# Request for Quotes

## MASTER PLANS & DESIGNS – Liberty State Park and Greenway

| | Date | Time |
|---|---|---|
| **Due Date For Quotes** | 11/14/22 | 11:59 PM |
| **End of Question and Answer Period** | 10/17/22 | 11:59 PM |

Dates are subject to change. All times contained in the Request for Quotes (RFQ) refer to Eastern Time.
All changes will be reflected in Bid Amendments to the RFQ posted on the Department of Environmental Protection's website.

**RFQ Issued By:**
State of New Jersey
Department of Environmental Protection
401 E. State Street, Mail Code 401-07
Trenton, NJ 08625-0420

Date: September 16, 2022
Updated: September 27, 2022
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## 1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Environmental Protection (Department or Using Agency). The Contract will be awarded in the State of New Jersey's eProcurement system, ***NJSTART*** (www.njstart.gov). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page for information.

### 1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for firms or individuals (Bidders) with demonstrated experience in public space and/or public life analyses, urban design, parks design and development, architecture, engineering, landscape design or other related fields to assist with the planning and design activities to facilitate the creation of master planning and detailed design documents (Master Plans & Designs) for Liberty State Park (LSP) and the recently acquired 9-mile abandoned rail corridor in Essex and Hudson Counties (Greenway) (collectively the Parks).

The Department will select and contract with one or more qualified Bidders to conduct activities to facilitate the creation of the Master Plans & Designs in accordance with Work Order(s) issued during the Contract Term. The selected Bidders shall furnish all expertise, labor, and resources to provide complete services necessary for Work Order(s).

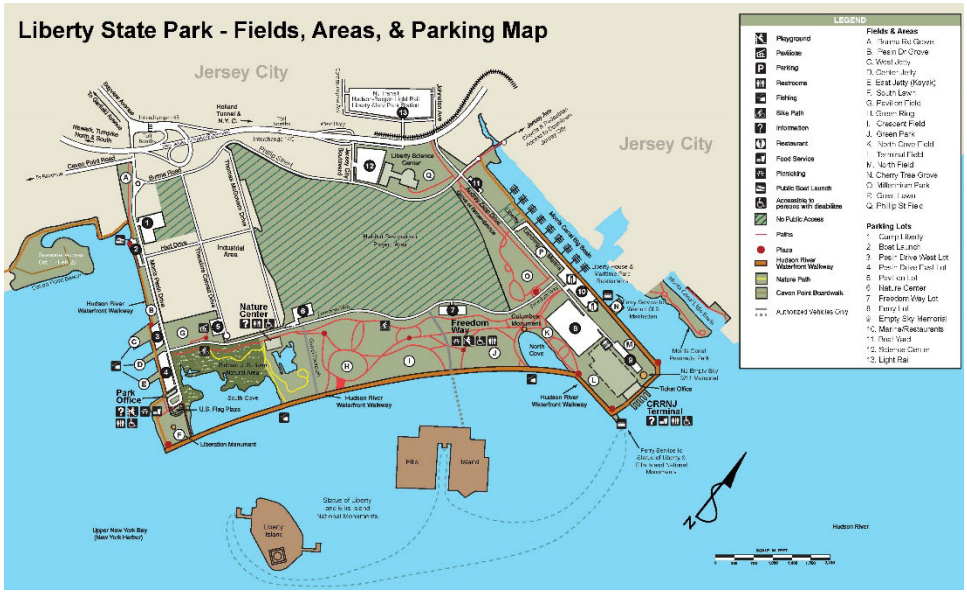
As set forth in the individual Work Order(s), activities may include, but shall not be limited to, in whole or in part:

a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, impact studies, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
c. Development of Master Plans & Designs for each of the Parks; and
d. Support the Department in community engagement and stakeholder management.

The selected Bidder(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department.

The selected Bidder(s) shall be required to coordinate all work under this Contract with the Department and its State and Local partners.

**Liberty State Park**




Liberty State Park (LSP), located along the waterfront of Jersey City, Hudson County, is New Jersey's most visited state park and an urban oasis with more than five million visitors annually. It serves as both a national and international destination, offering access to and views of famous landmarks like the Statue of Liberty, Ellis Island, and the Manhattan skyline. Comprised of approximately 1,200 acres of State-owned lands and waters situated where the Hudson River meets the Upper New York Bay, LSP stands as one of the last contiguous open green spaces along the highly developed Northern New Jersey/New York City waterfront. Approximately 235 acres situated within the interior of LSP have been unavailable to the public for generations due to the contamination of environmental media from historic industrial activities in this area of New Jersey.

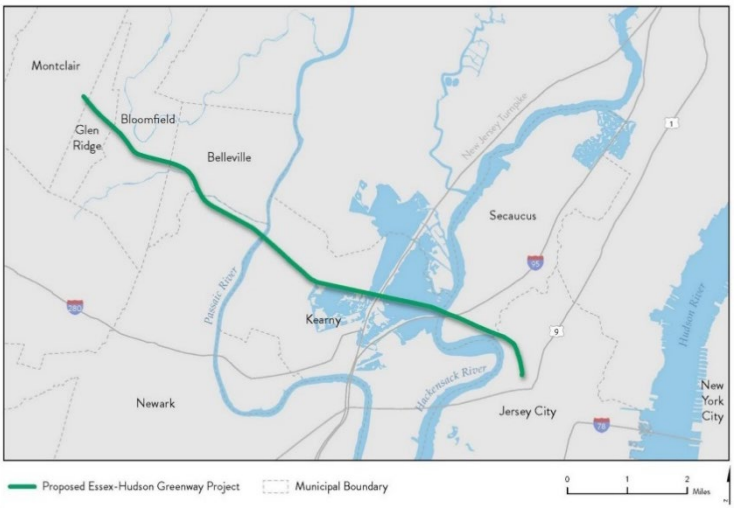
To reach its full potential as a destination that serves both the members of its host community of Jersey City as well as visitors from far and wide, LSP requires a focused, coordinated and timely approach to planning, improvement, management and access.

In furtherance of this goal, on August 5, 2021, the Department created the Liberty State Park Design Task Force (Task Force) to engage a plurality of stakeholders and community members to provide advice and recommendations on its plans for the inclusion of active recreation amenities at LSP. The Task Force has provided significant feedback and input and the Department is currently evaluating those recommendations, the implementation of which may be furthered under this Contract.

Additionally, on June 30, 2022, Governor Phil Murphy signed the Liberty State Park Conservation, Recreation, and Community Inclusion Act (P.L.2022, c.45), extending the Task Force for a period of twenty-four months to further advise the Department on development of short and long-term actions to improve the remainder of LSP and directing the Department to develop a master plan that includes improvements to facilities, programs and amenities, creation of transportation and mobility services to ensure equitable public access, preservation of natural resources, and actions to improve climate resilience.

Through the issuance of this RFQ, the Department seeks to continue the critical work of implementing the Task Force's recommendations for both the Interior Restoration Project and the development short-term actions and the LSP master plan that includes timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

**Greenway**




*Proposed Greenway alignment. Map by Open Space Institute, where "Essex-Hudson Greenway" is the same line as the "Greenway."*

On August 19, 2022, the Department, with the cooperation of its partners at the Norfolk Southern Railroad and the Open Space Institute, acquired a long-dormant 8.63-mile rail line in Essex and Hudson Counties for the purpose of developing a multimodal, walking, biking, and transit Greenway. The Department envisions converting this blighted corridor into a thriving active transportation corridor, traversing two of the most densely populated counties in New Jersey – and in the nation – providing new, safe, and equitable opportunities for outdoor recreation and open space enjoyment in eight New Jersey communities (Montclair, Glen Ridge, Bloomfield, Belleville, Newark, Kearny, Secaucus, and Jersey City). In this heavily industrialized region, the Greenway provides a once-in-a-generation open space opportunity to provide a destination for exercise, recreation, and open space access, improve regional transportation and stormwater performance, and spur equitable economic growth and redevelopment in the surrounding communities. The Greenway will establish a new level of connectivity between its communities; it will create a linear network of new green spaces and a shared use path that will enable seamless walking and biking connections between Montclair and Jersey City through Newark.

The Greenway project uses the right-of-way of the eastern portion of NJ Transit's former Boonton Line (New York and Greenwood Lake Railway), averaging 100 feet wide and encompassing 135 acres. The Department will operate the Greenway in accordance with a federal railbanking order issued by the Surface Transportation Board and has underlying agreements with NJ Transit to accommodate joint trail and transit uses.

The Department acquired the Greenway with a combination of Green Acres funding from the Garden State Preservation Trust Fund and federal funding via the Federal American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund. While using Green Acres funds for acquisition requires the Greenway to be utilized for recreation and conservation purposes, in recognizing the need for appropriate development flexibility for the Greenway to realize its true transformative potential, the Department acquired the corridor subject to appropriate reservations to allow use for transit, utility, and other economically beneficial uses consistent with the Greenway's underlying recreational purpose. Additionally, as a condition of receiving Coronavirus State Fiscal Recovery Funding, the Greenway must be designed in a manner that incorporates compatible stormwater infrastructure. Due to the legacy of industrial pollution in the vicinity of the Greenway, its development for public use requires the implementation of appropriate remedial measures to protect public health, safety, and the environment.

Recognizing that development of this unique land asset requires partnership and coordination between relevant State agencies, counties, municipalities, and local stakeholders, including those whose mission is focused on advancing the causes of equity and environmental justice, as well as other appropriate parties with knowledge and experience in urban or linear park development, through the issuance of this RFQ, the Department seeks assistance with planning and design activities to facilitate a master plan for phased development of the Greenway. The master plan would include timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

In preparing this strategic master plan, the Department would consider: (1) the necessity to provide recreational activities to the citizens of this State, including, but not limited to facilities, design capacities, and the Greenway's relationship to other available recreational areas or amenities; (2) the multi-modal nature of the Greenway, its history as a transit corridor in the State, and the potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of uses and potential uses of the Greenway in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development and any relevant master plan or other plan of development, including planning to support desired equitable economic development along the former rail line.

**The Department has collected certain background, preliminary design and other supporting information that may be reviewed by Bidder(s) in preparation of their response to this RFQ at [https://nj.gov/dep/parksandforests/parks/thegreenway.html].**

It is the intent of the State to award Contract(s) to those responsible Bidder(s) whose Quote(s), conforming to this RFQ, are most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines or no price lines in its sole discretion. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

The State of New Jersey Standard Terms and Conditions (SSTC) included with this RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

## 1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions; (2) the State of New Jersey Standard Terms and Conditions; (3) this RFQ; and (3) the Quote, including any attachments or documents incorporated by reference therein. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Condition shall prevail.

## 2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

### 2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email: greenway@dep.nj.gov. The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

### 2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

## 3 QUOTE SUBMISSION REQUIREMENTS

### 3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

Bidders shall submit all Quotes to greenway@dep.nj.gov.

### 3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

### 3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If a Bidder intends to propose terms and conditions that conflict with the terms and conditions of this RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the question and answer procedure.

### 3.4 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

### 3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms which can be found here.

#### 3.5.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Using Agency may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

### 3.5.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### 3.5.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### 3.5.4 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it 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-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### 3.5.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### 3.5.6 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

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 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. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and 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 Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

#### 3.5.6.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans' Business.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises and/or Disabled Veterans' Business:

A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises and/or Disabled Veterans' Business subcontractors;
B. The Bidder shall request a listing of New Jersey Small Business Enterprises and/or Disabled Veterans' Business from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit if none are known to the Bidder;
C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
D. The Bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
E. The Bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises and/or Disabled Veterans' Business set aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) business days upon of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting 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 N.J.A.C. 17:13-1.1 et seq., and this RFQ.

### 3.5.7 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

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.

### 3.5.8 AFFIRMATIVE ACTION

The intended Contractor and its named subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

### 3.5.9 CERTIFICATION OF NON-INVOLEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

The Bidder should submit Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form to: (1) certify that, pursuant to P.L.2022, c.3, the Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, section 1.e, except as permitted by federal law; or (2) if unable to certify because the Bidder, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus, provide a detailed, accurate and precise description of the activities. If the Bidder certifies that it is engaged in activities prohibited by P.L. 2022, c. 3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after certification, shall provide an updated certification.

If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not make an award to the Bidder.

### 3.5.10 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A

Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Bidder's Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action.

## 3.6 TECHNICAL QUOTE

The Bidder shall describe its approach, qualifications and plans for accomplishing the work outlined in the Scope of Work. The Bidder shall set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote. Bidder shall indicate that it wishes its Quote to be considered for: (1) LSP; (2) the Greenway; or (3) both.

### 3.6.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative shall demonstrate to the Evaluation Committee 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. The narrative shall demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section shall demonstrate to the Evaluation Committee 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 Quote will lead to successful Contract completion.

### 3.6.2 CONTRACT MANAGEMENT

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

### 3.6.3 ORGANIZATIONAL EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

### 3.6.4 LOCATION

The Bidder shall include the address of where responsibility for managing the Contract will take place. The Bidder shall include the telephone number and name of the individual to contact.

### 3.6.5 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor 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.

### 3.6.6 RESUMES

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

A. The individual's previous experience in completing each similar Contract;
B. Beginning and ending dates for each similar Contract;
C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder shall 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.

### 3.6.7 EXPERIENCE WITH 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 services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

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 Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

### 3.6.8 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

## 3.7 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS, AS SUPPLEMENTED

The Bidder shall provide a signed copy of the State of New Jersey Standard Terms and Conditions (SSTC) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Attachments 1 and 2) and shall provide proof of insurance as required therein. In addition to any information otherwise required herein, the Bidder shall further provide all information identified in the Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions (Attachment 3).

## 3.8 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ as Attachment 4.

Any price changes including handwritten revisions, or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

Bidder shall provide a single, all-inclusive hourly rate for activities conducted in accordance with any Work Order(s) issued during the Contract Term. Bidder shall additionally provide hourly rates for each title expected to be assigned to Work Orders(s) and the estimated percentage each title is expected to contribute to the overall project.

Failure to provide this information shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8)

Where the State-Supplied Price Sheet includes an estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

### 3.8.1 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet accompanying this RFQ. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

## 4 SCOPE OF WORK

### 4.1 MASTER PLANS & DESIGNS

From time to time as services are necessary, the Department shall issue Work Orders to the Contractor(s) to conduct planning and design activities to facilitate the creation of the Master Plans & Designs during the Contract Term. Work Orders shall identify the specific services sought, time for performance, budget and other relevant information. As applicable, Work Orders may be awarded in accordance with the mini-bid process set forth in Section 6.10.

In completing work under this Contract, the Contractor(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department. The Contractor(s) shall also be required to coordinate all work under this Contract with the Department and its State and Local partners.

Specifically with regard to each of the Parks, Work Orders may include planning and design activities related to the following.

**Liberty State Park**

a. Planning and design of active and passive recreation amenities that will compliment and become integrated with natural resources restoration and conservation activities conducted as part of the Interior Restoration Project;
b. Assessment, including analysis of alternatives, of short-term recreational development and natural resource conservation opportunities to improve public use and enjoyment of LSP;
c. Assessment of needs, challenges, opportunities, and alternatives relating to, additional improvements to facilities, programs and amenities, transportation and mobility options to ensure equitable access, natural resource restoration and preservation and climate resilience, taking into account the diversity of LSP's surrounding communities, the need for equitable recreational and cultural opportunities and local participation and benefits;
d. Development of a master plan that incorporates items (a)-(c) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department;
e. Development of detailed Designs to implement the master plan; and
f. Facilitation of community and stakeholder engagement in furtherance of the above.

**Greenway**

a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development.
b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development;
c. Development of a master plan that incorporates items (a)-(b) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs, opportunities, and any other information determined to be relevant or necessary by the Department for each of the Parks;
d. Development of detailed Designs to implement the master plan; and
e. Facilitation of community and stakeholder engagement in furtherance of the above.

For each of the above activities, the Contractor(s) would consider: (1) the necessity to provide recreational activities to the diversity of citizens in the Greenway's surrounding communities and the State; (2) the Greenway's relationship to other available recreational areas or amenities, as well as its multi-modal nature, its history as a transit corridor in the State, and its potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of the Greenway's uses and potential uses in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development, including other relevant development plans, and ways to support desired equitable economic development along the former rail line.

## 5 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this 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 deliverables, goods or 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.

### 5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall commence on or about January 1, 2023, for a period of two years. This contract may be extended for up to two one-year extensions but may not extend past December 31, 2026.

### 5.2 OWNERSHIP OF MATERIAL

A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in anyState Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.

B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.

C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.

D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed

of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract.

G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

## 5.3 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) whom must 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.

## 5.4 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your ***NJSTART*** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

# 6 QUOTE EVALUATION AND AWARD

## 6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

## 6.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this RFQ and the submitted Quote is not permitted. After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Quote.

## 6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

## 6.4 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

## 6.5 EVALUATION CRITERIA

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

### 6.5.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

### 6.5.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the all-inclusive hourly rate on the State-Supplied Price Sheet accompanying this RFQ with an award issued in accordance with the standard set forth in Section 6.9.

## 6.6 QUOTE DISCREPANCIES

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

## 6.7 BEST AND FINAL OFFER (BAFO)

The Using Agency may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Using Agency may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the Using Agency contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

## 6.8 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
B. information contained in Vendor performance records;
C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
D. current licensure, registration, and/or certification status and relevant history thereof; or
E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

## 6.9 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to those responsible Bidder(s), whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered.

## 6.10 POST AWARD DISTRIBUTION OF WORK

For each activity, the Department will conduct a mini-bid with all Contractors to distribute a Work Order. A Contractor wishing to participate in the mini-bid shall submit a proposal based on the all-inclusive hourly rate submitted with its Quote, for the activities identified in the Work Order(s). The Department will select the proposal(s) most advantageous to the State, price and other factors considered, for each Work Order

## 7 GLOSSARY

**Acceptance** – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Apparel** - means any clothing, headwear, linens or fabric.

**Apparel Contracts** - include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for vendors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

**Apparel Production** - includes the cutting and manufacturing of apparel products performed by the vendor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or RFQ** – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this RFQ issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

**Bid Opening Date** – The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Bid Security** - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

**Bidder** – An entity offering a Quote in response to the RFQ.

**Breach of Security** – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for purposes unrelated to the business or subject to further unauthorized disclosure.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order** – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Commercial off the Shelf Software** or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

**Customized Software** - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, "Customized Software" is not permitted to be sold to the State under the scope of this Contract.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

**Contractor** – The Bidder awarded a Contract resulting from this RFQ.

**Cooperative Purchasing Program** – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contract s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Cooperative Purchasing Participants** - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges

**Days After Receipt of Order (ARO)** – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

**Dealer/Distributor** – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the RFQ and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

**Deliverable** – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director's designee.

**Disabled Veterans' Business** - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

**Disabled Veterans' Business Set-Aside Contract** - means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

**Discount** – The standard price reduction applied by the Bidder to all items.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Hardware** – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

**Internet of Things (IoT)** - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

**Intrastate cooperative purchasing participants** - refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**Life cycle assessment** – The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

**Life cycle cost** – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

**Master Blanket Purchase Order (Blanket/Blanket P.O.) – A** Term Contract that allows repeated purchases from an awarded contract.

**Materials in Solid Waste** – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Mobile Device** - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

**Must** – Denotes that which is a mandatory requirement.

**Net Purchases** - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not ***NJSTART*** is used as part of the purchase process.

**No Bid –** The Bidder is not submitting a price Quote for an item on a price line.

**No Charge –** The Bidder will supply an item on a price line free of charge.

**Non-Public Data** - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**Percentage Discount or Markup -** The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

**Performance Security** - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

**Personal Data** means –

"Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

**Personally Identifiable Information or PII** - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**Post-Consumer Material** – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

**Pre-Consumer Material** – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

**Price List/Catalog** – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

**Procurement Bureau (Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of RFQs, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this RFQ.

**Protected Health Information** or **PHI** - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996,

P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Quasi-State Agency -** is 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, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

**Quick Reference Guides (QRGs)** – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the NJSTART Vendor Support Page.

**Quote –** Bidder's timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

**Quote Opening Date** - The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Recovered Material** – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

**Recycling** – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

**Recyclability** – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

**Request For Quotes (RFQ) –** This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

**Retainage** – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

**Revision** – A response to a BAFO request or a requested clarification of the Bidder's Quote.

**RMAN** – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

**Security Incident** - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:
For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).
For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**Small Business Set-Aside Contract** – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a

Contract when that portion has been so designated." N.J.S.A. 52:32-19.

**Software** - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

**Software as a Service** or **SaaS** - means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**State** – The State of New Jersey.

**State Confidential Information** - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**State Data** - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

**State Intellectual Property** – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**State-Supplied Price Sheet** – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

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

**Subcontractor** – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

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

**Third Party Intellectual Property** – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

**Unit Cost or Unit Price –** All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

**US CERT** – United States Computer Emergency Readiness Team.

**USEPA** – United States Environmental Protection Agency

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

**Vendor –** Either the Bidder or the Contractor.

**Vendor Intellectual Property** – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.

# State of New Jersey Standard Terms and Conditions

**(Revised September 1, 2022)**

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

## 1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

## 2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

### 2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting 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 sales of tangible personal property delivered into the State. 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 https://www.state.nj.us/treasury/revenue/busregcert.shtml.

### 2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

### 2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

### 2.4 ANTI-DISCRIMINATION

All parties to any contract with the State 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 thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

**2.5 AFFIRMATIVE ACTION**

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

**2.6 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.

**2.7 MACBRIDE PRINCIPLES**

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it 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-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

**2.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at https://www.state.nj.us/treasury/purchase/forms.shtml, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at https://www.state.nj.us/treasury/purchase/forms.shtml, shall be provided to the intended Contractor with the Notice of Intent to Award.

**2.9 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

**2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor 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 Departmentof 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 New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

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 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/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, 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/her 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/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

F. The provisions cited above in paragraphs 2.8A through 2.8E 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, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

**2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

**2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**

Pursuant to N.J.S.A. 54:49-19, 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.

**2.13 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.

**2.14 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.

**2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS**

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

**2.17 DISCLOSURE OF PROHIBITED ACTIVITINS WITH RUSSIA OR BELARUS**

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

## 3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

**3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

**3.2 PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 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 Contractor 's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

**3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

**3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS**

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged inthe performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' 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, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. 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; and
4. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

**3.5 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

**3.6 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 statute.

**3.7 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

**3.8 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

**3.9 DOMESTIC MATERIALS**

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

**3.10 DIANE B. ALLEN EQUAL PAY ACT**

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

**3.11 EMPLOYEE MISCLASSIFICATION**

In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

## 4.0 INDEMNIFICATION AND INSURANCE

**4.1 INDEMNIFICATION**

The contractor's liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - 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 which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;
B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

**4.2 INSURANCE**

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services orgoods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

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

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
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 $1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
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. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

This $1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

## 5.0 TERMS GOVERNING ALL CONTRACTS

### 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

### 5.2 RESERVED

### 5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall 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 term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

### 5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

### 5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

### 5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

### 5.7 TERMINATION OF CONTRACT

A. For Convenience:
   Notwithstanding any provision or language in this contract to the contrary, the Directormay terminate this contract at any time, in whole or in part, 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 or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., theDirector may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (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; and
D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**5.8 SUBCONTRACTING**

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

**5.9 RESERVED**

**5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity 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 shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

**5.11 PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor 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 contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
D. Sufficient quantities of parts necessary for proper service to equipment shall 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; and
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.

