (see section 4.4.3.7) is deleted at the end of section 3.8.4. Section 4.4.3.7 refers to financial capability of the bidder.</p>  |
| <p>Page 29<br/>Section 4.4.3.3</p> | <p>Q. Section 4.4.3.3 requires that resumes must be provided for all personnel proposed by the contractor to fill the positions specified in section 3.3.1, 3.3.2, and 3.3.3. Section 4.4.3.4 Backup Staff, requires a list of backup staff to support Sections 3.3.1, 3.3.2, and 3.3.3. Are resumes required for backup staff</p> <p>A. Yes, resumes are required for the backup staff. The number of backup staff should equal the number of personnel required in Section 3.3.1. and 3.3.2.</p>  |

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|  | <p>Q. Can a company that works on annual air permits in NJ bid on this contract or would it be seen as a conflict of interest?</p> <p>A. A company that works on air permits for facilities in NJ would have conflict of interest issues because there is a lot of interactions between the Emission Statement Program and the Air Quality Permitting Program. A company may bid on this contract even though it works on air permits in NJ only if the number of facilities the air permits are for is limited to 7 facilities (1% of 700).</p> |
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March 3, 2005

Addendum #2

Re: Annual Report Emission Statements-New Jersey Department  
of Environmental Protection  
RFP: 05-X-37684

Bid Proposal Due Date: March 22, 2005, 2:00 p.m.

Dear Potential Bidders:

This letter and its attachments form Addendum #2 to the Annual Report Emission Statements- New Jersey Department of Environmental Protection RFP, 05-X-37684. The addendum is composed of two (2) parts:

- Part I - Questions, Answers and Comments
- Part II - Changes to the RFP

The Bid Proposal due date remains scheduled for March 22, 2005 at 2:00 p.m.

It is important for bidders to review and cross-reference this addendum to the RFP prior to preparing a bid. You should direct any additional questions or comments about the RFP to me at [Rajendra.Ghai@treas.state.nj.us](mailto:Rajendra.Ghai@treas.state.nj.us)

Sincerely,

Rajendra Ghai  
[Rajendra.Ghai@treas.state.nj.us](mailto:Rajendra.Ghai@treas.state.nj.us)

## Part I

### Questions (Q), Answers (A) and Comments (C) in Response to the Questions Submitted

| <b>Page, Section</b>       | <b>Question and Answer or Comment</b>   |
|----------------------------|---|
| General                    | <p>Q. Is there an incumbent contractor for this contract, and if so, what is the name of the firm and their location?</p> <p>A. This is a new contract; therefore, there is no incumbent for this contract.</p>   |
| Page 17<br>Section 3.4     | <p>Q. Language in the RFP (First paragraph of section 3.4 – Anticipated Staff and hours) would indicate there was a previous contract.</p> <p>A. Currently services listed in this RFP are being contracted through multiple existing contracts within the Department .The purpose of this RFP is to centralize these services for Air Quality Management/Bureau of Air Quality Planning.</p>   |
| Page 10<br>Section 1.4.6   | <p>Q. Contents of Bid Proposal: When will the contents of the bid proposals be made available for public inspection? Is this post –award?</p> <p>A. When all the bids have been received by bid close date, they will be publicly opened and become a public record. Interested bidders who wish to review bid proposals may make an appointment with the Purchase Bureau Buyer to inspect bid proposals received in response to this RFP, usually within a week of bid opening.</p>  |
| Pages 14-15<br>Section 3.2 | <p>Q. Implementation: The RFP states that “for the emission statement review task, the NJDEP will be responsible for any costs associated with the general, first class or certified mail letters and documents to be sent to facilities, and telephone or usage as part of this contract.” Will the NJ DEP provide office space, chairs, computers, copier access, internet access, facsimile access, and paper items to onsite contractor personnel, or will these items be the responsibility of the contractor? In addition, should additional items need to be purchased for completion of the tasks in this contract, such as data, software, publications, etc.; will the cost of these items be the responsibility of NJDEP or the contractor?</p> <p>A. NJ DEP will provide office space, chairs, computers, copier access, internet access, facsimile access, paper items to onsite contractor personnel.</p> |
| Page 17<br>Section 3.4     | <p>Q. Anticipated Staff and Hours: Will dedicated office space be made available to the contractor at NJDEP’s offices that can be utilized by contractor personnel during times of the year when on-site performance of this contract may not be required?</p> <p>A. No. Dedicated office space will not be made available to the contractor at NJDEP’s offices that can be utilized by contractor personnel during times of the year when on-site performance of this contract is not required.</p>  |