**5.12 DELIVERY REQUIREMENTS**

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
B. 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;
C. Items delivered must be strictly in accordance with the contract; and
D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

**5.13 APPLICABLE LAW AND JURISDICTION**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

**5.14 CONTRACT AMENDMENT**

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

**5.15 MAINTENANCE OF RECORDS**

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)**

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalfof its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
B. It shall advise the Attorney General of New Jersey:
    1. In advance of its intention to commence any action on its own behalf regarding anysuch claim or cause(s) of action; and
    2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

**5.17 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.

**5.18 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.

**5.19 ORGAN DONATION**

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

**5.20 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. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

**5.21 CLAIMS AND REMEDIES**

A. 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.
B. Nothing in this 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.
C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

**5.22 ACCESSIBILITY COMPLIANCE**

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

**5.23 CONFIDENTIALITY**

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
   (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
   (ii) pursuant to a lawfully issued subpoena or other lawful document request:
      (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
      (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

## 6.0 TERMS RELATING TO PRICE AND PAYMENT

**6.1 PRICE FLUCTUATION DURING CONTRACT**

Unless otherwise agreed to in writing 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 must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

**6.2 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.

**6.3 PAYMENT TO VENDORS**

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.

E. The Contractor shall have sole responsibility for all payments due any Subcontractor

**6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) 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 the MasterCard. Additional information can be obtained from banks or merchant service companies.

**6.5 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 60 days of the agency's receipt of a properly executed State Payment Voucher or within 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 shall 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.

**6.6 AVAILABILITY OF FUNDS**

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues 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 and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

**7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

**7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**7.3 PROCUREMENT OF RECOVERED MATERIALS**

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**7.4 EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

**7.6 COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program 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 Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

**EXHIBIT B - CONSTRUCTION CONTRACTS**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 toguarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
   (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    (i) The contactor or subcontractor shall interview the referred minority or women worker.
    (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at https://newjersey.usnlx.com/;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

# State of New Jersey Standard Terms and Conditions

**(Revised September 1, 2022)**

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT**

| | |
|---|---|
| Signature | Date |
| Print Name and Title | |
| Print Name of Contractor | |

# WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

**(Revised January 11, 2022)**

**STATE OF NEW JERSEY**
**DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230**

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

## I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS

### A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

### B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

### C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

## II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE

### A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

### B. 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 contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

### C. DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). 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. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using 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 the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

### D. COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

### E. CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

### F. PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. 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,

2. A certified or cashier's check drawn to the order of “Treasurer, State of New Jersey,” or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming “Treasurer, State of New Jersey,” as beneficiary.

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 the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

**G. RETAINAGE**

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor’s performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency’s project manager, if any, that all services have been satisfactorily performed.

**H. AUDIT NOTICE AND DISPUTE RESOLUTION**

To the extent the contractor’s proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State’s usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. AUDIT NOTICE – Notwithstanding anything to the contrary in the contractor’s proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State’s use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor’s notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor’s proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. AUDIT DISPUTE RESOLUTION -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as “Representative”) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. STATE NOT LIABLE FOR AUDIT COSTS -- Notwithstanding anything to the contrary in the contractor’s proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. NO AUDIT RIGHT CREATED -- In the event that the contractor’s proposal or Standard Form Agreement does not permit audits of the State’s usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

## III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

### A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

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

### B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
B. The Contractor's breach of its obligations of confidentiality; and
C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

## IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

### A. DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
    a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
    b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

**B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

**4.1 INDEMNIFICATION**

The Contractor's liability to the State and its employees in third party suits shall be as follows:

A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
   1. For or 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 products supplied under this Contract or the order; and
   2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
   3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.

B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
   1. procure for the State the legal right to continue the use of the product;
   2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
   3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

C. The State will:
   1. promptly notify Contractor in writing of the claim or suit;
   2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.

D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
   1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
   2. the State's unauthorized alteration or modification of any product supplied under this Contract;
   3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
   4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.

E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.

F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;

G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and

H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and

I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

## C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

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

## D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

### 4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
B. The Contractor's breach of its obligations of confidentiality; and
C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.
The Contractor shall not be liable for special, consequential, or incidental damages.

## E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

1. COTS and Customized Software
   a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
   b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
   c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
   d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.
2. Custom Software
   a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
   b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.

d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.

b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that 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. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.

d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. The contractor warrants that 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. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.

g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

### A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

   Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.

3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.

4. Security Incident and Breach of Security Responsibilities.
   a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
   b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
   c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
   d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5. Termination and Suspension of Service:
   a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
   b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
   c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
      1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
      2) 30 business days after the effective date of termination, if the termination is for convenience; or
      3) 60 business days after the effective date of termination, if the termination is for cause.

      After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

   d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.

   e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. Background Checks: The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.

7. Access to security logs and other reports: The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.

8. Service Level Audit: The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.

9. Data Center Audit: The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.

10. Change Control and Advance Notice: The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.

11. Security: The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.

12. Non-disclosure and Separation of Duties: The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.

13. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.

14. Responsibilities and Uptime Guarantee: The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.

15. Right to Remove Individuals: The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

    Business Continuity and Disaster Recovery: The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

**B. INDEMNIFICATION FOR SAAS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

**4.1 INDEMNIFICATION**

A. CONTRACTOR RESPONSIBILITIES - The Contractor's liability to the State and its employees in third party suits shall be as follows:
    1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
        i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and

iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and

iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.

2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

**B. INSURANCE FOR SAAS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

1. Professional Liability Insurance

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

2. Cyber Breach Insurance

   The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than $2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

**C. LIMITATION OF LIABILITY FOR SAAS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

**4.3 LIMITATION OF LIABILITY**

A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than $1,000,000. This limitation of liability shall not apply to the following:
   i. The Contractor's indemnification obligations as described in Section 4.1; and
   ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.

A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.

B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT**

Signature _____ Date _____

Print Name and Title _____

Print Name of Contractor _____

# INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY (DPA) TRANSACTIONS

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

**This checklist is only a guide to assist vendors in locating and compiling all required compliance forms for waivers and DPA transactions. Vendors are required to ensure that all compliance requirements have been met by doing the following:**

- **Completing the terms and categories tab in the NJSTART vendor profile;**
- **Uploading any forms that may be required to the attachments tab in the NJSTART vendor profile; or**
- **Completing and submitting to the forms to the agency.**

| | The information is available in *NJSTART* or the form has been submitted to the agency |
|---|---|
| STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS - For All Waivers and DPAs | ☐ |
| WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS – For use with Waivers and DPAs as applicable | ☐ |
| OWNERSHIP DISCLOSURE FORM | ☐ |
| DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR | ☐ |
| DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM | ☐ |
| TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS | ☐ |
| CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM | ☐ |
| MACBRIDE PRINCIPALS FORM | ☐ |
| PROOF OF BUSINESS REGISTRATION<br>You may register your business HERE or obtain a copy of the Business Registration Certificate HERE. | ☐ |
| CERTIFICATE OF INSURANCE / ACORD | ☐ |
| SOURCE DISCLOSURE FORM - To be used only where the contract is primarily for services | ☐ |
| CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3. | ☐ |
| PROOF OF AFFIRMATIVE ACTION COMPLIANCE - Submit one of the following | |
| NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT | ☐ |
| FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within one year of the submission) | ☐ |
| AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302) | ☐ |

**MASTER PLAN - Liberty State Park and Jersey Greenway**
**State Price Sheet**

| **VENDOR {BIDDER} NAME:** | | | | |
|---|---|---|---|---|
| | | | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** |
| | | | | |
| **Price Line** | **Description** | **Quantity** | **Unit** | **All-Inclusive Hourly Rate** |
| 1 | All-Inclusive Hourly Rate | 1 | Hour | |
| | | | | |
| **Staffing Rates by Title (% of expected contribution)** | | | | |
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# Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Created: July 21, 2020

**AMENDMENT No. 1**
**September 27, 2022**
**Master Plans & Designs – Liberty State Park and Greenway**

Per the review of the New Jersey Office of the State Comptroller and other input, the following amendments have been made to the RFQ for Master Plans & Designs – Liberty State Park and Greenway. Bidders are advised to refer to the updated RFQ here (link):

**Added Provisions**

- Renumbering of provisions generally to accommodate changes/deletions.
- Because this contract relies on State Fiscal Recovery Funding, added EO 166 Posting – added as Attachment 5.
- Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus Pursuant To P.L.2022, c.3. – added as new 3.5.9
- Insurance – added as new 3.7
- Bidders should be advised they are required to sign and submit the State of New Jersey Standard Terms and Conditions (SSTC) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions – added as new 3.7

Section 1.1 Purpose, Intent and Background

- Link to supplemental materials has been fixed in second paragraph.
- Waivered Contracts – added as Attachment 3.

Section 1.2 Order of Precedence of Contractual Terms

- Waivered Contracts Supplement to the SSTC mentioned along with the SSTC in the order of precedence.

Section 2.1 Question and Answer Period

- Q&A cut-off date added to RFQ cover sheet.

Section 3.1 Quote Submission

- Additional information as to where and how to submit quotes added.

Section 3.3 Bidder Additional Terms Submitted with the Quote

- Reference to Waivered Contracts Supplement to the SSTC added.
- Added statement clarifying that quotes, including Bidder proposed additional terms, may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion. If a Bidder intends to propose terms and conditions that conflict with the SSTC, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the question and answer procedure.

Section 3.5 Forms, Registrations and Certifications to be Submitted With Quote

- Added link where all forms can be found. https://www.state.nj.us/treasury/purchase/forms.shtml
- Added Checklist for Waivers – added as Attachment 3

Section 3.5.1 Offer and Acceptance Page

Removed form, not required to be submitted with quote.

Section 3.5.7 Confidentiality/Commitment to Defend

- Removed form, not required to be submitted with quote.

Sections 3.7, 3.8, 3.12, 3.13, 3.14, 3.15, 3.16, and 3.17

- Adjusted to be listed under Technical Quote.

Section 3.18 State Price Sheet Instructions

- State Price Sheet added as Attachment 4

Section 3.18.1 Delivery Time and Costs

- Removed language "All delivery times are as noted [in] RFQ Section 5.6 Delivery Time and Costs." as not applicable to this procurement.

Section 4.1 Master Plans & Designs

- Clarification added as to how Works Orders are generated and processed.

Section 5.1 Contract Term and Extension Option

- Updated contract term.

Section 5.1 Contract Transition

- Removed previous 5.1 section mention of contract transition.

Section 5.8 Contract Activity Report

- Removed section.

Section 6.10 Post Award Distribution of Work

- Added clarification of how work will be divided if multiple bidders are awarded contracts.

**Removed Provisions**

- Removed *State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire* and *Data Security Requirements* as not applicable to this procurement.

Section 6 Data Security Requirements

- Removed former section 6 on data security as not applicable to this procurement.

Section 8.3 Tie Quotes

- Removed provision on tie quotes.

Section 8.10 Recommendation for Award

- Removed mention of recommendation to Director of DPP for award.

**AMENDMENT No. 2**
**October 26, 2022**
**Master Plans & Designs – Liberty State Park and Greenway**

The following amendment has been made to the RFQ for Master Plans & Designs – Liberty State Park and Greenway. Bidders are advised to refer to the updated RFQ.

**Updated Due Date for Quotes:**

- Previous due date of 10/31/22 at 11:59 PM has been extended to 11/14/22 at 11:59 PM.

# Request for Quotes:
# Master Plans & Designs – Liberty State Park & Greenway
# Questions & Answers

**October 26, 2022**

## General

**Question:** Will the RFQ deadline be extended?
**Answer:** Yes. New deadline for quotes is 11/14 at 11:59pm.

**Question:** Without knowing what the work orders or the schedule are at this time would it be acceptable to submit a core team now and add sub-consultants as the work progresses?
**Answer:** Yes. Bidders should provide estimates to the best of their ability based upon previous work/experience on similar engagements. All the work to be performed will be within the parameters found in Section 4, Scope of Work. Subcontractors can be added as the work progresses, however their time billed must align with one of the accepted Staffing Rates by Title on the Price Sheet.

**Question:** For both Liberty State Park and the Greenway, one scope item is stated as "Development of detailed Designs to implement the master plan." Please clarify the intended scope and expectations for this item. For example, are these designs intended to be conceptual to further support the Master Plan, or is this a separate phase to develop designs for construction including site explorations and full multidisciplinary engineering? Can we assume that the quote requested is for Master planning for the two projects only; and that Design Documentation can be estimated at a later time based on the recommendations (new buildings, pavilions, park space, wetlands, etc.)? Please describe the level of desired detail intended for the scope item "development of detailed designs". Is this conceptual, design-development level documents, or full CDs for bidding? Is there an expectation around construction administration?
**Answer:** The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point.

## Section 1 – Introduction and Summary of the Request for Proposals

**Question:** The New Jersey Department of Environmental Protection is the using agency. The contract is issued through NJ Treasury, Division of Purchase and Property (NJSTART). Please confirm the contracting authority and the representative responsible to administer the contract for the State?
**Answer:** NJDEP is the contracting agency for this solicitation. Agency roles will be further defined once the contract has been awarded.

**Question:** Can you identify to the bidders who is evaluating the response to this RFQ on behalf of the State?
**Answer:** NJDEP will convene an internal review committee of experts experienced in procurement, planning and development projects.

**Question:** Do you anticipate a Technical Advisory panel or design review panel for review of project deliverables and who would be on that panel?
**Answer:** Yes. NJDEP will rely on its internal expertise to evaluate the sufficiency of any project deliverables provided by selected contractor(s) under the contract(s) awarded through this solicitation.

**Question:** Do proposals have to be made for both projects, or can proposals be made for either the Greenway or Liberty State Park?
**Answer:** Bidders may choose to pursue the Greenway, Liberty State Park, or both.

## Section 1.1 – Purpose, Intent and Background

**Question:** Can you please clarify the language and intent of the phrase "one-or-more qualified Bidders"? If NJDEP decided to move forward with one or more qualified Bidders, would each Bidder be assigned to a specific project (i.e., Liberty State Park or The Greenway), or is the intent to have a bench of Bidders whereby services will be solicited as "Work Orders" as needs for either project arise?
**Answer:** As noted in Section 6.10 Post Award Distribution of Work, NJDEP will conduct a mini-bid process with all awarded contractors to distribute a Work Order with selected contractors provided the option to participate in any or all mini-bid processes.

**Question:** Please clarify the contradictory statement (last paragraph above 1.2 Order of Precedence of Contractual Terms) *"The State of New Jersey Standard Terms and Conditions (SSTC) included with the RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise."* This statement suggests that the RFQ takes precedence over the terms and conditions of the SSTC, which are additional. Whereas the following section directly below this language in, '1.2 Order of Precedence of Contractual Terms', indicates that the order of contractual precedence, should there be a contradiction of terms and conditions, holds that the SSTC ranks higher (2nd) in precedence to the RFQ (3rd). Kindly confirm and amend as needed to remove any ambiguity surrounding the determining authority.
**Answer:** The order of precedence as identified in Section 1.2 shall apply to this solicitation.

# Section 3 – Quote Submission Requirements

## Section 3.1 – Quote Submission

**Question:** Is there a limit on the size of files emailed to NJDEP? Are we allowed to prepare a digital link on dropbox that contains our response?
**Answer:** Email submissions are limited to 50MB per email. Submissions may be provided in multiple emails with indication of their order (i.e., 1 of X) to ensure complete submittal. Alternatively, bidders may submit quotes via shared link (dropbox, etc.) to greenway@dep.nj.gov, ensuring the files are accessible to anyone with the link.

## Section 3.4 – Quote Content

**Question:** This section lists that the forms are required in the response attachments. Do the forms need to be included if they are filled out on NJ START?
**Answer:** All forms that can be completed in NJSTART should be completed in NJSTART and do not need to be submitted with the proposal. An active and current registration in NJSTART is a requirement to receive an award.

## Section 3.5 – Forms, Registrations and Certifications to be Submitted with Quote

**Question:** Do the intended subcontractors need to submit the forms within this section? If so, will they need to submit them on NJ START?
**Answer:** No, subcontractors do not need to complete the vendor forms. All intended subcontractors must provide a valid Business Registration Certificate to the prime Contractor who will include with their proposal to NJDEP.

**Question:** If it is a nonprofit contactor, do they need to provide the same documentation as for-profit contactor?
**Answer:** Non-Profit organizations intending to submit a proposal in direct response to this solicitation must complete all forms and register on NJSTART. Non-Profit organizations are not required to provide a Business Registration Certificate. If a bidder intends to use a non-profit organization as a subcontractor, the non-profit organization does not need to complete the vendor forms, nor do they need to provide a Business Registration Certificate.

**Question:** If it is a nonprofit contactor, do they need to provide the same registration documentation as for-profit contactor?
**Answer:** Non-Profit organizations intending to submit a proposal in direct response to this solicitation must complete all forms and register on NJSTART. Non-Profit organizations are not required to provide a Business Registration Certificate. If a bidder intends to use a non-profit organization as a subcontractor, the non-profit organization does not need to complete the vendor forms, nor do they need to provide a Business Registration Certificate.

## Section 3.6 – Technical Quote

**Question:** Please describe what is expected in "technical approach and plans". Should this describe specific scope and deliverables or a higher level description of project phases, goals and general activities?
**Answer:** DEP is primarily focused on assessing qualifications and experience of bidders through this solicitation as a method to pre-qualify contractor(s) necessary to complete the variety of tasks identified in the solicitation. As such, high-level descriptions are appropriate and detailed plans are not necessary for a responsive bid.

**Question:** Are the firm references to be provided in section 3 (Organizational Experience) of the Technical Quote supposed to be the same as the project references provided in section 7 (Experience with Contracts of Similar Size and Scope)? If so, may we direct the reviewers to section 7 for our firm references?
**Answer:** References provided in response to either section is at the discretion of the bidder. Bidder should provide the level of detail they feel appropriate to demonstrate the capability to effectively manage this project.

**Question:** Will you be supplying what the State requirements for "personnel levels" are in effort to level labor categorization between bidders, or does this requirement fall upon how we individually measure our labor requirements within the company?
**Answer:** Bidders should use their individual staffing/personnel titles and provide levels of effort they feel will allow them to effectively manage any aspects of this project. DEP's approach to pre-quality bidders to participate in a mini-bid process for discrete work orders is expected to provide various levels of work and complexity that will be suited to bidders of different sizes and staffing levels.

**Question:** Must all the contract/example projects highlighted in the resumes of subcontractors as well as primary contractor include a reference?
**Answer:** All projects that the bidder includes as demonstrating experience with contracts of similar size and scope must include a minimum of two (2) names and telephone numbers of individuals for the contracting party. Projects used to demonstrate subcontractor ability do not need to include reference information but must include all required information as required on the Subcontractor Utilization Plan.

**Question:** The RFP requires that offerors provide financial statement. Many privately held corporations do not publish annual reports as they do not meet the Securities and Exchange (SEC) Act of 1934 requirement to publicly file such financial statements with the SEC and various states and tangentially are not required to disclose creditor information. Rather than providing these reports/letter, would the Authority consider alternative paperwork confirming the privately held organization's total gross revenues, shareholders' equity, comprehensive income, and working capital; last year's tax return and affirming that our organization has sufficient financial assets to perform this contract?
**Answer:** A privately held corporation should submit certified financial statements, either audited or reviewed by an independent Certified Public Accountant or accounting firm. These financial statements should include, at a minimum, a balance sheet, profit and loss statement, statement of cash flows and all applicable notes. The submitted financial statements should be from the bidders most recent fiscal year.

## Section 3.7 – State of New Jersey Standard Terms and Conditions, As Supplemented

**Question:** Should our response to the State of New Jersey Standard Terms and Conditions (Attachment 1), Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Attachment 2), and proof of insurance be included as the first sections of the Forms attachment, as an appendix to the Technical Quote, or as the ninth ($9^{th}$) section of the Technical Quote?

**Answer:** NJDEP does not have a preference where in the proposal these forms are included.

**Question:** Although the Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions (Attachment 3) is referenced in this section, can we cross-reference the Forms attachment and include this checklist there to fulfill this requirement?
**Answer:** Yes. All potential bidders must register in NJSTART and complete the application forms.

## Section 3.8 – State Price Sheet Instructions

**Question:** Please provide clarity on the definition of "single, all-inclusive hourly rate" as defined in the RFQ.
**Answer:** As defined in Section 7 Glossary, "All-Inclusive Hourly Rate" is an hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Question:** Does the Price Line indicate the number of people on the proposed team holding the title?
**Answer:** The number of people working in each title does not need to be provided on the Price Sheet. This should be calculated as part of the estimated overall contribution percentage (%) for that title against the total work effort of the project across all titles. This information is intended to provide context for the proposed all-inclusive hourly rate.

**Question:** In the State Price Sheet, is the "(% of expected contribution)" supposed to refer to the overall contribution percentage (%) for that title against the total scope of the project?
**Answer:** Yes, that is correct.

**Question:** Should/can the State Price Sheet be split up into year one and year two?
**Answer:** It is at the bidder's discretion as to how many Price Sheets they want to submit.

**Question:** The State Price Sheet furnished with the RFP on page 57 states, "Refer to Bid Solicitation Section 3.18 for Bidder Instructions." There is no Section 3.18 in the RFQ. Please clarify if there is an additional section missing in the RFQ, or if this is meant to be Section 3.8.
**Answer:** This was meant to be Section 3.8.

## Section 4.0 – Scope of Work

**Question:** Is all right-of-way secured for the entire Greenway corridor? Is NJDEP the owner/administrator for all land and structures in the corridor, or will the selected consultant need to assist with property acquisitions?
**Answer:** NJDEP acquired the 8.6 miles of the Greenway in August 2022. Selected consultant will work in collaboration with NJDOT and NJ Transit due to current and future projects impacting portions of the Greenway.

**Question:** What agency will be the ultimate owner/operator of Liberty State Park and the Greenway?
**Answer:** NJDEP owns and operates/will operate Liberty State Park and the Greenway.

**Question:** What is the status of environmental and regulatory permits and approvals at Liberty State Park and the Greenway?
**Answer:** All projects have their own requirements and associated permits depending on their nature and scope. NJDEP is unable to generalize at this time.

**Question:** Is there an existing Master Plan or Vision to guide the selected Design Team?
**Answer:** At present, documents intended to guide bidders are hosted at https://nj.gov/dep/parksandforests/parks/thegreenway.html.

**Question:** Is there visitor research data for Liberty State Park that will be provided to the successful bidder?
**Answer:** Basic Liberty State Park attendance data for the last several years is available and may be provided to the successful bidder.

**Question:** For LSP, are the Central Railroad Terminal Building and railways part of the scope, such as preservation and programming?
**Answer:** Yes.

**Question:** For LSP, is there a stakeholders list established?
**Answer:** Department staff will provide a foundation for a stakeholder list.

**Question:** Is there an estimated project budget for each of the two projects (LSP and EHG)?
**Answer:** There is no set budget for this project. NJDEP has identified several potential sources to fund this work and the budget will be driven by the individual Work Orders.

**Question:** Is there any timeline for both projects and any milestones or funding requirements related to project progress?
**Answer:** Specific timelines for completion will be guided, in part, by the work conducted by the selected contractor(s). The term of the contract(s) awarded under this solicitation will start on or about 1/1/23, with a base term of two years and two optional one-year extensions. Total contract length could be four years, end on 12/31/26.

**Question:** Is visitor journey mapping (how visitors use the Greenway and Liberty State Park together) an expected scope for this project?
**Answer:** Bidders are not expected to develop a visitor journey map for this RFQ.

**Question:** Are there specific climate projections (time horizon/scenario) that should be informing this work?
**Answer:** See NJDEP's Scientific Report on Climate Change (https://www.nj.gov/dep/climatechange/docs/nj-scientific-report-2020.pdf) and Sea-Level Rise Guidance for New Jersey (https://www.nj.gov/dep/bcrp/resilientnj/docs/dep-guidance-on-sea-level-rise-2021.pdf).

**Question:** The RFQ describes the scope of work as a *master plan for the Essex Hudson Greenway with a development of detailed designs to implement the master plan*. The EHG project property has numerous bridges. Are all bridge designs/rehabilitation expected to be taken to the level of detailed design?
**Answer:** No. NJDEP will work cooperatively with NJ Transit as to bridge rehabilitation. For master planning purposes quotes can assume connectivity of the entire 8.6-mile Greenway.

**Question:** The RFQ does not mention cost estimating services. Will this be included in the scope? What level of detail does NJDEP expect for the "funding needs and opportunities" part of the master plan development?
**Answer:** A general overview of funding needs and opportunities is anticipated at the master plan phase with detail set forth in specific Work Orders issued under the anticipated contract(s).

**Question:** The RFQ describes scope to facilitate a master plan for phased development of the Greenway. Please provide more information on what phasing means in this context.
**Answer:** NJDEP anticipates developing and opening the Greenway to the public in sections, as opposed to all 8.6 miles simultaneously. The end points of each segment are yet to be determined and will be guided, in part, by the work conducted out of this solicitation. Consultant(s) will need to take into consideration environmental constraints, bridge rehabilitation, and other State priority projects, and more, when developing the phased development.

**Question:** Will NJDEP develop a designated task force for each project to provide direction to chosen team in regard to design direction and community outreach approach?
**Answer:** Yes.

## Section 4.1 – Master Plans & Designs

**Question:** Please describe how the work orders will relate to the proposed scope of services and technical approach detailed in the submission. Will the work orders be for phases of the proposed approach, or could they be outlined through a separate process by NJDOT?
**Answer:** DEP anticipates issuing Work Orders for discreet tasks outlined in the scope of services, most likely in a phased approach towards the ultimate development of comprehensive master plans for the selected properties.

## Section 6 – Quote Evaluation and Award

**Question:** Given the complex, multi-faceted challenges to be addressed by this project, a multidisciplinary team is required to deliver the scope of work. The level of effort will vary during different phases of the project. A single all-inclusive hourly rate may not be commensurate with the level of effort required at different stages of the project, should separate Work Orders be issued. As such, it should be permitted to adjust the hourly rate used for mini-bids based on the final scope of the Work Order from NJDEP.
**Answer:** Bidders should provide on their Price Sheet all possible titles and all-inclusive hourly rates that could be used on this project. The proposals will be evaluated on this cost, among other factors. There will not be an opportunity later in the contract to amend these rates. If the bidder feels that costs may increase over time, they can submit Price Sheets for all years included in the term of the contract.

**Question:** Please provide further details on the contract format, specifically, will a firm or firms be retained to provide specific services in a phased approach?
**Answer:** Contractor(s) selected for this contract will be able to bid on future Work Orders as noted in Section 6.10 Post Award Distribution of Work. Please note that contractor(s) selected in response to this RFQ are not guaranteed any work; they are guaranteed the ability to bid on future Work Orders developed under the Scope of Work of this RFQ.

## Attachment 1 – State of New Jersey Standard Terms and Conditions (9/1/2022)

**Question:** Are all prime consultants proposing on this Project [MASTER PLANS & DESIGNS – Liberty Park and Greenway] required to sign the 'Waivered Contracts Supplement'?
**Answer:** Yes.

**Question:** Can you please clarify what the NJDEP standard disadvantage business goal is and whether it applies to this project. If the standard goal does not apply, can you please provide the disadvantage business goal for this work?
**Answer:** NJDEP strives to contract with Small, Minority/Woman-Owned and Veteran/Disabled Veteran Owned Business Enterprises when possible. While there is no contractual set-aside goal for this particular project, the disadvantage business certification status of the bidder and/or their intended subcontractors will be included when evaluating the proposals and associated Price Sheets.

**Question:** Is there an SBE/MBE/WBE/SDVOB requirement %? Is there a set-aside goal for these projects? Or will this be determined on a Work Order basis?
**Answer:** NJDEP strives to contract with Small, Minority/Woman-Owned, and Veteran/Disabled Veteran Owned Business Enterprises when possible. While there is no contractual set-aside goal for this particular project, the disadvantage business certification status of the bidder and/or their intended subcontractors will be included when evaluating the proposals and associated Price Sheets.

## Attachment 2 – Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

### II – Additions to the Standard Terms and Conditions for Waivered Contracts, as Applicable

**Question:** Is this Project [MASTER PLANS & DESIGNS – Liberty Park and Greenway] considered a 'Waivered Contract' OR should prime consultants omit Section II in its entirety or in part?
**Answer:** Yes, this contract will be awarded as a Waivered Contract.

**Question:** Will subcontractors need to provide any performance security or performance bonding for this project?
**Answer:** No.

**Question:** What % is the minimum requirement?
**Answer:** Retainage will not be applicable to this contract.

### III – Additions to the Standard Terms and Conditions for Professional Service Contracts

**Question:** How should we present our proposed modifications to this section?
**Answer:** They can be prepared as a separate attachment included with the bidder's proposal.

## Requests to Change Terms and Conditions

Potential bidders made requests to change terms and conditions. NJDEP discussed all requests and will reject the following:

- In order to align with insurance cover, we would request to tie the indemnification obligation to proportionate fault, reimburse reasonable attorneys fees in accordance with proportionate fault and remove the duty to defend, and agree to a limited number of indemnified parties.
- Will you entertain revisions to key clauses in the contract? For example: (i) The indemnity is not negligence based and includes an unqualified duty to defend, (ii) there are performance guarantees, (iii) no limitation of liability or consequential damage waiver.
- As these Exhibits contain multiple terms that are not applicable to the professional engineering services proposed by subconsultant herein, and as such, any submission by consultant is for the limited purpose of confirming it will not violate the equal employment provisions applicable to consultant's proposed services.
- If awarded the Project, the Prime Consultant and Subconsultant will provide a COI demonstrating the limits of insurance listed in this Section upon terms that are consistent with what is typical and customary for professional planning, architecture, and engineering firms performing the same or similar services in New Jersey. Is this acceptable? *Notwithstanding any provision, the Contractor shall provide all Services under this Agreement in accordance with the professional skill and care customarily exercised by properly qualified professional engineering consultants within its industry performing the same services, in the same locale and acting under similar conditions and circumstances ("Standard of Care").*
- As these Exhibits contain multiple terms that are not applicable to the professional engineering services proposed by subconsultant herein, and as such, any submission by consultant is for the limited purpose of confirming it will not violate the equal employment provisions applicable to consultant's proposed services.
- As a professional planner, architect, and/or engineer who does not perform any of the actual construction work, The Bidder requests this Paragraph be deleted in its entirety as inapplicable to the services proposed by The Bidder herein.
- Will these terms apply to only the prime consultant or also to the subconsultants on this project? If chosen, The Bidder will seek to negotiate a suitable limitation of liability so that its potential liability exposure is proportional to its scope of services and fee. The Bidder recommends the inclusion of a mutual waiver of consequential damages.
- To avoid insurability issues, consultant proposes services will be rendered without any guarantee and/or warranty, whether express or implied. Is this acceptable?
- The Bidder respectfully requests that the exclusion stated within Section 4.3, Sub-Paragraph A be deleted in its entirety and replaced with the following: *A Third Party claim, demand, loss, damage or expense relating to bodily injury or the*

*death of any person or damage to real property or tangible personal property arising from the services provided by Contractor herein.*

- To avoid insurability issues, with regard to the amended Section 4.1, The Bidder typically does not provide indemnification obligations for acts not tied to its negligence (*i.e.,* breach, willful misconduct, or infringement) or for defense obligations, but can agree to reimburse for reasonable attorney's fees to the extent of its fault.
- If awarded the Project, and to avoid insurability issues that can arise from performance guarantees, The Bidder respectfully requests that the supplemental wording to Section 5.11, be delete in its entirety as inapplicable to the services proposed by The Bidder herein.
- If awarded the Project, The Bidder respectfully requests that the supplemental wording included in this Article be deleted in its entirety as inapplicable to the services proposed by The Bidder herein.
- If awarded the Project, The Bidder respectfully requests that the following provisions be added to any agreement governing the services proposed by The Bidder herein:
    - The Bidder *shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by* The Bidder.
    - The Bidder *shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.*

# Miscellaneous

## Deadline for Submission

**Question:** Will the RFQ deadline be extended?
**Answer:** Yes. New deadline for quotes is 11/14 at 11:59pm.

**Question:** Will DEP consider a pre-proposal meeting?
**Answer:** The RFQ process does not provide for pre-proposal meetings.

## Stakeholdering & Community Engagement

**Question:** Can you provide an estimated level of effort that the consultant would provide for the stakeholder engagement task?
**Answer:** NJDEP expects Consultant to engage in robust community stakeholder engagement, including, but not limited to, hosting public meetings, holding charrettes, and remaining transparent with the community on design and development decisions and timelines.

**Question:** What role will NJDEP play in the stakeholder process (i.e., facilitator, host and/or participant?)
**Answer:** DEP will coordinate and participate with consultant on all stakeholder engagement.

**Question:** Is there an estimate of how much community engagement is envisioned for each project?
**Answer:** As much as is necessary to inform decision making.

## Other / Uncategorized

**Question:** Will NJDEP be the lead client agency?
**Answer:** Yes.

**Question:** Do you anticipate selecting multiple firms for the contract?
**Answer:** NJDEP will make this determination after all proposals have been received and evaluated.

**Question:** Do you anticipate a Technical Advisory panel or design review panel for review of project deliverables and who would be on that panel?
**Answer:** Yes. Panel makeup is unknown at this time.

**Question:** The RFP states the bid will be posted to NJSTART, however, we have been unable to locate it within the procurement site. Is this something you could assist us with?
**Answer:** The RFQ is not available through NJSTART. Potential bidders should access NJSTART to ensure they are registered and current on all required vendor forms. All proposals should be submitted as indicated in the RFQ to greenway@dep.nj.gov.

**Question:** Is the phasing strategy for the greenway established, or would it come out of the master planning effort?
**Answer:** The phasing strategy is expected to be established through the master planning effort.

**Question:** Is there a preference for an engineering lead? Or a design lead?
**Answer:** No preference.

**Question:** Can a team choose to pursue only one of the two projects described in this RFP, or are both projects required to be pursued?
**Answer:** Bidders may choose to pursue the Greenway, Liberty State Park, or both.

**Question:** The Greenway will cross multiple jurisdictions, including two counties, NJDOT, and NJTA. Has there been a memorandum of understanding regarding which design standards will apply for the project?
**Answer:** No, but the master planning process will be anticipated to propose what design standard should apply.

**Question:** What is the anticipated NEPA environmental document required for the Greenway project?
**Answer:** Unknown.

**Question:** How many awards are envisioned for this RFQ?
**Answer:** DEP will determine the appropriate number of awards based on the responses received.

**Question:** Is there a construction budget for the Greenway project?
**Answer:** No, the master planning process is expected to inform future construction budgets.

**Question:** How does this project intersect with the Liberty State Park Natural Resource Restoration Project described on the NJDEP ONRR website (https://www.nj.gov/dep/nrr/restoration/liberty-state-park.html)?
**Answer:** The work conducted in accordance with this solicitation will be intended to harmonize with the LSP interior restoration project.

**Question:** The Request for Quotes references the interior restoration project (Pages 2 and 12). Can you clearly define this project area and project limits on a map?
**Answer:** The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point. Additional information, such as what is referenced here, will be provided farther in the process.

**Question:** Page 12 of the RFP mentions “Development of detailed Designs to implement the Master Plan” for both Liberty State Park and the Greenway. Can you elaborate on the level of design expected (i.e., conceptual, 30%, 60%, 90%, 100%) and if permitting / regulatory compliance would be required.

**Answer:** The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point. Additional information, such as what is referenced here, will be provided farther in the process.

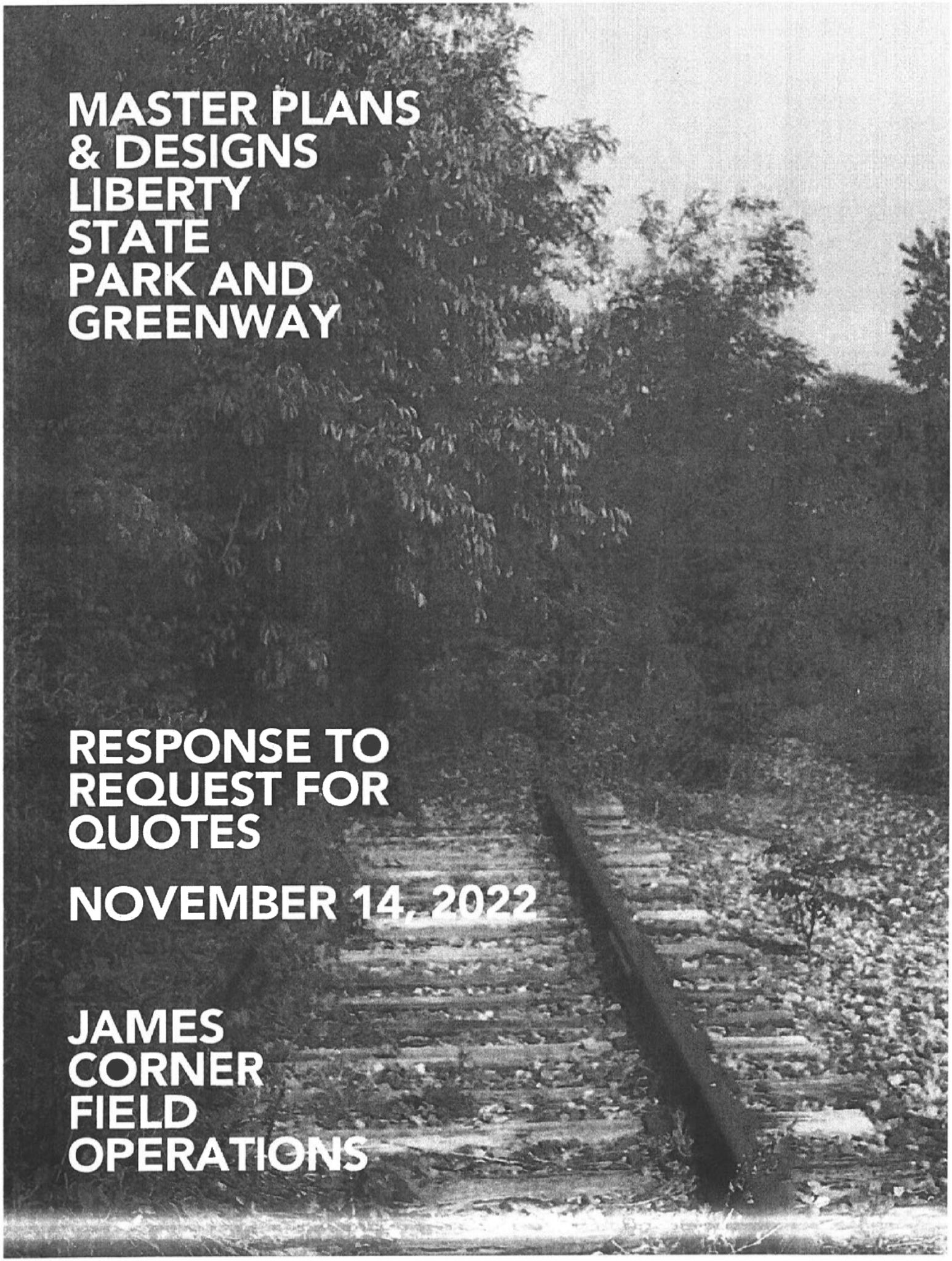
**Question:** If 100% engineering and permitting is expected, it can be difficult to provide an exact price for design without having the Master Plan completed. Would it be acceptable to include costs with assumptions with an opportunity to amend the cost proposal once the Master Plan is completed? Alternatively, could rates be provided in lieu of a detailed cost proposal for this item?
**Answer:** This RFQ is seeking all-inclusive hourly rates for all titles that could potentially be used by a bidder. Actual time and effort quotes will only be required on Work Orders that will be issued for future work under this RFQ through the mini-bid process. Bidders should identify all assumptions that inform its all-inclusive hourly rate.

**Question:** The State Supplied Rate Sheet does not have any Labor Categories to price. Should the Bidders provide their own Labor Categories and rates for those?
**Answer:** Yes.

**Question:** Are the Required Forms needed from only the Prime Consultant or do sub-consultants need to complete any/all of the forms?
**Answer:** Only the prime contractor needs to complete the required vendor forms. Any/all subcontractors will need to provide a Business Registration Certificate to the prime contractor, if applicable.

**Question:** What will be the role of the Liberty State Park Design Task Force will be part of the Client Team?
**Answer:** The Liberty State Park Design Task Force will inform DEP efforts in conjunction with the selected contractor(s).

**Question:** Will there be a site visit?
**Answer:** A site visit is not provided for as part of this RFQ process.

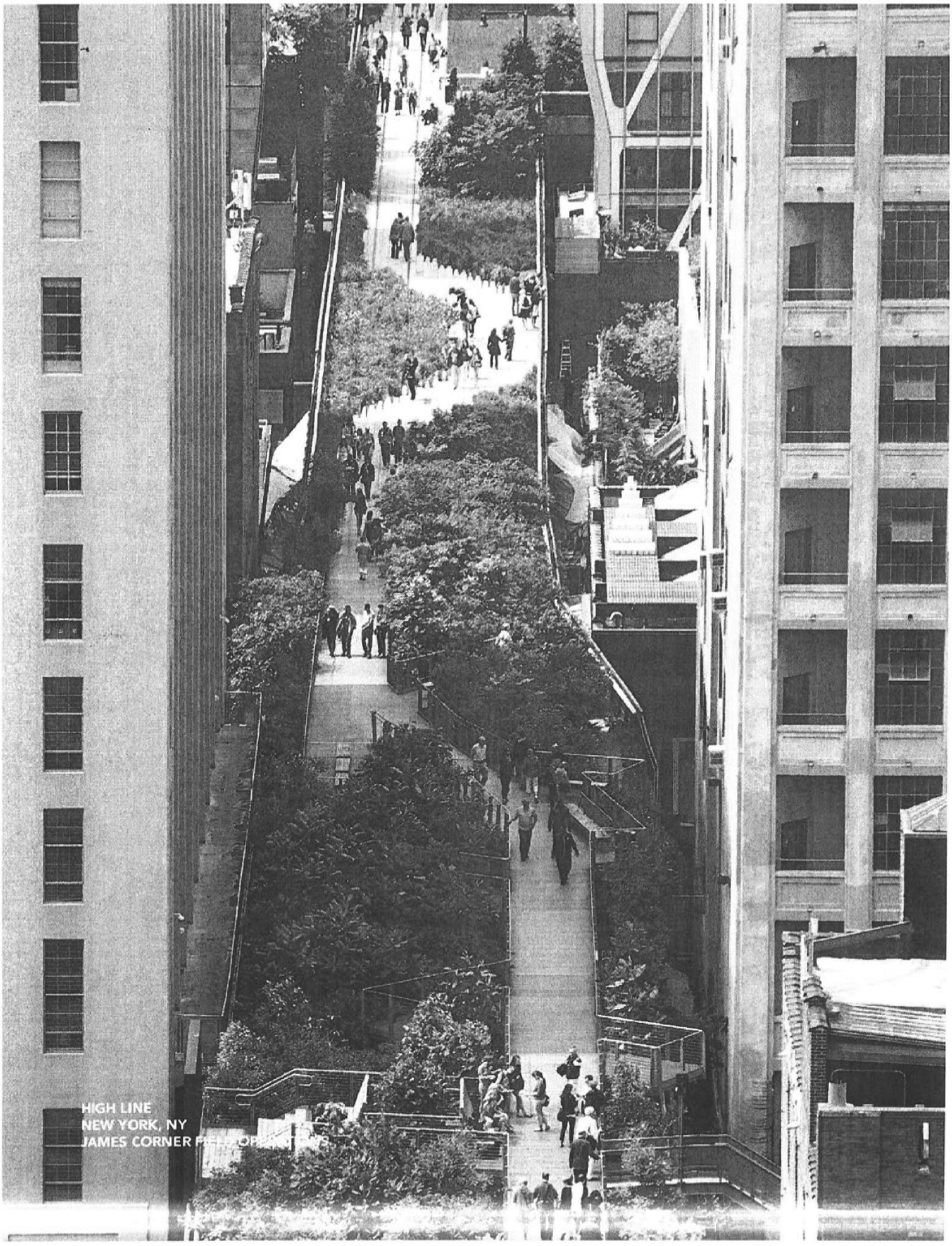


# MASTER PLANS & DESIGNS LIBERTY STATE PARK AND GREENWAY

## RESPONSE TO REQUEST FOR QUOTES

## NOVEMBER 14, 2022

## JAMES CORNER FIELD OPERATIONS



HIGH LINE
NEW YORK, NY
JAMES CORNER FIELD OPERATIONS

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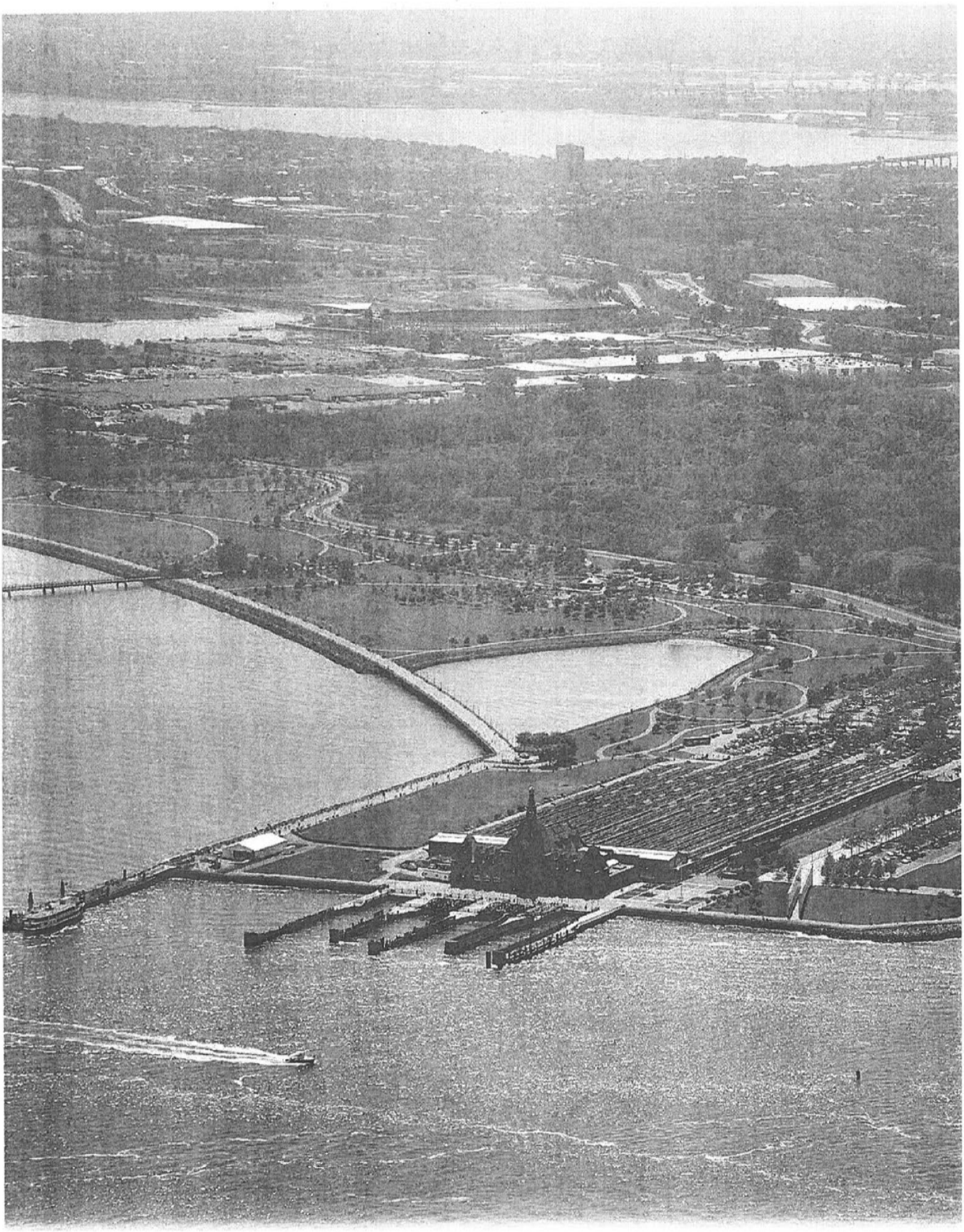
## 3.7 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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JAMES
CORNER
FIELD
OPERATIONS