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|------------------------------------|--|
| <p>Page 30<br/>Section 4.4.3.6</p> | <p>Q. Experience of Bidder...: It says here that “the bidder should provide a comprehensive listing of contracts of similar size and scope along with names of two individuals and their telephone numbers who could vouch for the ability of the firm to undertake similar contracts, and complete the services as required in this RFP.</p> <p>A. The bidder should provide two contact names for each contract who may be contacted as references for the bidder’s ability to undertake similar contracts as specified in this RFP.</p>   |
| <p>Page 17<br/>Section 3.4</p>     | <p>Q. Anticipated Staff and Hours –Appears that the level of effort specified in item B (2080) hours is inconsistent with the level of effort specified in the Price Schedule, Line 2, page 52 (1040 hours)</p> <p>A. The 2080 hours noted in this section is the total number of hours needed to perform Emission Statement Reviews and Division of Air Quality Tasks combined. The 2080 hours is shown on the price schedule as the combination of price on line No. 2 on page 52 and price line No. 4 on page 53. If you add the hours from Line No. 2 and No. 4, that equals 2080 hours.</p> |
| <p>Page 29<br/>Section 4.4.3.3</p> | <p>Q. Section 4.4.3.3 requires that resumes must be provided for all personnel proposed by the contractor to fill the positions specified in section 3.3.1, 3.3.2, and 3.3.3. Section 4.4.3.4 Backup Staff, requires a list of backup staff to support Sections 3.3.1, 3.3.2, and 3.3.3. Are resumes required for backup staff</p> <p>A. Yes, resumes are required for the backup staff as well as a list of the backup staff.</p>   |
| <p>Page30<br/>Section 4.4.3.8</p>  | <p>Q. Subcontractor(s) If the Contractor chooses to use “non” New Jersey based subcontractors, how will they be evaluated?</p> <p>A. Any use of an out-of- State subcontractor would not change the requirement of the RFP. If it can be shown that a “good faith” effort was made then another subcontractor can be used (in state or out-of-state).</p>  |
| <p>General</p>                     | <p>Q. Can a company that works on annual air permits in NJ bid on this contract or would it be seen as a conflict of interest?</p> <p>A. Bidders that work on 10 or fewer facilities will not have a conflict. NJDEP will determine if a bidder has a conflict if it works on 11 or more facilities after bids open.</p>   |

## Part II

### Changes to the RFP

Bidders are advised to mark these changes in their copy of the RFP before preparing a bid

| Page/Section                     | Change to the RFP   |
|----------------------------------|---|
| Page 15/16<br>3.3.1 A<br>3.3.2 A | <p><b>Add</b> the following to the paragraph below section 3.3.1 A on page 15 as well below section 3.3.2 on page 16</p> <p>Section 3.3.1A and 3.3.2A "The Level 1 individual will possess, at a minimum, a Bachelor of Science in environmental science or in a related engineering discipline, e.g., mechanical, chemical, or in any closely related field and have at least ten (10) years experience in the art and practice of air pollution control, emission estimation and data analysis. In addition, the individual should have proven supervisory and project management experience".</p>  |
| Page 15/16<br>3.3.1 B<br>3.3.2 B | <p><b>Add</b> the following to the paragraph below section 3.3.1B on page 15 and 3.3.2B on page 16</p> <p>"The Level 2 personnel should possess, at a minimum, a Bachelor of Science degree in environmental studies or engineering or a related field and should have at least five (5) years experience in the art and practice of air pollution control. The contractor's Professional Level staff should also have experience in calculating or estimating air pollutant emissions using a variety of methodologies including USEPA's "Compilation of Air Pollutant Emission Factors" (AP-42) or using direct measurement techniques for a variety of types of air emission sources."</p> |
| Page 16<br>3.3.1 C<br>3.3.2 C    | <p><b>Add</b> the following to the paragraph below section 3.3.1 C on page 16 and as well as below section 3.3.2 C on page 16</p> <p>A. "The Level 3 personnel should possess, at a minimum, a Bachelor of Science degree in environmental studies or engineering or a related field and should have at least one (1) year experience in the art and practice of air pollution control. The contractor's Professional Level 1 staff shall also have experience in calculating or estimating air pollutant emissions using a variety of methodologies including AP-42 emission factors or using direct measurement techniques for a variety of types of air emission sources."</p>             |

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|-----------------------------------|---|
| <p>Page 16<br/>Section 3.3.3.</p> | <p><b>Add</b> the following to the paragraph below section 3.3.3 on page 16</p> <p>Qualified candidate must have minimum education/experience requirements of Bachelor's Degree in Chemistry or Engineering, 10 years of experience relevant to the scope of work. Other qualification includes having published technical papers or reports on vehicle emissions control, experience providing expert testimony of motor vehicle exhaust emission related issues in a public forum, background in engineering design of methods to reduce exhaust emissions from diesel-powered motor vehicles, possesses an understanding of the chemical processes that occur in modern exhaust retrofit devices such as catalyzed diesel particulate filters and oxidation catalysts, and possesses an understanding of the market availability of modified or alternative diesel fuels and exhaust retrofit technologies in New Jersey."</p> |
| <p>Page 21<br/>Section 3.8.4</p>  | <p><b>Delete.</b> The line in parenthesis page 21 '(see section 4.4.3.7)' is deleted at the end of section 3.8.4.</p>   |