November 14, 2022

New Jersey Department of Environmental Protection
State of New Jersey
Department of Environmental Protection
401 E. State Street, Mail Code 401-07
Trenton, NJ 08625-0420

Dear New Jersey Department of Environmental Protection and Liberty State Park and Greenway Evaluation Committee,

It is with great pleasure that we submit our response for the Master Planning & Design of both (1) Liberty State Park; and (2) the Greenway.

This RFQ is an extraordinary opportunity to be part of a forward-thinking and holistic vision that will serve the North Jersey communities and provide them with an equitable, resilient, and vibrant future.

We are passionate about the potential these projects have to create amazing and unique year-round destinations for everyone and to connect people to nature, the waterfront and each other. We are inspired by the unique assets of these Parks—the 1,200 acres Liberty State Park situated where the Hudson River meets the Upper New York Bay, and the 9-miles of abandoned rail corridor in Essex and Hudson Counties—and the Department's overall vision and ambition for the parks to achieve their "full potential" through a world-class, community-based, adoptable, and fundable Master Plan. These projects resonate deeply with our design philosophy and previous experience.

We are known for leading complex, multi-disciplinary planning and public realm projects that address climate change, resiliency, access, and equity in the region, nationally and around the world. We learn from every engagement, collaboration, and site we work on. What makes us unique is our ability to establish a compelling vision, which is grounded in place, speaks to a broad audience, is implementable, technically feasible, and delivered on time and on budget.

James Corner Field Operations has been reshaping public spaces and waterfronts locally and around the world for over twenty years. Our experience includes the successful completion of large-scale master plans and implemented designs for:

- **large parks** such as: Freshkills Park, Staten Island, NY; Presidio Tunnel Tops, San Francisco, CA; Shelby Farms Park, Memphis, TN; Great Falls Park, Paterson, NJ; South Park Plaza at Queen Elizabeth Olympic Park, London, UK; Guiwan Park, Shenzhen, China; and Taopu Central Park, Shanghai, China
- **waterfronts** such as: Riverfront Park, Newark, NJ; Domino Park, Brooklyn, NY; Central Waterfront, Seattle, WA; Hudson River Park's Gansevoort Peninsula, New York, NY; South Street Seaport, Pier 17, New York, NY; Race Street Pier and Connector, Philadelphia, PA; and Navy Pier, Chicago, IL
- **greenways** such as: the High Line, New York, NY; The Underline, Miami, FL; Elliott Bay Seawall and Public Realm, Seattle, WA; and Georgetown Canal Plan, Washington, D.C.
- **natural resources conservation and ecological restoration** such as: Freshkills Park, Staten Island, NY; Muscota Marsh, New York, NY; Elliott Bay Seawall and Public Realm, Seattle, WA; Cornell Tech Campus, New York, NY; and Middle Branch Waterfront Master Plan, Baltimore, MA

We are out-of-the-box thinkers; iterative, thoughtful and imaginative designers; well-organized and resourceful project managers; and effective and inventive communicators—all necessary skills for a project of this magnitude. Our working style is iterative, inclusive, open, and conversational.

In this RFQ, we propose a teaming strategy that consists of forming a Core Team we believe has the required knowledge and experience to provide a solid framework plan for the project. Field Operations will work collaboratively with New Jersey Department of Environmental Protection to determine any necessary additional consultants and provide recommendations of specific consultants best-suited for each Work Order, as necessary. This strategy will allow us to respond specifically to each Work Order issued during the Contract Term by engaging the right specialties to conduct the activities that will facilitate the creation of the Master Plans and Designs.

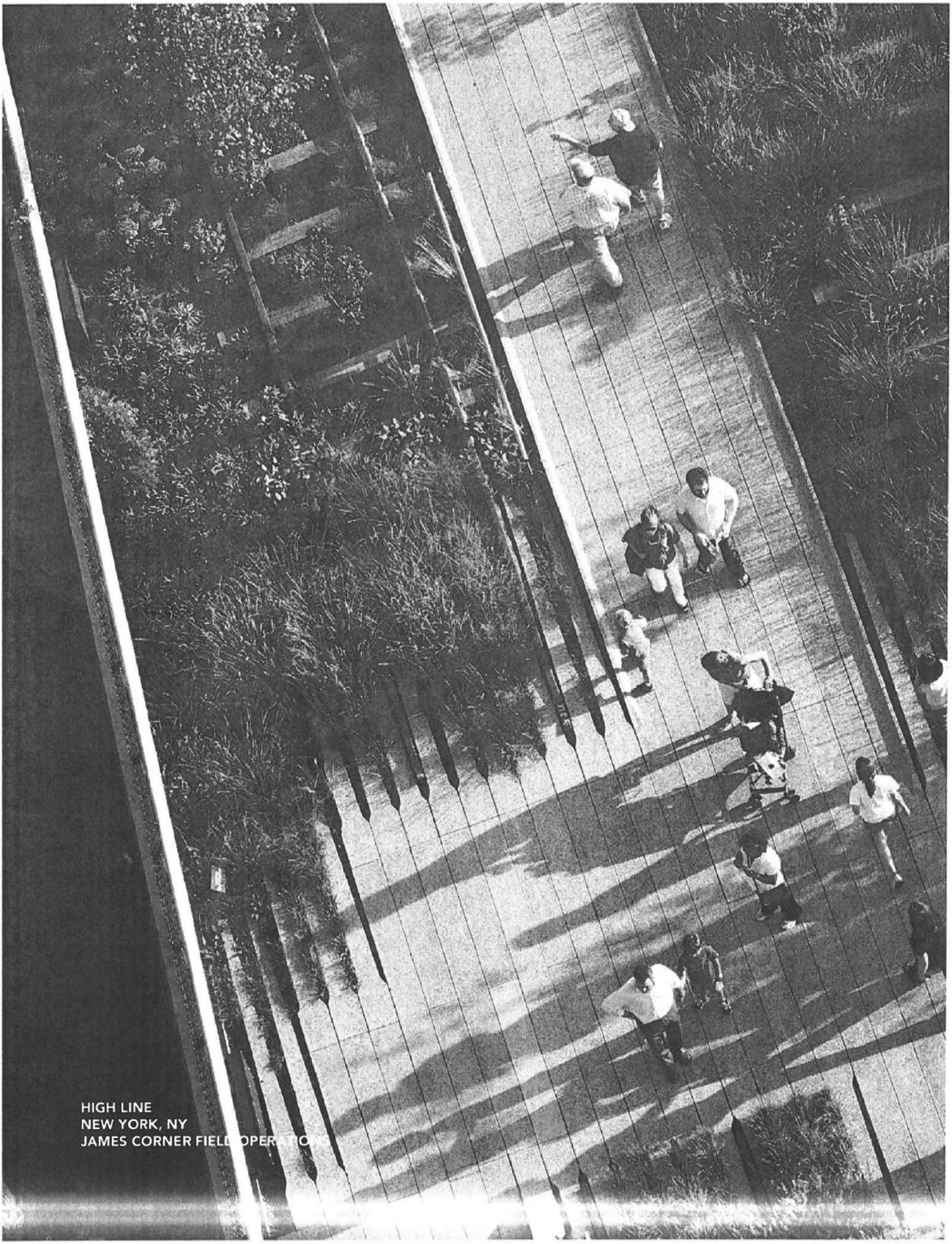
Our Core Team—Langan for Civil, Stormwater Management, and Permitting; Toole for Multi-Modal Transportation and Greenway Planning; Biohabitats for Ecological Restoration and Natural Resources Conservation; and nARCHITECTS for Architecture—brings deep knowledge of the area alongside expertise in signature large park, waterfront, and greenway design, natural resources conservation and ecological restoration, resiliency planning, mobility, creative engagement, diversified programming, and equitable development. Field Operations has frequently collaborated with these team members for parks of prominence and significance, especially in the region.

On behalf of our team, we are honored to submit for this RFQ and very much hope to have the opportunity to work with the New Jersey Department of Environmental Protection, the communities around the project, and the project's many Stakeholders, to create one-of-a-kind destinations—visionary, resilient, sustainable, technically sound, implementable, community-driven, and grounded in place.

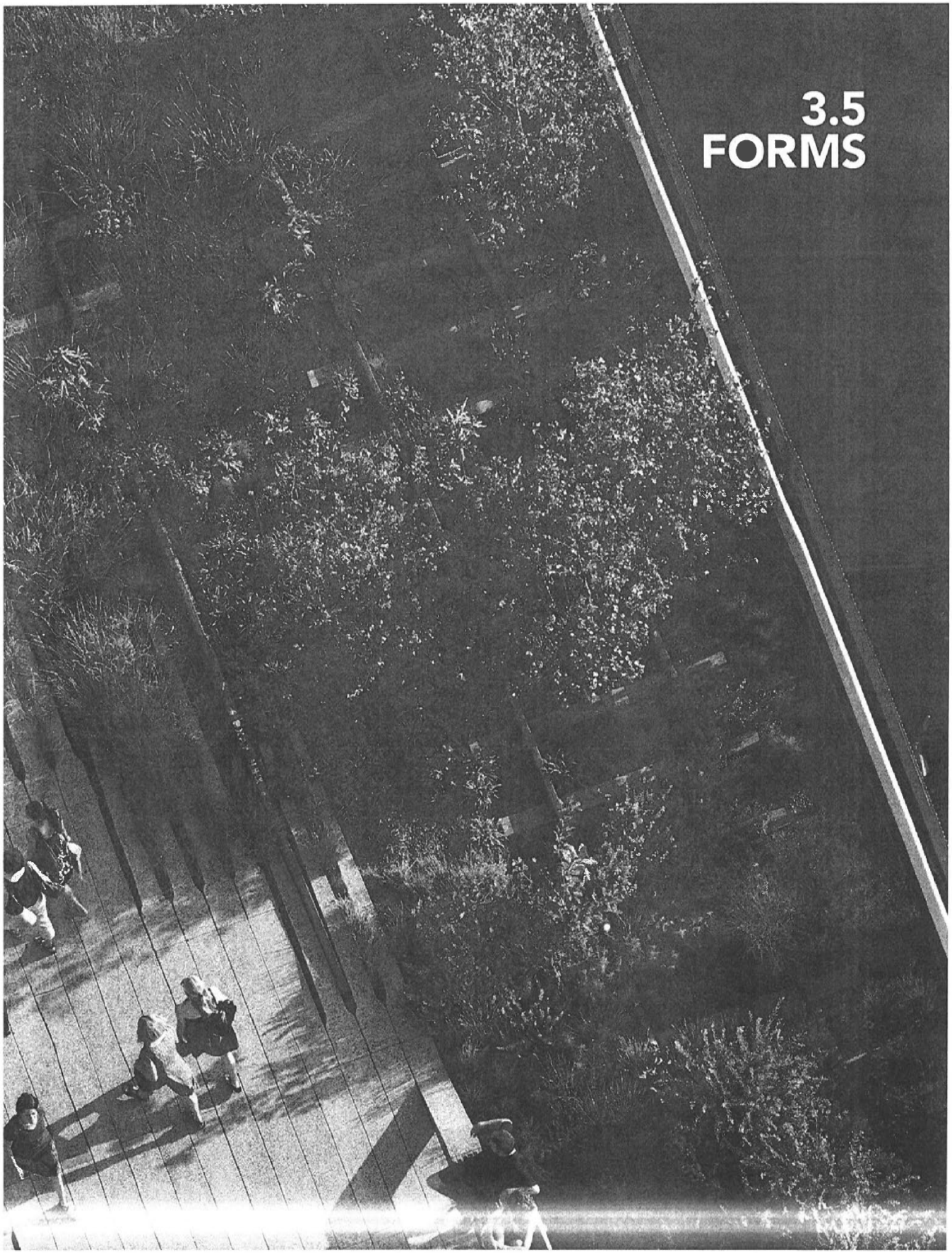
Sincerely,



James Corner, RLA, FASLA



HIGH LINE
NEW YORK, NY
JAMES CORNER FIELD OPERATIONS



# 3.5 FORMS

# INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DPA TRANSACTIONS

**INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY (DPA) TRANSACTIONS**

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

**This checklist is only a guide to assist vendors in locating and compiling all required compliance forms for waivers and DPA transactions. Vendors are required to ensure that all compliance requirements have been met by doing the following:**

- **Completing the terms and categories tab in the NJSTART vendor profile;**
- **Uploading any forms that may be required to the attachments tab in the NJSTART vendor profile; or**
- **Completing and submitting to the forms to the agency.**

| | The information is available in *NJSTART* or the form has been submitted to the agency |
|---|---|
| STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS - For All Waivers and DPAs | ☑ |
| WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS – For use with Waivers and DPAs as applicable | ☑ |
| OWNERSHIP DISCLOSURE FORM | ☑ |
| DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR | ☑ |
| DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM | ☑ |
| TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS | ☑ |
| CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM | ☑ |
| MACBRIDE PRINCIPALS FORM | ☑ |
| PROOF OF BUSINESS REGISTRATION<br>You may register your business HERE or obtain a copy of the Business Registration Certificate HERE. | ☑ |
| CERTIFICATE OF INSURANCE / ACORD | ☑ |
| SOURCE DISCLOSURE FORM - To be used only where the contract is primarily for services | ☑ |
| CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3. | ☑ |
| PROOF OF AFFIRMATIVE ACTION COMPLIANCE - Submit one of the following | |
| NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT | ☑ |
| FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within one year of the submission) | ☐ |
| AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302) | ☐ |

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material.

# 3.5.6 SUBCONTRACTOR UTILIZATION FORM

## SUBCONTRACTOR UTILIZATION FORM

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

**BID SOLICITATION # AND TITLE:** MASTER PLANS & DESIGNS – Liberty State Park and Greenway

**VENDOR NAME:** James Corner Field Operations

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: Langan
ADDRESS: 300 Kimball Drive, 4th Floor Parsippany,
NJ, 07054
PHONE NUMBER: [redacted]
EMAIL: [redacted]
FEIN: [redacted]
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Civil engineering, stormwater management and permitting

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: Toole
ADDRESS:
PHONE NUMBER: [redacted]
EMAIL:
FEIN: [redacted]
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Multi-modal transportation planning

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: BioHabitats
ADDRESS: Biohabitats Hudson River Bioregion 198 Plymouth Street, Suite 4/20
Brooklyn, NY 11201
PHONE NUMBER: [redacted]
EMAIL:
FEIN: [redacted]
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Ecology, ecological restoration, natural resources, floodplain and hydrodynamics

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

## SUBCONTRACTOR UTILIZATION FORM

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

**BID SOLICITATION # AND TITLE:** MASTER PLANS & DESIGNS – Liberty State Park and Greenway

**VENDOR NAME:** James Corner Field Operations

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: nARCHITECTS
ADDRESS: 68 Jay Street, #317
Brooklyn, NY 11201
PHONE NUMBER: [redacted] FEIN: [redacted]
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Architecture

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME:
ADDRESS:
PHONE NUMBER: FEIN:
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED:

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME:
ADDRESS:
PHONE NUMBER: FEIN:
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED:

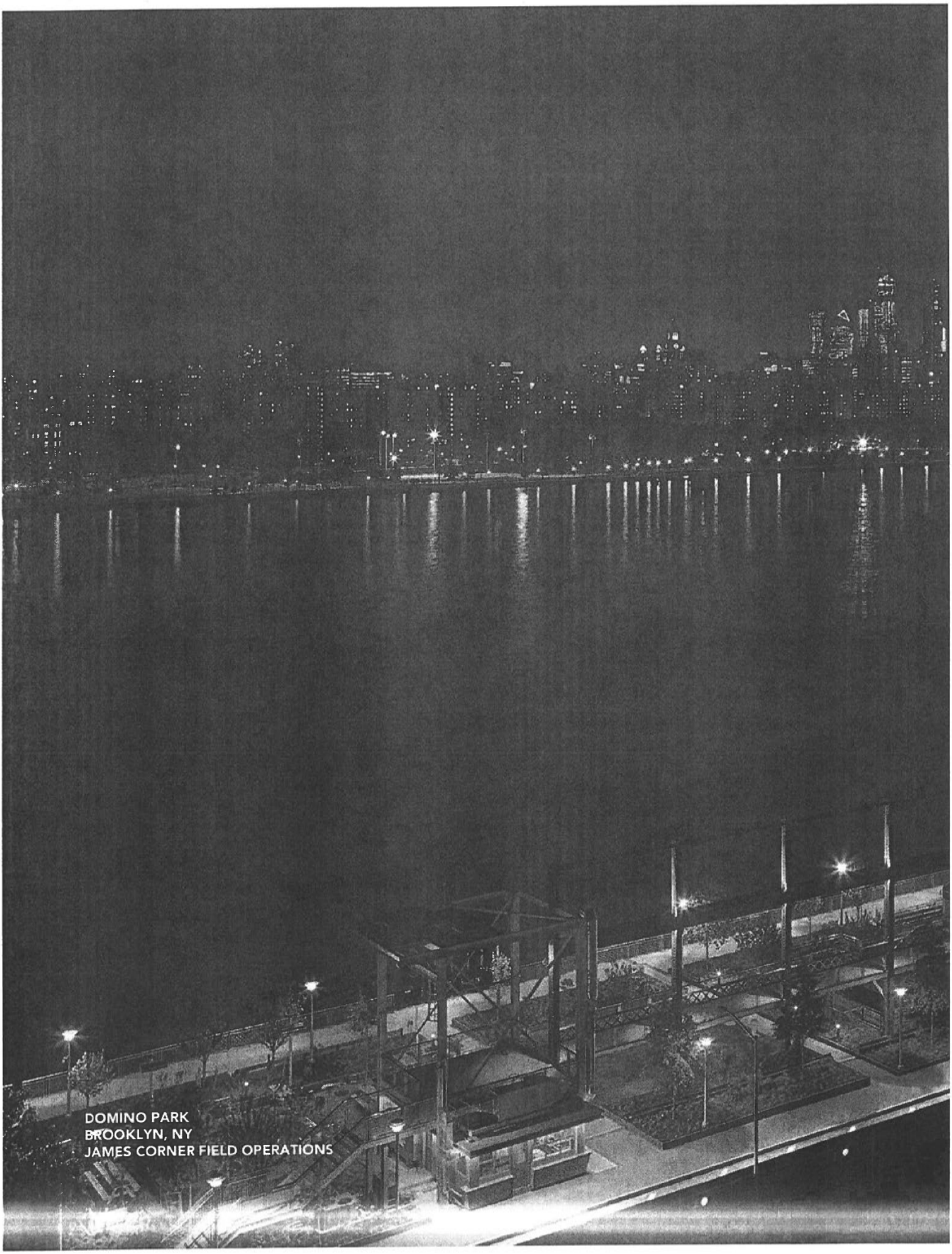
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

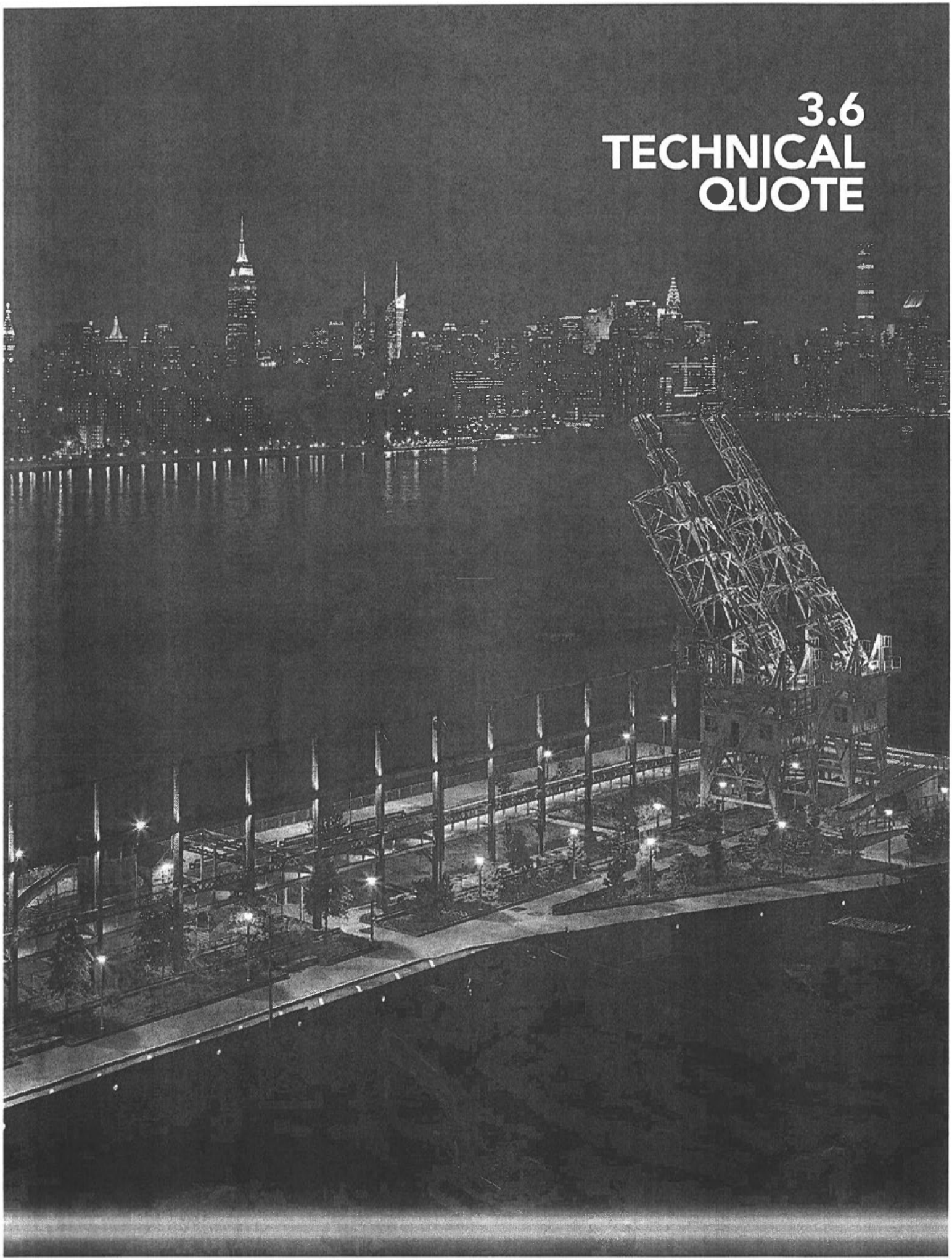
# 3.5.7 PAY TO PLAY PROHIBITIONS

James Corner Field Operations confirm that prior to awarding any Contract or agreement to any Business Entity, we shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

Further, JCFO acknowledge that 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.



DOMINO PARK
BROOKLYN, NY
JAMES CORNER FIELD OPERATIONS



# 3.6 TECHNICAL QUOTE

# 3.6.1 MANAGEMENT OVERVIEW

# PROJECT UNDERSTANDING

The value of public open spaces has become essential to urban living, especially in large urban conglomerations. Public open spaces provide both mental and physical restoration as well as access to nature in all its forms. Their importance was further solidified during the recent pandemic when people found escape, solace, health, refuge, and community outdoors. In addition, public open spaces provide an important opportunity for the restoration of our natural resources to improve climate resilience and ecological function for a sustainable future.

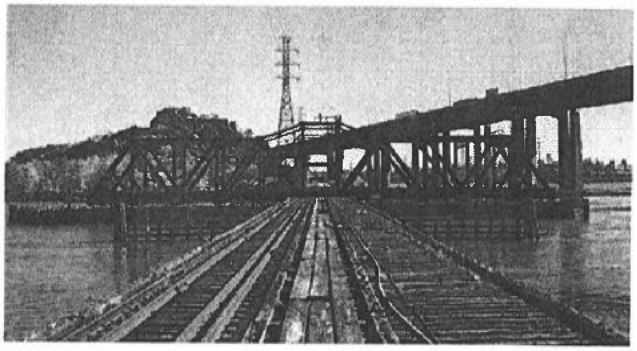
The Liberty State Park and Greenway sites are unique and present an extraordinary opportunity to create world class destinations easily accessible to a wide variety of audiences. At the same time, these sites tie many different neighborhoods and communities together around public open spaces. Weaving nature through the very urban and industrial areas where these parks are located will provide much-needed breathing space to a densely populated part of NJ by capturing, leveraging, and amplifying the potential of a total of 1335 acres.

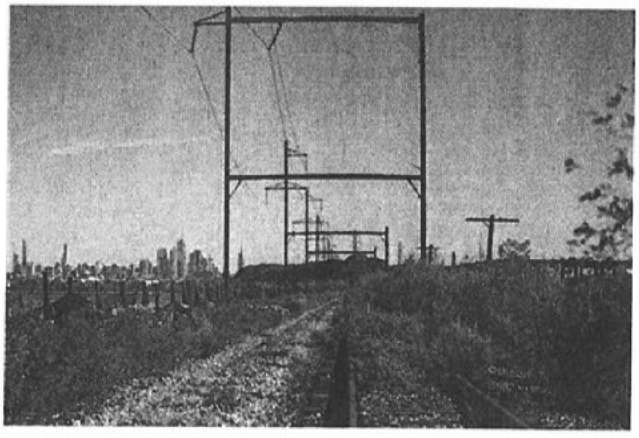
The greatly varied conditions found in the Parks add to the diversity and richness of experiences that could be offered to the public, including over two miles of waterfront promenade, breathtaking views, piers, wetlands, green open spaces, as well as natural landscapes, and a multimodal Greenway linking several diverse communities, places, destinations, and landscapes spanning almost 300' drop in elevation and a spectacular evolution in character and sense of place.

Understanding that the Parks sites have been studied by many different entities over the years, and that various proposals and ideas were put forward at various stages, the purpose of this Master Plan will be to bring it all together into one cohesive and coherent vision that will integrate all community and stakeholders input and map all the stages and phases of the Parks design both in space and in time.









# PROJECT OBJECTIVES

For such an ambitious project to be successful, the following objectives need to be met:

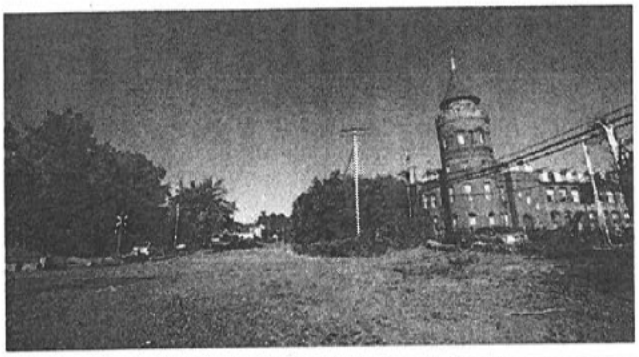
- Understand and leverage the full potential of the sites
- Engage all communities and stakeholders to provide inclusive and equitable access and use of the parks
- Restore the parks natural resources and ecological functions and improve climate resilience
- Develop a clear framework for the implementation of the endorsed vision through master planning, design, and phased implementation
- Adhere to schedule and budget

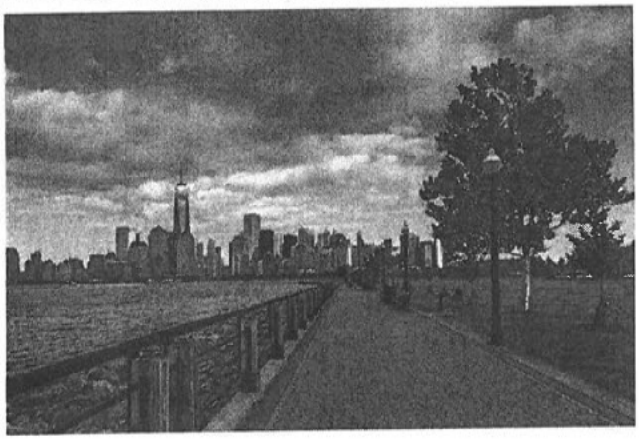
This will require developing a thorough understanding of:

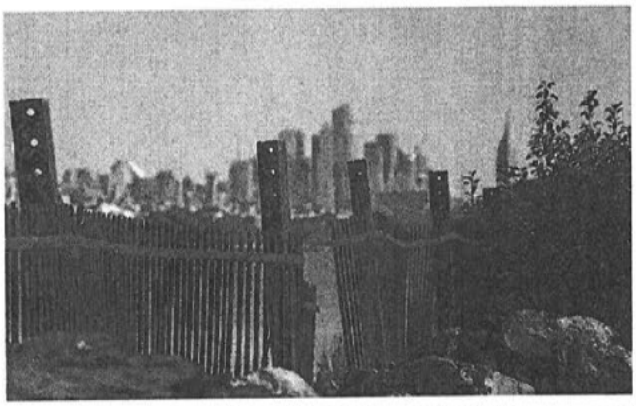
- The physical site opportunities and constraints
- The communities & stakeholders' aspirations and concerns
- The programmatic & economic opportunities and constraints so they can be brought together to inform the Master Plan that will chart the design and transformation of the Parks over the coming years.

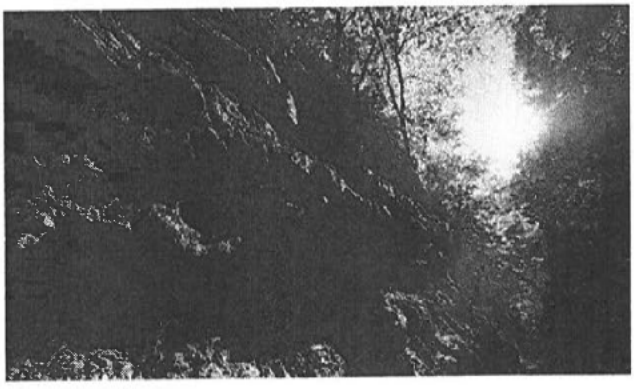
The Master Plan studies will test the effects of scale and the balance of programmatic mixtures on the social, economic, and ecological outcome of the Parks with the goal of creating a vibrant and green urban oasis in this highly developed part of New Jersey to serve all the host communities that surround it equitably as well as attract visitors to extraordinary destinations.

The Design studies will assemble the many complex considerations of the project, site, and brief to respond directly to the specific conditions of the site, aspirations of the communities and stakeholders and programmatic and economic needs. Design will be developed in several iterations where the analysis will be synthesized into a proposed layout that will be reviewed by all interested parties. Comments will be integrated into the next iteration, as many times as necessary, until the proposed design achieves all project objectives and exceeds them through the discovery of unforeseen opportunities.









# APPROACH

Our team's approach comes from years of experience with similar projects. Liberty State Park and the Greenway have the potential to reinforce one another and should be viewed in context with one another. Opportunities available to link them with each other and all the communities and neighborhoods around them should be investigated so they are perceived and used as a network of public spaces and green infrastructure embedded in the urban fabric. The importance of continuous equitable access depends on purposeful links within the Parks and which could extend beyond the project to embrace a holistic and impactful long-term approach to the design of public open spaces in this highly developed and industrial part of NJ.

The sheer physical scale of the Parks, encompassing 1335 acres in a very densely populated part of new Jersey, indicates that the project will need a substantial volume of drawing sets and packages to develop the design at workable scales appropriate for each stage of the process.

In addition, the number of communities, stakeholders and agencies involved will require a highly organized, inclusive, and proactive public engagement process, with excellent verbal and graphic communication, analysis, and synthesis skills.

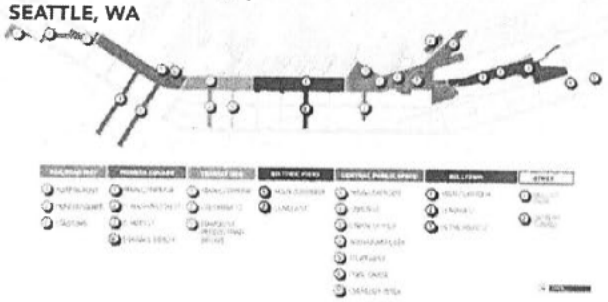
## LEADERSHIP BY DESIGN

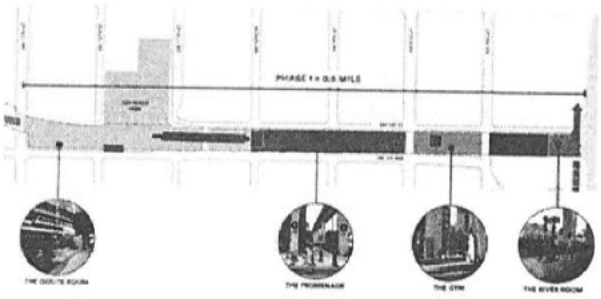
Field Operations has led several Master Planning efforts on large scale and long-term projects, the designs of which were carefully developed and successfully implemented within each client's schedule and budget. The resulting public open spaces have been transformative socially, economically, and ecologically, met and exceeded all stakeholder expectations and resulted in very successful and beloved parks and destinations. Leadership by design prioritizes creative ideas and innovative solutions. Through collaborative teamwork, those are encouraged and proactively shared early in the process with lots of material for discussion, review, and exchange, to promote out of the box thinking and achieve the best solutions.

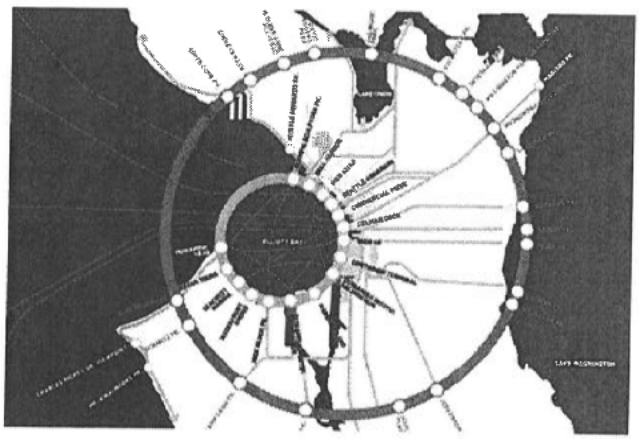
## RESEARCH & ANALYSIS

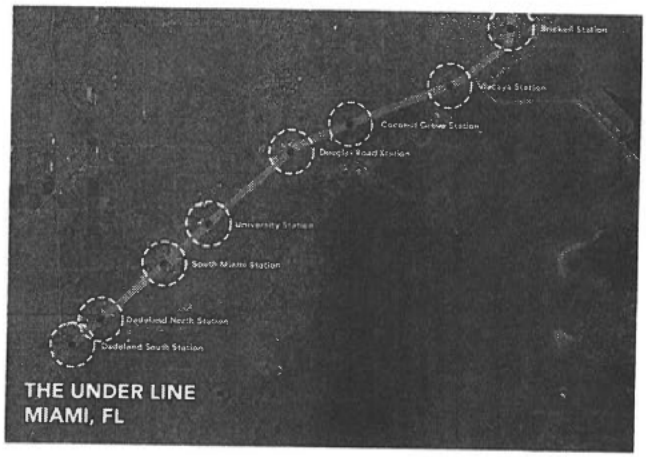
The project team will immerse themselves in the particularities of the Parks and conduct research and analysis to develop a comprehensive assessment of the sites, uncover the full potential of the public land available and identify all the constraints. The project team will also conduct research of precedents, scale comparisons, standards, and other material that will serve the programming and design phases.

**CENTRAL WATERFRONT, SEATTLE, WA**










**THE UNDER LINE MIAMI, FL**

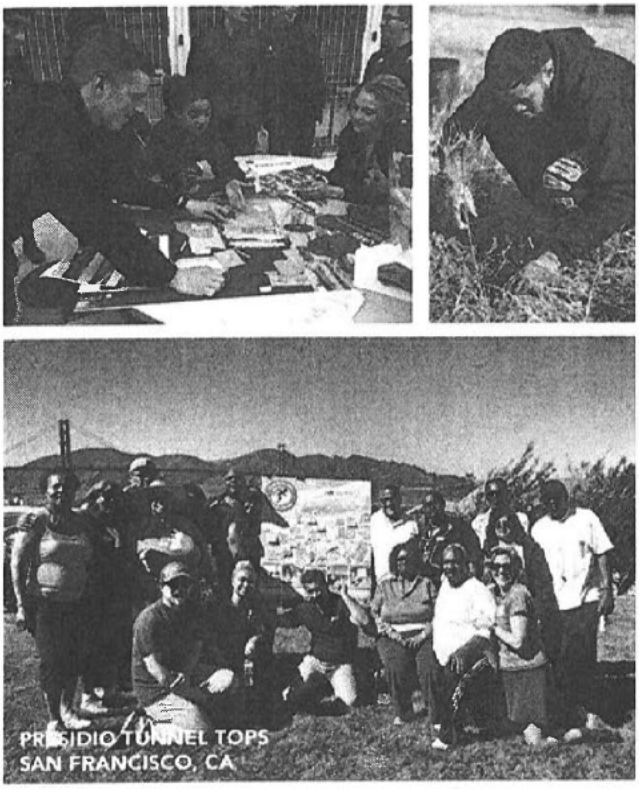
## BUILDING COMMUNITY & FOSTERING STEWARDSHIP

Field Operations will work with the client and stakeholders to develop an inclusive public engagement process that will be integral to the design. We will aim to build a strong coalition of supporters and will include a wide range of people, voices, ideas, and communities. Direct interface with community groups will help establish trust and gain invaluable input into the design, making sure it responds to feedback and reflects the communities that the project will serve, with an equity-centered lens. Differing viewpoints will be welcome, as they will enrich the project and nurture community support which is key to project longevity, success, and stewardship. We will work to understand and synthesize opinions, preferences, and opportunities, by connecting people with the overall vision through a shared sense of values. We will interact regularly with agencies, communities, and stakeholders to build sequentially upon previous ideas and steps, integrating feedback and findings, in a dynamic exchange. This will allow for a transparent, collaborative, purpose-driven, efficient, and effective process. The public process will aim to encourage enthusiastic participation through inclusive workshops and strategic agendas that engage the public in thoughtful and interesting ways.

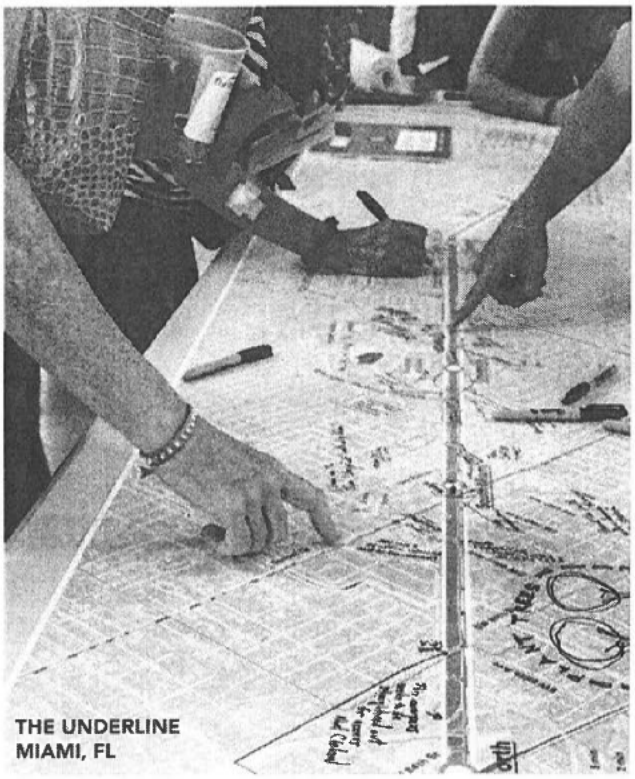
Field Operations has extensive experience in developing imaginative, meaningful, and fun engagement opportunities, providing compelling content, including high-quality visuals that allow participants to readily imagine the kinds of ambiance, amenities, and physical designs proposed, as well as site-based engagement which gives stakeholders an immediate and palpable sense of place, fostering interest and stewardship.

## PROGRAMMING

Both the site analysis and the community engagement tasks will help generate a program for the Parks that reflects needs and wishes as well as an understanding of the realities of the physical site. Program elements, such as athletic fields, buildings, circulation, fire access, stormwater infrastructure, critical habitat areas, art, event venues, circulation, parking, reclamation, restoration sites, etc. will be tested against the physical site conditions and analyzed for adjacencies and synergies in relation to each other, the site at large and the surroundings.



PRESIDIO TUNNEL TOPS
SAN FRANCISCO, CA



THE UNDERLINE
MIAMI, FL

## VISIONING

A vision for the Parks will be developed to reflect community and stakeholder goals and objectives as well as to put forward the potential of the sites. The vision will embody the stakeholders' aspirations for the park and will serve to steer the Master Planning and Design efforts and keep them on target for the whole duration of the project. High quality visuals and clear narratives will help communicate and refine the vision for the Parks.

## MASTER PLANNING

The Master Plan will provide a forward thinking & community-driven framework to guide the future of the Parks and chart the design and development of individual projects while keeping them coherent and resonant with the overall vision. The Master Plan will use the research, analysis, community and stakeholder input, program, and vision, to organize the layout of the Parks, propose program distribution, circulation patterns, gathering areas, areas for active and passive recreation, areas for ecological restoration and nature conservation, ways to celebrate local culture and history, ways to integrate narrative and storytelling, ways to leverage the full potential of the site, develop opportunities, mitigate constraints and test feasibility. The Master Plan will also help develop a tiered list of projects, identifying catalytic projects, early action priorities, as well as near- and long-term goals.

## DESIGNING

The design of the Parks will be laid out in 3 dimensions, using plans, sections and models developed to scale in measured drawings, integrating all program elements into the existing conditions of the site and fitting them together, so they form an elegant, coherent, and cohesive ensemble that is easy to navigate and promotes a sense of place, discovery, joy, and restoration.

The team assumes that they will receive surveys and base information from the Client in useable digital formats. Base maps will be created for the Parks – a Greenway Geographic Information System (GIS) base map will be used to graphically show how the network will be connected and lay out where the short- and long-term priorities are, with regional context to facilitate cooperation among municipalities to build the system together.



MIDDLE BRANCH MASTER PLAN
BALTIMORE, MD


CORNELL TECH CAMPUS
NEW YORK, NY


HIGH LINE
NEW YORK, NY

As the projects progresses from Master Plan into Design phases, Concept Design, Schematic Design, Design Development and Construction Documents will be prepared. In addition, illustrative materials and 3-D models will be used to communicate design intent.

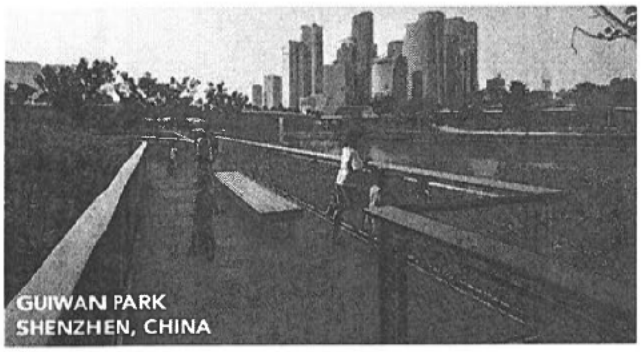
Greenway development will be grounded in the guiding principles and researched best practices identified during the previous tasks, including safety, accessibility, economy, connectivity, aesthetics, and environment among others. The design guidelines recommended will be flexible and applied using best engineering practices and professional judgment, as several design treatments are anticipated, and statutory and regulatory guidance often changes. The Greenway will be developed section by section in concert with existing conditions, proposed designs, and surrounding communities.

A palette of materials, furnishings and plantings will be developed for the Parks to strengthen their identity and character, and provide durable, sustainable, and safe solutions. Stormwater management and site infrastructure, including lighting, signage, access, circulation, and utilities, will be designed in tandem with the Parks design so they are well integrated and efficient.

Natural resources conservation, resiliency, adaptability, sustainability, and biodiversity will be a primary focus of design, including but not limited to the management and conservation of water, soils, plants & trees, wetlands, wildlife habitat, microclimate, material reuse and recycling, sustainability, and mitigation. Restoring natural ecological functions across the Parks will be at the forefront of detailing and coordination of designs. In addition, given the great diversity of conditions, interpretive trails, signage, and programs, will be considered.

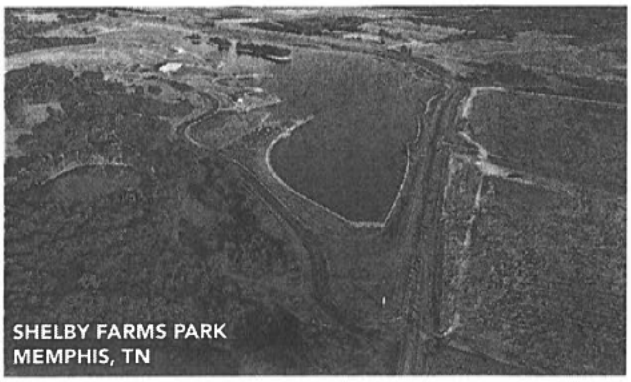
It is critical for this planning effort to develop a design approach that is unique to the 8.63-miles "railbanked" Essex Greenway. There are many successful models demonstrating how introducing a trail along an active transit corridor can be safe and secure for both rail and trail users. Those include attention to:

- Continuity – seamless transitions between sections in the greenway
- Coherence – allowing the user to know where they are supposed to go next.
- Priority – safety for all network users should always be a priority.
- Separation – at intersections and crossings, bicycle, pedestrian, and vehicle conflicts should be separated where possible or speeds controlled.


GUIWAN PARK
SHENZHEN, CHINA


PRESIDIO TUNNEL TOPS
SAN FRANCISCO, CA


CENTRAL WATERFRONT
SEATTLE, WA


SHELBY FARMS PARK
MEMPHIS, TN

## IMPLEMENTATION

Cost estimating will be done at every phase of the project starting with the Master Plan and followed by every design phase. This will help understand funding needs, establish budgets, develop funding strategies, prioritize projects, select materials and construction methods.

Large projects usually benefit from a phasing strategy that is coordinated with budget and funding, stakeholder priorities, and logistics.

A regulatory strategy will also be developed as soon as the Master Plan takes shape. This will involve charting approvals, reaching out to regulatory agencies, and gaining their input on issues and timelines.

The team could also provide Bid Support when projects are ready to go out to bid, and Construction Observation, including responding to RFI's, tree tagging, reviewing submittals, materials, and mockups, attending construction site meeting, punch listing and closeouts.

## EARLY WINS

Large scale projects take time to materialize - years and sometimes decades. For that reason, early wins, which are small projects or events which are implemented ahead of schedule, are popular because they give a taste of what is to come, help gather support and enthusiasm for the project and promote endorsement and stewardship.

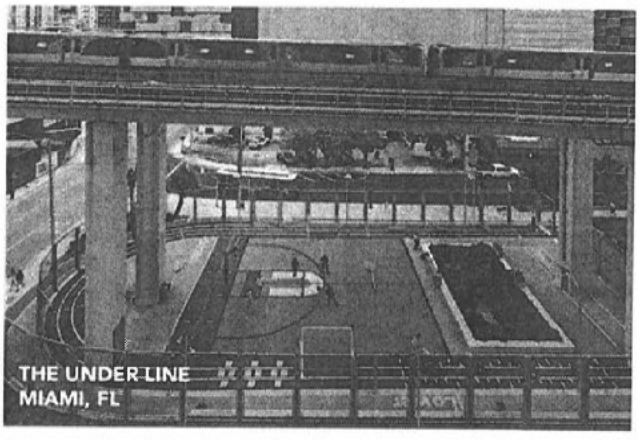
## PARTNERSHIPS

Partnerships with interested organizations and institutions could further engage the public interest in monitoring certain aspects of the Parks such as their natural resources, wildlife sightings, stormwater management, events and activities.


PRESIDIO TUNNEL TOPS
SAN FRANCISCO, CA


DOMINO PARK
BROOKLYN, NY


EVENT ON PIER 62
CENTRAL WATERFRONT, SEATTLE, WA


THE UNDER-LINE
MIAMI, FL



SHELBY FARMS PARK,
MEMPHIS, TN
JAMES CORNER FIELD OPERATIONS

# 3.6.2 CONTRACT MANAGEMENT

## LEADERSHIP

Field Operations will lead the design process and manage the contract. Field Operations has extensive experience and excels at both project management and design for similar contracts, ensuring quality deliverables that are on-time and on-budget. Evidence of our project management skills can be seen not only in our built work, but also in our continuing relationships with many of our clients, collaborators, and consultants.

## COLLABORATION

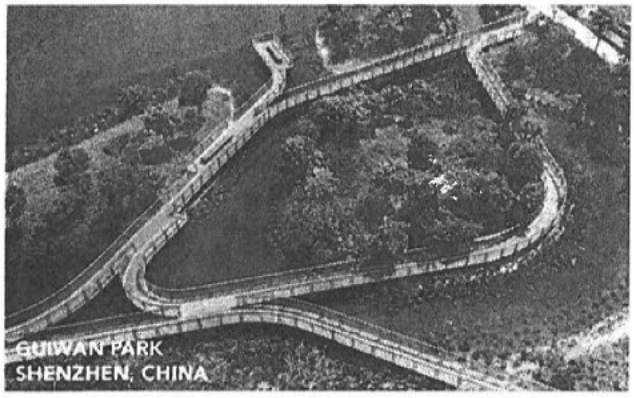
Field Operations has assembled a Core Team of experts in engineering, architecture, ecology, and mobility. The Core Team will be involved in all Work Orders. Additional consultants will be added as necessary for each Work Order depending on the specific expertise required. Project Management and Coordination will be key in maintaining a high level of collaboration across all disciplines. Teamwork will be very important while managing the design process which will focus on leadership, deliberate and structured on-going cooperation between all involved, integrating input from all involved through positive exchange and iterating ideas while communicating them clearly, and keeping production advancing at a regular pace so the design can evolve, and technical issues can be resolved as it progresses.

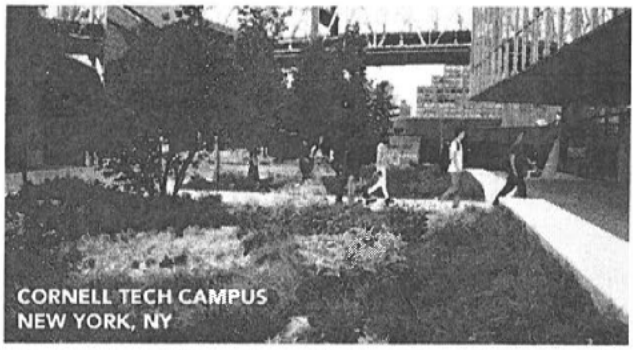
Communication with the State will be done through weekly status meetings with the State's Project Team and at important milestones with the State's wider team and Stakeholders. The meetings will include presentations and minutes which will describe progress and feedback. In addition, each milestone will include deliverables describing the work accomplished through drawings and status reports.

## WORKPLAN

Once each Work Order is received, and the objectives are confirmed with the client, a schedule will be drafted and reviewed with all parties. The project will start with a kick-off and data assessment meeting which will focus on:

- goals and objectives of the Work Order
- a detailed workplan with proposed milestones, deadlines, and meetings
- base information available to the team (such as drawings, reports, and previous studies) and additional information needed


GUIWAN PARK
SHENZHEN, CHINA


CORNELL TECH CAMPUS
NEW YORK, NY


COLUMBIA UNIVERSITY MUSCOTA MARSH
NEW YORK, NY


TAOPU CENTRAL PARK
SHANGHAI, CHINA

- meetings required which could include internal team meetings, client meetings, community meetings, workshops, and agency meetings as well as their frequency over the project duration.

We are effective at conducting meetings, with accurate, up to date and complete information, clearly communicated both graphically and verbally. We document and incorporate feedback into a cohesive and fully integrated response through the iterative design process.

## ITERATIVE PROCESS

Our work will be shaped by public, community, agency, committee, and stakeholder feedback, and validated with cost, constructability and funding strategies working collaboratively with the State. Design progress will be shown regularly, with ongoing review and feedback integration so there are no surprises. This will feed into our internal team Quality Assurance and Quality Control (QAQC) process of reviewing the design at each stage and iteration of the work and improving the deliverables to meet the project requirements and Client expectations.

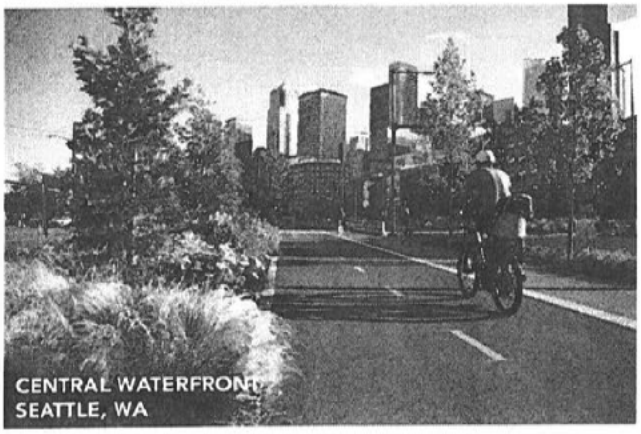
## APPROVALS

Given the scale and complexity of the Parks projects, the team expects the approvals process to be complex and require multiple meetings, negotiations and exchanges with the various jurisdictions and agencies involved. This process will be managed through a table listing all the agencies, permits and timelines that may be required, as well as the requirements and goals of each interaction and application.

## BUDGET

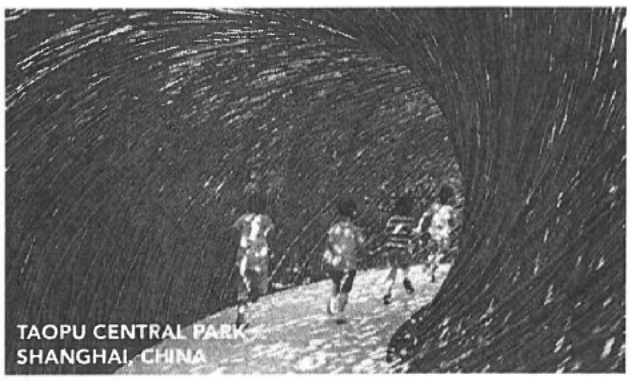
Field Operations has a proven track record of designing and delivering critically acclaimed projects on budget. We work closely with Cost Estimators and Construction Managers to ensure our designs are aligned with the project budget, consider local markets and trends, and are vetted in terms of constructability and cost, alongside design excellence. Other management tools to stay on budget include Constructability Reviews, Value-Engineering Workshops, Cost-Benefit Analysis, Add and Deduct Alternates and Peer Reviews.




CENTRAL WATERFRONT
SEATTLE, WA



DOMINO PARK
BROOKLYN, NY

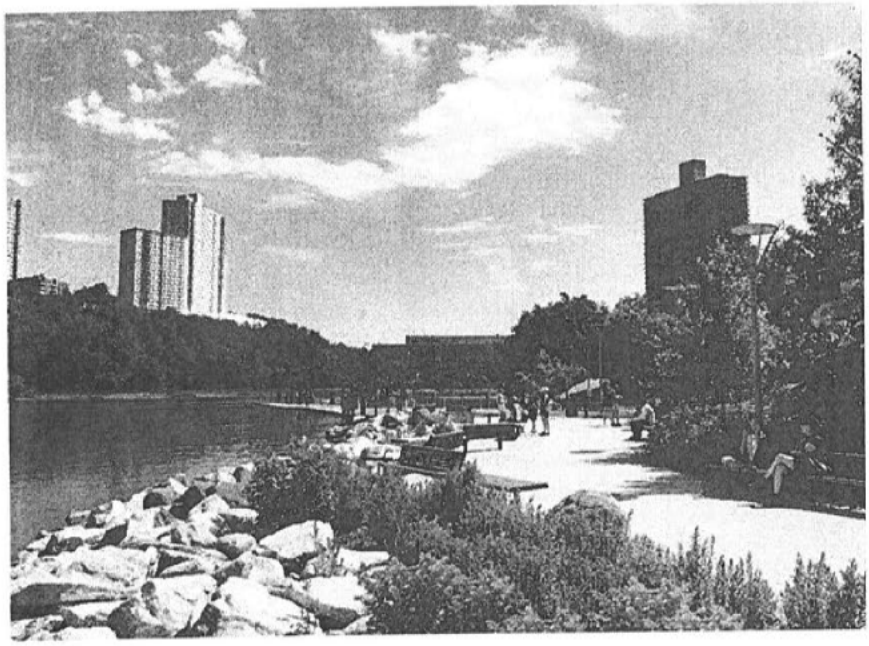

TAOPU CENTRAL PARK
SHANGHAI, CHINA

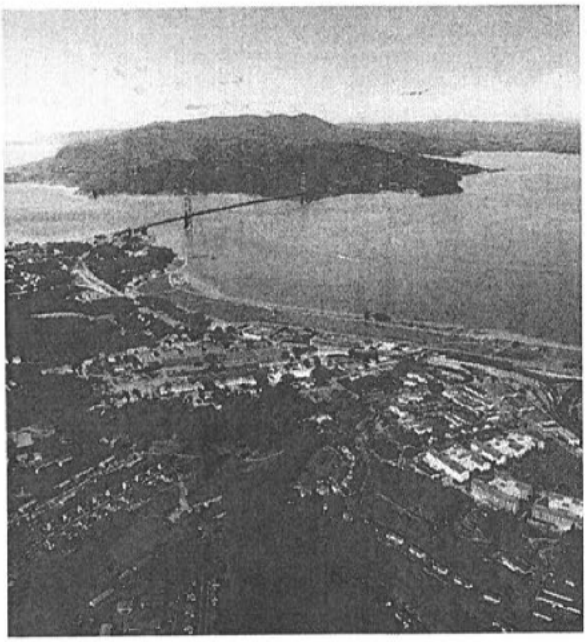
# 3.6.3 ORGANIZATIONAL EXPERIENCE

Founded in 1999, James Corner Field Operations is a leading-edge landscape architecture and urban design practice based in New York City, with additional offices in San Francisco, Philadelphia, and Shenzhen. The practice is renowned for strong contemporary design across a variety of project types and scales, from large urban districts and complex planning sites, to large parks foregrounding open space and habitats, to small well-crafted, detail design projects. In all of the work, there is a special commitment to the design of a vibrant and dynamic public realm, informed by the ecology of both people and nature.

We have extensive experience leading large, multi-disciplinary, complex teams, with the ability to skillfully build consensus and synthesize multiple and often conflicting ideas into a cohesive and strong design. Even more, we are skilled and practiced at translating these big visions into implementable, and maintainable built projects. We ensure that thoughtful, creative, and inspirational thinking is encouraged both internally and with all project participants, and we take pride in our ability to work with our team, client, and stakeholders to achieve true consensus, which is a crucial element of large-scale, transformative projects such as this one.

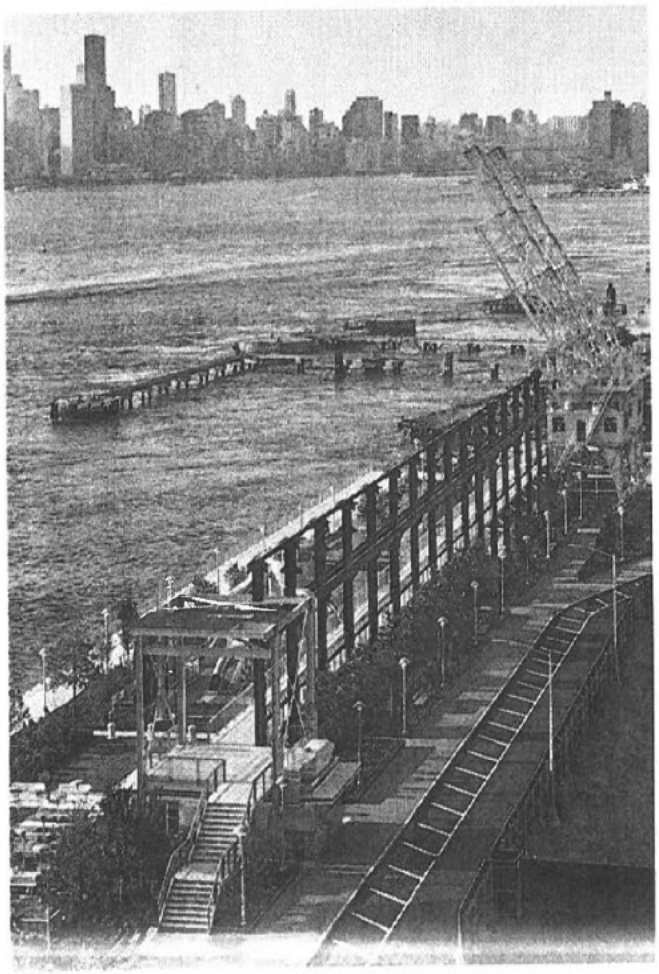
As a core value environmental stewardship is evident in all our projects. We designed one of the first SITES certified projects ever, Shelby Farms Park in Memphis, TN, as well as the first Gold-certified project under the newer, improved SITES v2 Guidelines (Navy Pier South Dock in Chicago, IL). In New York City, we worked closely with the Waterfront Alliance to develop and follow groundbreaking Waterfront Edge Design Guidelines (WEDG) through our work on Domino Park and Greenpoint Landing, and designed one of the few productive salt marshes in New York City at Muscota Marsh in Inwood. Along many projects with architectural teams achieving LEED goals, a net zero building and Passive House designation as well as repurposed structures and found artifacts.

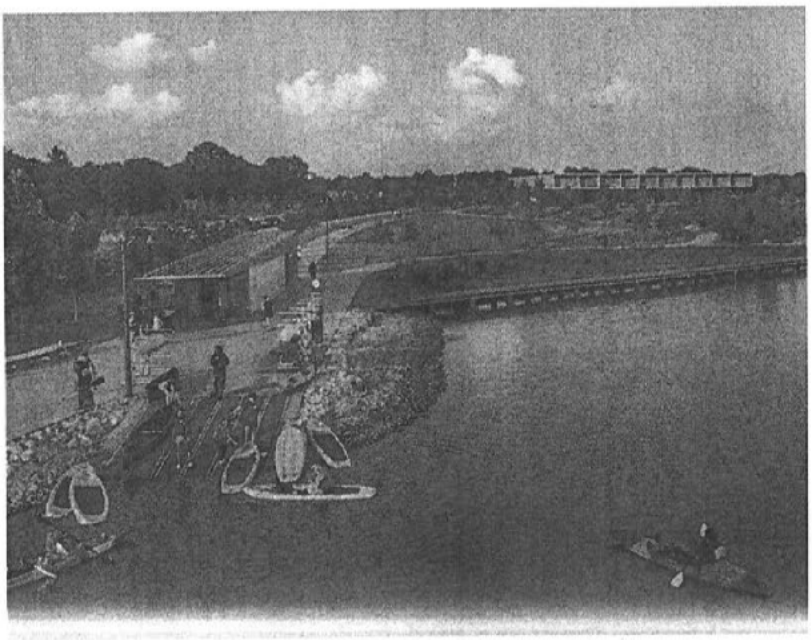












# TEAM FIRM PROFILES

## LANGAN

Civil, Stormwater Management, and Permitting

Langan Engineering & Environmental Services is a multi-disciplined professional consulting firm providing integrated engineering and environmental solutions. Langan is a 1,500+ person firm with over 400 staff in northern New Jersey.

For over 30 years, Langan has been at the forefront of the birth of the "Gold Coast" in Jersey City. Langan have designed and permitted over 100 development projects on the "Gold Coast" alone and have worked on hundreds of projects throughout Jersey City. They have helped reconnect the City with the Hudson through their design of the Colgate Promenade, Exchange Place and Grundy Park. Langan is currently involved on a number of projects in Jersey City. Some major redevelopment projects that they are providing their services include the New Jersey City University West Campus and the anticipated SciTech Scity campus, a partner institution to Liberty Science Center.

Langan has developed strong relationships with federal, state and local regulators through their experience with many land development projects. Through these associations and their extensive land use permitting knowledge they have been successful in obtaining the permits necessary to expedite the developmental process.

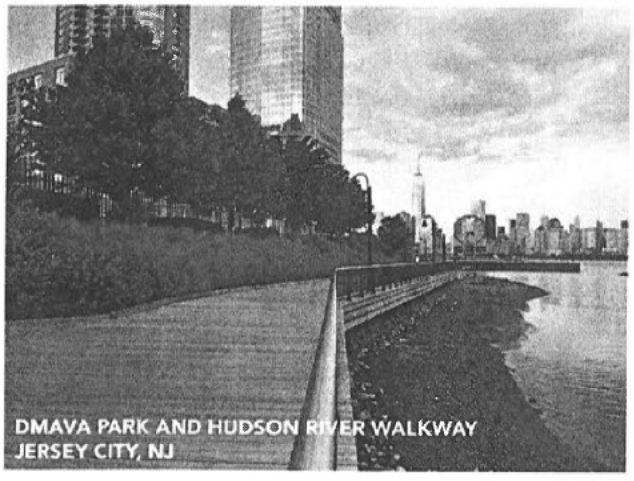
## TOOLE (WBE)

Multi-Modal Transportation and Greenway Planning

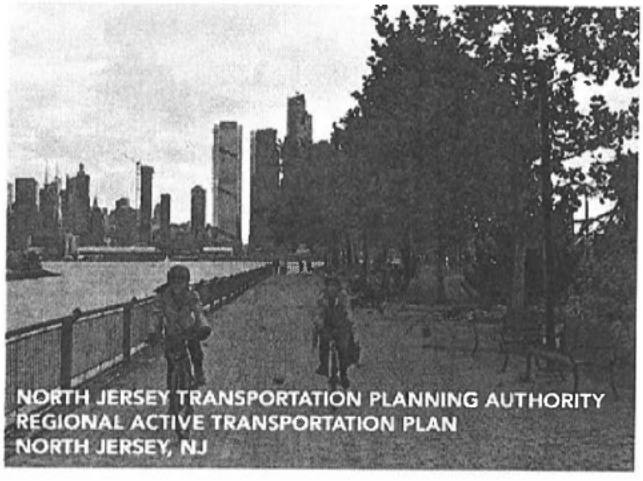
Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in multimodal transportation and greenway planning and design. As a firm, their mission is to create livable communities where walking and bicycling are safe, convenient, and enjoyable for everyone. They focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality.

Toole has significant experience in planning and design for greenways, shared use paths, multiuse trails, wayfinding sign systems, and parks. Their past work includes individual trail and park concept plans, statewide trail master plans, park feasibility studies, detailed design and development of construction documents, trail brochures and maps, and federally funded trail research. This experience has taught them how to effectively plan and design for both recreational trail users and commuters.

Toole has also served as the lead author of national trail design guidance documents, including the FHWA Guidebooks on Climate Resilience and Trails and AASHTO Guide for the Development of Bicycle Facilities—both the 2012 edition and the forthcoming update. The updated guide includes significantly expanded guidance on trail design, including a new section on trail/roadway intersections.



DMAVA PARK AND HUDSON RIVER WALKWAY
JERSEY CITY, NJ



NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY
REGIONAL ACTIVE TRANSPORTATION PLAN
NORTH JERSEY, NJ

## BIOHABITATS

Ecological Restoration and Natural Resources Conservation

Since its founding in 1982, Biohabitats has helped public and private sector clients throughout North America to improve water quality, increase wildlife habitat, restore degraded ecosystems, and facilitate educational opportunities through planning, ecological assessment, and restoration initiatives that are scientifically sound, realistic to implement and cost-effective to manage. As a firm, they devote their entire practice to ecological restoration, conservation planning, and regenerative design.

Biohabitats' experience includes numerous open space and coastal resiliency projects both at the planning level and applied techniques that have been implemented. They use their deep knowledge of local ecosystems to assess their condition on parklands, along greenways, and in communities, which informs conservation and restoration priorities. This blends with the firm's coastal resilience work, which employs a holistic approach to understand how natural assets will be impacted by climate change but also how they might be leveraged or enhanced to protect communities from the effects of climate change such as sea level rise and storm surge. Biohabitats' conservation and restoration approaches are rooted in the cultural values of the communities and recreational and public uses of the sites in which they work, which promotes community buy-in and project co-benefits.

## NARCHITECTS (WMBE)

Architecture

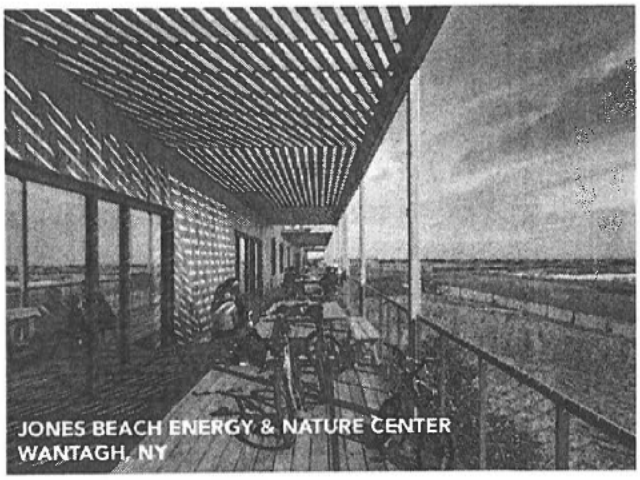
nARCHITECTS was founded in 1999, with the aim of joining innovative concepts, social responsibility and technical precision in addressing contemporary issues.

nARCHITECTS is committed to enhancing the public and civic realm through their architecture. Their current projects include the new Jones Beach Energy & Nature Center for NYS Parks, The Gansevoort Peninsula Park Pavilion for the Hudson River Park Trust, The NW Resiliency Park Pavilion for Hoboken, NJ, and the First Buffalo River Marina, an adaptive re-use of grain elevators on lake Erie. On campus, waterfront, and public park sites, they have experience communicating the value of design to complex public-private client bodies. Understanding that these sites serve a diverse population, and that they constantly change, they design their projects to adapt to dynamically evolving criteria—be it time, seasons, use scenarios, or phasing.

For the NYS Office of Parks, Recreation and Historic Preservation, they recently completed the net-zero Jones Beach Energy and Nature Center and the NYS Equal Rights Heritage Center. They are also working with the New York Power Authority on an adaptive re-use and new structures and park in Little Falls, NY and with the Erie Canal Development Corporation / Empire State Development on a new park pavilion and transformation of an existing grain elevator in Buffalo's Outer Harbor.



FRESHKILLS PARK–NORTH PARK WETLAND RESTORATION AND LIVING SHORELINE DESIGN
STATEN ISLAND, NY



JONES BEACH ENERGY & NATURE CENTER
WANTAGH, NY

# KEY PERSONNEL

Our Key Personnel have been selected for their extensive experience with sites of similar aspirations, civic significance, and technical challenges. All have extensive leadership skills in strategic planning, research and analysis, visioning, design and construction, community engagement, and management and coordination. They are also excellent communicators and are well able to articulate intentions, offer thoughtful and pragmatic solutions, and lead discussions.



**James Corner, RLA, Design Director (FO)** is Founder and CEO of James Corner Field Operations. He has devoted the past 30 years to advancing the field of landscape architecture and urbanism, primarily through his leadership on high-visibility, complex urban projects around the world, as well as through teaching, public speaking, and writing. James will establish the overall design vision, collaborating with Tatiana Choulika, the Principal-in-Charge, and will be available for milestone presentations and meetings.



**Tatiana Choulika, RLA, ASLA, Principal-in-Charge (FO)** will guide the overall project and help to the establish design principles, and will be responsible for design oversight and coordination. She will participate in design sessions, workshops, meetings, discussions, public engagement meetings, and client and stakeholder presentations. From innovative community workshops, to design and construction administration, Tatiana has successfully led projects that reflect strong contemporary design and a commitment to sustainable best management practices and ideals.



**Lisa Switkin, FAAR, TLA, ASLA, Senior Principal, Community Engagement (FO)** will advise on public engagement strategies, working with the Liberty State Park Design Task Force (Task Force), and participate in key milestones and public presentations. Lisa is a licensed Landscape Architect with over 20 years of experience leading large-scale multidisciplinary projects such as the High Line, Domino Park, and the River Ring in New York, Shelby Farms Park in Memphis, River Balcony master plan, and the Underline in Miami among others.



**Tsutomu Bessho, RLA, Senior Associate, Project Manager (FO)** will be the Project Manager, ensuring that the overall project goals are realized through all disciplines and deliverables. He will be responsible for coordinating directly with the Client and consultant team and will be the primary day-to-day point of contact. Tsutomu has over 15 years of experience at FO, where he is currently the Project Manager for multiple projects on the Princeton University campus. Tsutomu's excellent technical skills and efficient, careful work on all levels of design have been applied to many of the office's projects, including Seattle's Central Waterfront.



**Sahar Moin, Associate, Team Lead (FO)** will be the project's Team Lead responsible for coordinating directly with the consultant team. Sahar has over 9 years of experience at James Corner Field Operations, where she managed the design and project team for San Francisco's Presidio Tunnel Tops and and was part of the core team Seattle's Central Waterfront. Prior to this, Sahar managed the project team for Public Square, a 6-acre transformation of traffic islands into a lively public park at the heart of Cleveland's downtown core.



**Cricket Day, Associate, Project Lead Designer (FO)** will be the Lead Designer responsible for all aspects of the design, including design, planning, analysis and coordination. He will participate in design sessions, workshops, meetings and discussions. Cricket is the design lead for Hudson River Park's Gansevoort Peninsula in Manhattan and London's Camden Highline. Cricket's ability to work across multiple disciplines is paired with a collaborative and innovative approach to designing for the public realm.



**Leonard D. Savino, PE, Principal-in-Charge, Site/Civil And Geotechnical Engineering (Langan)** will lead the team's engineering scope. Leonard collaborates across disciplines to achieve the integration and consensus needed to address some of engineering's most urgent issues. In more than 34 years leading projects in New Jersey, he has been involved in projects that remain deeply rooted to place and culture, including DMAVA Park and Hudson River Walkway, Liberty State Park Picnic Area, and Scitech Scity in Jersey City.



**Jack Elliott, Project Manager, Senior Staff Engineer Site/Civil Engineering (Langan)** will guide the team's approach to site and civil engineering. His support of large land development and infrastructure projects throughout New Jersey includes site layout and design, soil erosion and sediment control design, grading design, utility design, sanitary sewer design and stormwater conveyance and management design. Relevant project include: Scitech Scity in Jersey City and Southwest Resiliency Park in Hoboken, NJ.



**Kelly Mccormick, PWS, LEED AP, Associate, Natural Resources Permitting & Wetland Delineation (Langan)** will lead the team's approach to natural resources and land use. She has over 23 years of experience at Langan where her work has focused on land use consulting services in New Jersey, including conducting wetland site investigations and delineations, completing extensive natural resource due diligence reviews, preparing federal and state wetland, coastal, and floodplain permit applications, and conducting wetland mitigation monitoring studies.



**Michael Blau, AICP, Project Manager Greenway Planning, Public Outreach, Design Guidance, Access, Safety (Toole)** will be responsible for leading the project's Multi-Modal Transportation Planning. Michael is an experienced project manager who helps communities create healthier and safer built environments. Thanks to an interdisciplinary background in city planning, public health, and social justice, he brings a unique lens to his work. He has collaborated with a variety of clients on many projects, from statewide active transportation policy development to neighborhood walking programs.



**Michael Trumbauer, CERP, Senior Restoration Ecologist (Biohabitats)** will guide the Team's approach to Ecological Restoration and Natural Resources Conservation. He has over 20 years of experience in natural resources assessments, environmental permitting, ecological restoration design, and construction management. He is an accomplished ecologist with an academic background in terrestrial and aquatic ecology, credentials as a MDNR Qualified Professional, and has performed numerous wetland, forest, and RTE surveys.



**Mimi Hoang, AIA, LEED GA, Founder, Partner-in-Charge (nARCHITECTS)** will provide architecture design leadership for the project. Mimi co-founded nARCHITECTS with a belief in architecture as an agent of positive change, responding to and connecting people with the environment in unexpected ways. Mimi is currently leading the Made in New York Campus, rehabilititating warehouses into manufacturing spaces, and a series of park / community buildings for NYC DDC / DPR, Hudson River Park Trust and City of Hoboken.



**Jeff Ciabotti, Principal-in-Charge, Trail and Greenway Advisor (Toole)** will lead serve as the team's Trail and Greenway Lead. He has spent 25 years creating healthy, sustainable communities through building networks of trails, greenways, and connecting corridors. Jeff is a nationally recognized expert who has presented trainings, workshops, and keynotes in the US and abroad and was formerly the Vice President for Trail Development at Rails-to-Trails Conservancy. He has led numerous trail and greenway projects for a variety of cities, regional agencies, and state-level clients.



**Kevin Grieser, CERP, Project Manager, Senior Landscape Ecologist (Biohabitats)** will lead the team's approach to water resources. Kevin's interdisciplinary background in engineering and environmental science led to a passion for incorporating ecological design into stormwater management, urban planning, and coastal resilience initiatives. Over his nine years of experience, he has applied this approach to a variety of green infrastructure, low-impact development, watershed planning, hydrologic monitoring, and habitat restoration projects.



**Chris Streb, PE, LEED AP, Sr. Engineer / Practice Leader (Biohabitats)** is an ecological engineer with 27 years of experience in regenerative design including ecological planning, green infrastructure design, stream restoration, wastewater treatment, and sustainable technologies. Well versed in all aspects and scales of watershed restoration, his experience as an ecological engineer includes Pier 26 Hudson River Park, and Jamaica Bay Watershed Protection Plan in New York.



**Amanda Morgan, AIA, LEED AP, Principal, Project Manager (nARCHITECTS)** will help guide the team's approach to architecture. Her leadership at nARCHITECTS has been instrumental in developing its focus on socially and environmentally sustainable public projects that positively transform communities. As Principal, Amanda's oversees projects with complex programs and parameters, including the Made in NY Campus, the NYS Equal Rights Heritage Center, the net-zero Jones Beach Energy & Nature Center.

# REFERENCES

We are happy to enjoy productive and positive relationships with many of our clients. We work closely with Client teams, and many of our projects are long-term, lasting for years. For the purposes of this RFQ response, please find the following relevant references. The listed contact can provide more information on our role and the scope of services for their respective projects. Additional references can be found in the project pages from page 64 to 107 and we are happy to provide additional references upon request.

## 1. LARGE PARKS:

**Freshkills Park, Staten Island, NY**
Adrian Smith, PLA, FASLA, Team Leader, Staten Island Capital Projects NYC Parks
[redacted]

**Presidio Tunnel Tops, San Francisco, CA**
Michael Boland, Chief of Park Development & Operations
[redacted]

**Shelby Farms Park, Memphis, TN**
Jen Andrews, CEO, Shelby Farms Park Conservancy
[redacted]

## 2. WATERFRONTS:

**Riverfront Park, Newark, NJ**
Bisola Taiwo, Assistant Director, Economic and Housing Development, City of Newark
[redacted]

**Domino Park, Brooklyn, NY**
Jed Walentas, CEO, Two Trees Management
[redacted]

**Central Waterfront, Seattle, WA**
Marshall Foster
Director, City of Seattle, Office of the Waterfront and Civic Projects
[redacted]

## 3. GREENWAYS

**High Line, New York, Ny**
Robert Hammond, Founder & Former Executive Director, Friends of the High Line
[redacted]

**The Underline, Miami, FL**
Meg Daly, President & CEO, Friends of The Underline
[redacted]

**Georgetown Canal Plan, Washington, D.C.**
Scott Walzak, Project Manager, Georgetown Heritage
[redacted]

## 4. NATURAL RESOURCES CONSERVATION

**Muscota Marsh, New York, NY**
Joe Ienuso, Group Senior Vice President, Facilities & Real Estate, New York-Presbyterian (Former Head of Columbia University Facilities & Operations)
[redacted]

**Cornell Tech Campus, New York, NY**
Andrew Winters, Director of Delivery, Sidewalk Labs (Former Director of Capital Projects & Planning, Cornell Tech)
[redacted]

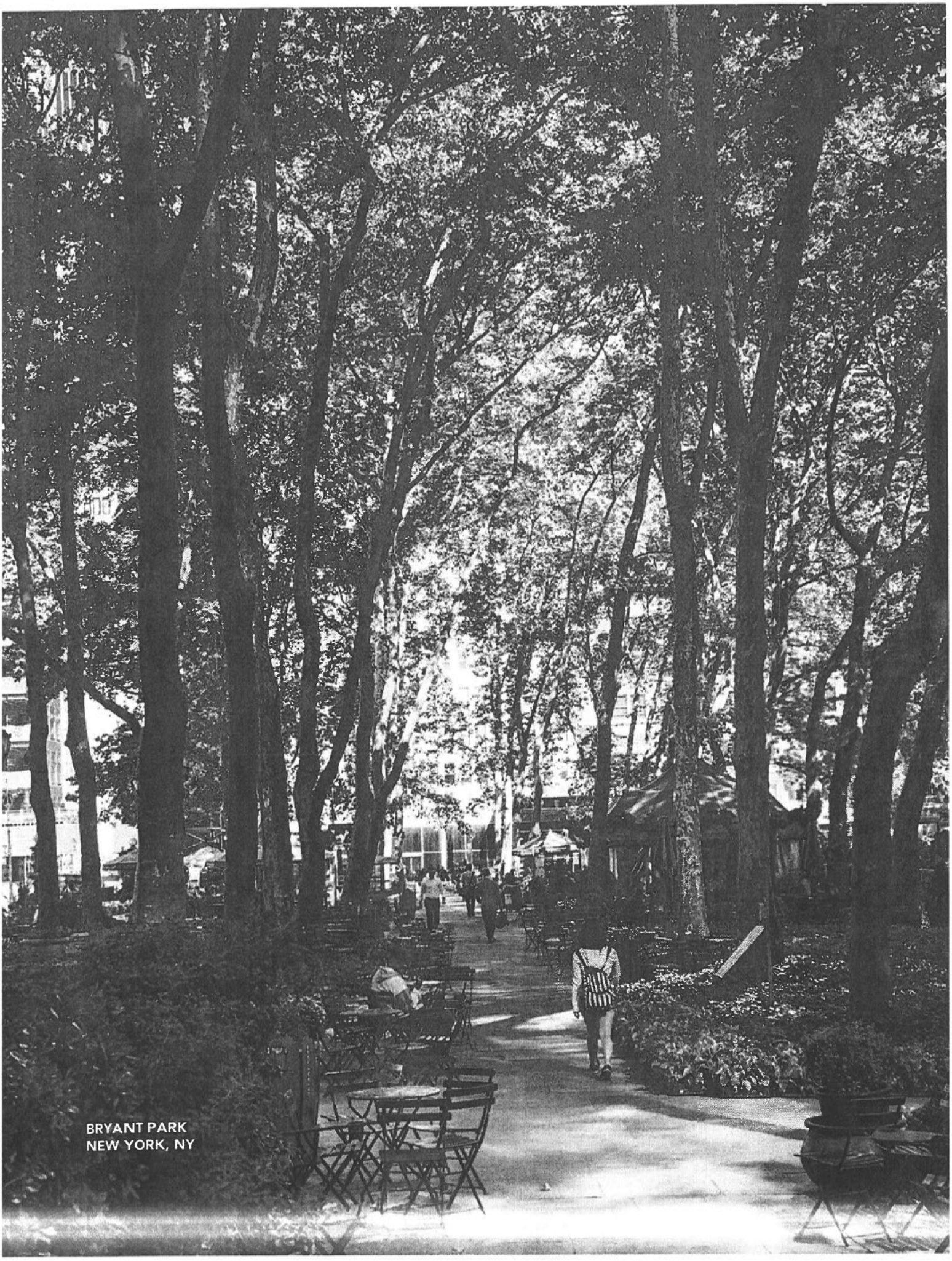
**Middle Branch Waterfront Master Plan**
Ethan Cohen, Senior Project Coordinator Community & Economic Development, City of Baltimore
[redacted]

# 3.6.4 LOCATION

4 Bryant Park,
11th Floor
New York, NY 10018
(212) 433-1450

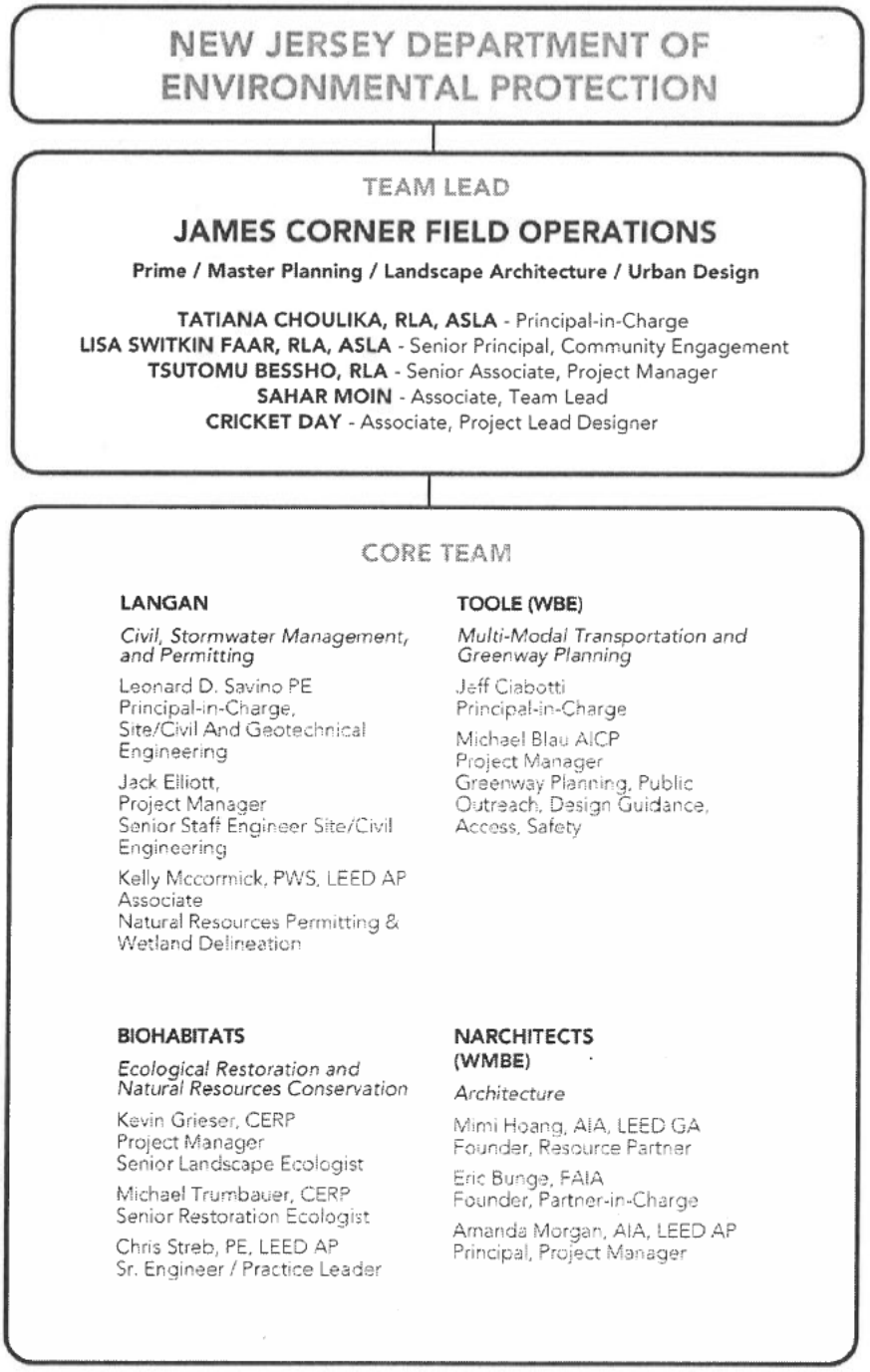
Project Contact:
Tatiana Choulika, Principal
[redacted]

Proposal Contact:
Ben Nicholls, Director of Business Development
[redacted]



BRYANT PARK
NEW YORK, NY

# 3.6.5 ORG. CHART



# 3.6.6
# RESUMES

Our Key Personnel have been selected for their extensive experience with sites of similar aspirations, civic significance, and technical challenges. All have extensive leadership skills in strategic planning, research and analysis, visioning, design and construction, community engagement, and management and coordination. They are also excellent communicators and are well able to articulate intentions, offer thoughtful and pragmatic solutions, and lead discussions.

# JAMES CORNER, RLA, FASLA

## Founding Partner and CEO, Design Lead



James Corner is Founder and CEO of James Corner Field Operations. James has devoted the past 30 years to advancing the field of landscape architecture and urbanism, primarily through his leadership on high-visibility, complex urban projects around the world, as well as through teaching, public speaking, and writing.

Important public realm design projects include New York's highly-acclaimed High Line; London's South Park at Queen Elizabeth Olympic Park; Santa Monica's Tongva Park; Chicago's Navy Pier; Cleveland's Public Square; Philadelphia's Race Street Pier; Seattle's Central Waterfront; Hong Kong's Salisbury Gardens and Avenue of the Stars; and Shenzhen's City of Qianhai, a new coastal city for 3 million people. He is currently leading the design for San Francisco's Presidio Tunnel Tops, a 14-acre new park connecting the Main Post of the Presidio to Crissy Field and the Bay; the new Qatar Museums Cultural District and Park in Doha; and the Arts District West Bund Waterfront in Shanghai.

His work has been recognized with the Cooper Hewitt National Design Award; the American Academy of Arts & Letters Award in Architecture; the Daimler-Chrysler Design Excellence Award; and the AA&D Black Pencil Award. His work has been published broadly and exhibited at the New York Museum of Modern Art, the Cooper-Hewitt Design Museum; the National Building Museum; the Royal Academy of Art in London; and the Venice Biennale.

He received a B.A (First Hons) from Manchester Metropolitan University; an M.L.A/U.Des. from the University of Pennsylvania School of Design; an Honorary Doctorate in Architecture and Engineering (Dr.-Ing.e.h.) from the Technical University of Munich; and a Doctor of Design (honoris causa) from Manchester Metropolitan University. He sits on the Board of the Urban Design Forum and the Government Advisory Board of Shenzhen.

**education**
University of Pennsylvania, School of Design, Philadelphia, PA
Master of Landscape Architecture and Urban Design

Manchester Metropolitan University School of Architecture, Manchester, UK
Bachelor of Arts in Architecture and Landscape Architecture, First Honors

**professional**
James Corner Field Operations, New York, NY, 1995–present
Wallace Roberts and Todd, Philadelphia, PA, 1986–89
Robert Fleming Associates, Philadelphia, PA, 1984–86
Richard Rogers and Partners, London, UK, 1983–84
Gillespies, Liverpool, UK, 1982–83

**academic**
Professor of Landscape Architecture, University of Pennsylvania School of Design, 1990–2016
Chairman of the Department of Landscape Architecture, 2000–13
Visiting Professor, Royal Technical University (KTH) School of Architecture, Stockholm, Sweden, 2000

**awards**
Numerous national and international awards, including:
Doctor of Design (honoris causa), Manchester Metropolitan University, 2019
Hon. Doctorate in Architecture and Engineering, Technical University of Munich, 2018
Cooper Hewitt National Design Award, 2010
ASLA Honor Award and AIA Urban Design Honor Award for The High Line, 2010
D&AD Black Pencil Award, 2010
Wallpaper Life-Enhancer of the Year Award, 2010

**publications**
Numerous books, essays and articles, including:
**The High Line**, Phaidon, 2015
**The Landscape Imagination**, Princeton, 2014
**Taking Measures Across the American Landscape**, Yale, 1996
**Recovering Landscape: Essays in Contemporary Landscape Architecture**, Princeton, 1999
"The Long View," Metropolis, 2008

**practice**
High Line, New York, NY
Presidio Tunnel Tops, San Francisco, CA
Georgetown Canal Plan, Washington, D.C.
Kennedy Center – Memorial Interpretation Master Plan, Washington, D.C.
Northeast False Creek, Vancouver, BC, Canada
Tsim Sha Tsui Waterfront + Salisbury Gardens, Hong Kong, China
Dubai Waterfront Promenade, Dubai, United Arab Emirates
Pier 70, San Francisco, CA
Navy Pier, Chicago, IL
South Park Plaza at Queen Elizabeth Olympic Park South, London, England
Central Waterfront, Seattle, WA
Tongva Park and Ken Genser Square, Santa Monica, CA

# TATIANA CHOULIKA, RLA, ASLA

Principal-in-Charge



With over 30 years of professional international experience in planning and design, Tatiana oversees some of the firm's most complex projects. She is currently managing the planning and design of Seattle's Central Waterfront; the open space design for the Northeast False Creek waterfront in Vancouver; the design and implementation of Freshkills Park in Staten Island; and the design of open spaces for Columbia University's new Manhattanville Campus, Yale University Science Hill, and Princeton University's campus.

Throughout her career, Tatiana has led projects of various sizes and scope, in different countries and climates, for both private and public clients. She works well with multi-disciplinary teams and is able to carry a project through all phases of design, from concept to construction.

Prior to joining Field Operations, Tatiana was Director of the Landscape Architecture and Planning group at W Architecture and Landscape Architecture from 2004 until 2009. Tatiana is a registered landscape architect and holds a Master of Landscape Architecture from the University of Pennsylvania, a Master in Sciences and Management of Natural Resources from the University of Edinburgh, and a Bachelor of Science in Landscape Architecture from the Edinburgh College of Art. Tatiana participates in talks, conferences, and forums related to the field of landscape architecture on a regular basis.

**education**

University of Pennsylvania, Graduate School of Fine Arts, Philadelphia, PA
Master of Landscape Architecture, with distinction

University of Edinburgh, Edinburgh, Scotland
Master in Science in the Management of Natural Resources

Edinburgh College of Art, University of Edinburgh, Scotland
Bachelor of Science in Landscape Architecture

**registrations**

Licensed landscape architect: NY

**practice**

Princeton University Lake Campus Master Plan, Princeton, NJ
Princeton University Campus Projects, Princeton, NJ
Yale University Sachem's Wood and Gibbs' Court, New Haven, CT
Yale University Peabody Museum, New Haven, CT
Northeast False Creek, Vancouver BC, Canada
Central Waterfront, Seattle, WA
Freshkills Park, Staten Island, NY
Private Residence, Ghent, NY
Private Residence, Chappaqua, NY
Private Residence, New York, NY
Duas Barras, Duas Barras, Brazil
Columbia University Manhattanville Campus, New York, NY
Private Residence, Bridgehampton, NY

**select projects**

**Princeton University Campus Projects, Princeton, NJ**
Tatiana is the Principal-in-Charge for Field Operations in their role as Princeton University's Campus Landscape Architect for the implementation of their 2026 Campus Plan, which outlines the University's vision for their next generation of expansion and improvements.
**contract dates:** 2018–present
**reference:** Ron McCoy, FAIA, University Architect, Princeton University
**telephone number:** [redacted]

**Freshkills Park, Staten Island, NY**
Tatiana has been involved in the design for Freshkills Park, working with the project team to restore over 1,000 acres of closed landfill and 450 acres of wetland.
**contract dates:** 2001–present
**reference:** Adrian Smith Team Leader, Staten Island Capital Projects NYC Parks
**telephone number:** [redacted]

**Central Waterfront, Seattle, WA**
Tatiana was the Principal-in-Charge for this master plan that charted the course for new infrastructure, an enhanced public realm, stronger connectivity to the downtown, and a healthier environment—reclaiming the waterfront and reconnecting the City with Elliott Bay.
**contract dates:** 2001–present
**reference:** Marshall Foster, Director, City of Seattle, Office of Waterfront and Civic Projects
**telephone number:** [redacted]

# LISA SWITKIN, RLA, ASLA, FAAR

Senior Principal, Community Engagement



As the Senior Principal leading many of Field Operations most complex public realm design projects, Lisa is widely regarded as one of the field's most effective leaders. With a background in urban planning and landscape architecture, Lisa has a special commitment to improving cities through the design of a holistic and vibrant public realm, inspired by place, people and nature.

For 20 years, Lisa has been intimately involved in many multi-disciplinary public realm projects and transformative master plans including the design and delivery of the High Line since 2004; Domino Park in Brooklyn; the transformative master plan for Staten Island's Freshkills Park; Gansevoort Peninsula in Hudson River Park; the River Ring Master Plan; and most recently, the Neighborhoods Now initiative, in collaboration with the Bedford Stuyvesant Restoration Corporation, Urban Design Forum, and Van Alen Institute; and the 1.5-mile-long River Balcony in Saint Paul.

Other signature projects include Santa Monica's Tongva Park, Philadelphia's Race Street Pier, Nicollet Mall in Minneapolis, Newark's Riverfront Park, The Underline in Miami, Shelby Farms Park in Memphis, the master plan for Seattle's Central Waterfront, Harbor Way in Boston, and the Ion District in Houston.

Lisa served as the 2019–20 President of the Landscape Architecture Foundation and currently sits on the Board of the Urban Design Forum. In 2008, she was a Rome Prize recipient at the American Academy in Rome. She has a Bachelor in Urban Planning with a focus on Community Development Planning from the University of Illinois, and a Master of Landscape Architecture from the University of Pennsylvania. Lisa is a registered landscape architect in New York and has taught graduate level design studios and lectured at universities, symposiums, foundations, and institutions around the world.

**education**

University of Pennsylvania, School of Design
Master of Landscape Architecture and Regional Planning

University of Illinois
Bachelor of Fine Arts in Urban and Regional Planning

Hebrew University, Jerusalem, Israel
Study Abroad Program

**registrations**

Licensed landscape architect: NY

**practice**

High Line, New York, NY
Domino Park, Brooklyn, NY
Harbor Way Master Plan, Boston, MA
Hudson River Park's Gansevoort Peninsula, New York, NY
River Balcony, Saint Paul, MN
Tongva Park and Kén Genser Square, Santa Monica, CA
Freshkills Park Master Plan, Staten Island, NY
Central Waterfront Master Plan, Seattle, WA
The Underline, Miami, FL
Shelby Farms Park, Memphis, TN
Qatar Museums Cultural District, Doha, Qatar
River Ring Master Plan and Waterfront Park, Brooklyn, NY
Riverfront Park, Newark, NJ

**select projects**

**High Line, New York, NY**
Lisa has been the Principal-in-Charge, leading the design and delivery of this 23-city block-long elevated railway reclaimed as an extraordinary public space in the heart of Manhattan's West Side since 2004.
**contract dates:** June 2009 (Sec 1), June 2011 (Sec 2), September 2014 (Sec 3, Phase 1), June 2019 Sec 3, (Phase 2)
**reference:** Robert Hammond, Founder & Former Executive Director, Friends of the High Line
**telephone number:** [redacted]

**Central Waterfront Master Plan, Seattle, WA**
As a Senior Principal, Lisa was part of the Field Operations leadership team guiding the design of a comprehensive Master Plan for 1.5 miles of Seattle's Central Waterfront.
**contract dates:** 2001–present
**reference:** Marshall Foster, Director, City of Seattle, Office of Waterfront and Civic Projects
**telephone number:** [redacted]

**Riverfront Park, Newark, NJ**
Lisa served as the Senior Principal on this project working with the City of Newark and the Newark CEDC to reclaim the Passaic River for area residents by extending Riverfront Park from the Ironbound neighborhood into the city's downtown and beyond.
**contract dates:** 2016–21
**reference:** Bisola Taiwo, Assistant Director, Economic and Housing Development, City of Newark
**telephone number:** [redacted]

# TSUTOMU BESSHO, RLA

Senior Associate, Project Manager



Tsutomu is a registered landscape architect and urban designer at James Corner Field Operations, where he is currently the Project Manager for multiple projects on the Princeton University campus. Tsutomu's excellent technical skills and efficient, careful work on all levels of design have been applied to many of the office's projects, most recently on guiding Seattle's Central Waterfront from design into construction.

Previously, Tsutomu was a senior designer for Domino Park in Brooklyn and for Phase 1 of the 4,500-acre Shelby Farms Park in Memphis, which involved a large lake expansion and associated new lake edges, circulation, parking, and structures. He was the senior designer for South Park Plaza, part of London's Queen Elizabeth Olympic Park legacy transformation; the lead designer for the pool decks and streetscapes at the MGM Mirage City Center in Las Vegas, which opened in 2010; and the lead designer for Beekman Street Plaza in downtown Manhattan.

Prior to joining Field Operations, Tsutomu won a fellowship from OLIN, where he worked on the National Palace Museum in Taiwan; the Comcast Center in Philadelphia; and the Orange County Great Park Competition for Irvine, CA. He has also worked for Ohtori Consultants Environmental Design Institute in Osaka, Japan on the Republic Polytechnic in Singapore and the Hoshigaoka Terrace in Japan; and for Nikken Sekkei Civil Engineering on the Kobe Central Wholesale Market in Kobe, Japan.

Tsutomu earned his Master of Landscape Architecture degree from the University of Pennsylvania, and his Bachelor of Agriculture degree from the University of Tokyo. Tsutomu speaks fluent English and Japanese.

**education**

University of Pennsylvania, School of Design, Philadelphia, PA
Master of Landscape Architecture

University of Tokyo, Faculty of Agriculture, Tokyo, Japan
Bachelor of Agriculture

**registrations**

Licensed landscape architect: PA

**practice**

Princeton University Campus Projects, Princeton, NJ
Central Waterfront, Seattle, WA
Domino Park, Brooklyn, NY
Nicollet Mall, Minneapolis, MN
Freshkills Park, Staten Island, NY
South Street Seaport, New York, NY
South Park Plaza at Queen Elizabeth Olympic Park, London, UK
Public Square, Cleveland, OH
Columbia University Manhattanville Campus, New York, NY
Beekman Street Plaza, New York, NY
Shelby Farms Park, Memphis, TN
Private Residence, Bridgehampton, NY
Private Residence, Sag Harbor, NY Princeton University Campus Projects, Princeton, NJ

**select projects**

**Princeton University Campus Projects, Princeton, NJ**
Tsutomu is the Project Manager for multiple projects on the Princeton University campus, as part of Field Operations tole as their Campus Landscape Architect for the implementation of their 2026 Campus Plan.
**contract dates:** 2018–present
**reference:** Ron McCoy, FAIA, University Architect, Princeton University
**telephone number:** [redacted]

**Central Waterfront, Seattle, WA**
Tsutomu was the Project Manager and Lead Designer for Field Operations' Master Plan and Concept Design for 1.5 miles of Seattle's Central Waterfront, guiding Seattle's Central Waterfront from design into construction.
**contract dates:** 2001–present
**reference:** Marshall Foster, Director, City of Seattle, Office of Waterfront and Civic Projects
**telephone number:** [redacted]

**Domino Park, Brooklyn, NY**
As Lead Designer for Domino Park, Tsutomu has worked closely with the design team and Client for the project's design and delivery, reconnecting the neighborhood to the riverfront for the first time in 160 years.
**contract dates:** 2012–18
**reference:** Jed Walentas, CEO, Two Trees Management
**telephone number:** [redacted]

# SAHAR MOIN

Associate, Construction and Technical Manager



Sahar is a landscape and architectural designer at James Corner Field Operations, where she managed the design and project team for San Francisco's Presidio Tunnel Tops. Prior to this, Sahar managed the project team for Public Square, a 6-acre transformation of traffic islands into a lively public park at the heart of Cleveland's downtown core. Her interest in landscape has grown out of a love for cities and the transformative impacts of landscape architecture on derelict and undervalued urban spaces.

Prior to joining Field Operations, Sahar worked at Michael Van Valkenburgh Associates on a variety of projects ranging from large-scale waterfront master planning to the detailing of courtyard gardens within campus landscapes. While on the Van Alen Traveling Fellowship, Sahar's work focused on the planned and spontaneous reuse of under-utilized spaces in the cities of Madrid, Barcelona, and Paris.

Sahar earned her Master of Landscape Architecture degree from the University of Pennsylvania and a Bachelor of Science in Architecture degree from the University of Michigan.

**education**

University of Pennsylvania, School of Design, Philadelphia, PA
Master of Landscape Architecture

University of Michigan, Ann Arbor, MI
Bachelor of Science in Architecture

**professional**

James Corner Field Operations, New York, NY
Michael Van Valkenburgh Associates, Brooklyn, NY
PEG Office of Landscape + Architecture, Philadelphia, PA
Patel Architecture, Rancho Mirage, CA

**practice**

Presidio Tunnel Tops, San Francisco, CA
Public Square, Cleveland, OH
Central Waterfront, Seattle, WA
Princeton University, Princeton, NJ (with MVVA)
Philadelphia Navy Yard Master Plan, Philadelphia, PA (with MVVA)
Laumaier Sculpture Park, Sunset Hills, MO (with PEG-OLA)

**select projects**

**Presidio Tunnel Tops, San Francisco, CA**
Sahar was the Project Manager overseeing the design team for the 14-acre "tunnel top" parkland for San Francisco's historic Presidio.
**contract dates:** 2014–22
**reference:** Michael Boland, Chief of Park Development & Operations, Presidio Trust
**telephone number:** [redacted]

**Public Square, Cleveland, OH**
Sahar served as the Project Manager for the design and implementation for the Public Square, a 6-acre transformation of roadways and hardscape, into a unified urban park at the heart of downtown Cleveland.
**contract dates:** 2006–16
**reference:** Nora Romanoff, Associate Director, LAND studio
**telephone number:** [redacted]

**Navy Yard Central Green & Master Plan Update, Philadelphia, PA**
Sarah was the Project Manager for the 5-acre Central Green designed by Field Operations at the heart of the Philadelphia Navy Yard Corporate Center.
**contract dates:** 2015-22
**reference:** Kate McNamara, Navy Yard Senior Vice President, PIDC
**telephone number:** [redacted]

# CRICKET DAY

Associate, Lead Designer



Cricket is a landscape and architectural designer at James Corner Field Operations, where he is currently leading design for Hudson River Park's Gansevoort Peninsula in Manhattan and London's Camden Highline. Previously, Cricket was the project designer for Newark's Riverfront Park in New Jersey, the ICEBERGS exhibit at the National Building Museum in Washington, D.C., and a designer for the High Line Section 3, Phase 2. Cricket's ability to work across multiple disciplines is paired with a collaborative and innovative approach to designing for the public realm.

Prior to joining Field Operations, Cricket worked at OLIN and was a member of the PennPraxis/OLIN team for the Rebuild by Design Competition. During this time he performed site and flood infrastructure research for the community of Hunt's Point in the South Bronx. In addition to working as a teaching and research assistant at the University of Pennsylvania, Cricket was an associate editor for the school's LAP Journal for the Pleasure issue.

Cricket earned his Master of Landscape Architecture and Master of Architecture degrees from the University of Pennsylvania, where he was the recipient of the ASLA Honor Award, the Ian L. McHarg Prize, the Harry E. Parker Prize, and won second place in ONE Prize: Storm Proof. Cricket also holds a Bachelor in Psychology from the University of Virginia.

**education**

University of Pennsylvania, School of Design, Philadelphia, PA
Master of Architecture
Master of Landscape Architecture

University of Virginia, Charlottesville, VVA
Bachelor of Arts in Psychology

**practice**

Hudson River Park's Gansevoort Peninsula, New York, NY
Smithfield Birmingham Mixed-Use Development, Birmingham, UK
Camden Highline, London, UK
Metrotech Commons, Brooklyn, NY
Detroit Riverfront Competition, Detroit, MI
India Street Development, New York, NY
Pratt Pullman District, Atlanta, GA
Riverfront Park, Newark, NJ
High Line Section 3, Phase 2, New York, NY
ICEBERGS, National Building Museum, Washington, D.C.
Pershing Square Competition, Los Angeles, CA
Milwaukee Lakefront Gateway Park Competition, Milwaukee, WI

**select projects**

**Hudson River Park's Gansevoort Peninsula, New York, NY**
Cricket is the Lead Designer for Hudson River Park's Gansevoort Peninsula, which sits on 5.5 acres along the Hudson River. The design weaves together passive and active uses, including a salt marsh, a historic 13th Ave promenade, a multi-use sports field, an upland beach with kayak access, and numerous other park amenities and gardens.
**contract dates:** 2019-present
**reference:** Noreen Doyle, President & Chief Executive Officer, Hudson River Park Trust
**telephone number:** [redacted]

**Riverfront Park, Newark, NJ**
Cricket is the Project Manager for Riverfront Park, a new park that functions as green infrastructure while simultaneously providing a contiuous esplanade and open space that has a focus on healthy living, including water recreation, family amenities, cooking, picnicking, performance, art, play, and education.
**contract dates:** 2016–21
**reference:** Bisola Taiwo, Assistant Director, Economic and Housing Development, City of Newark
**telephone number:** [redacted]

**High Line, New York, NY**
Cricket has led design and delivery of the High Line Section 3. As the project lead, Field Operations has led design and construction of this elevated railway reclaimed as an extraordinary public space in the heart of Manhattan's West Side.
**contract dates:** June 2009 (Sec 1), June 2011 (Sec 2), September 2014 (Sec 3, Phase 1), June 2019 Sec 3, (Phase 2)
**reference:** Robert Hammond, Founder & Former Executive Director, Friends of the High Line
**telephone number:** [redacted]

# LEONARD D. SAVINO, PE

PRINCIPAL

SITE/CIVIL AND GEOTECHNICAL ENGINEERING

Mr. Savino has 34 years of experience in site/civil, geotechnical and demolition engineering. His practice includes site plan preparation and utility design, permitting, hydraulic and hydrologic studies, subsurface investigation, geotechnical design, engineering inspection during construction, waterfront development, demolition engineering, cemetery design, cemetery relocation and erosion studies. Mr. Savino has obtained extensive field supervisory experience including foundation, site work and infrastructure construction; dam restoration; earthwork fill management and surcharge; demolition; subsurface investigation; piezometer installation, percolation testing; cemetery disinterment; and vibration monitoring.



## SELECTED PROJECTS

**DMAVA Park and Hudson River Walkway, Jersey City, NJ** – Principal-in-Charge for the design of a critical "gap" of approximately 1,500 linear feet of new Hudson River Waterfront Walkway. The project includes the design of a new bulkhead and waterfront esplanade, a section of new timber walkway and the design of the 2.5 acre DMAVA (Department of Military and Veterans Affairs) Park along the former Morris Canal Basin across from Liberty State Park.
**Start**: December 2008 **Completion**: September 2013 **Cost**: $13.5million
*Richard Herrero - State of NJ Department of Treasury Division of Property Management and Construction -* [redacted]

**Liberty State Park Picnic Area, Jersey City, NJ** – Project Manager for the preparation of site plans for a new picnic area on an existing 8-acrea portion of the park. The project required preparation of site plan, grading, soil erosion and sediment control measures and stormwater management systems in accordance with Standards for Soil Erosion and Sediment Control In New Jersey, New Jersey Stormwater Management Rules (NJAC 7:8) and New Jersey Stormwater Best Management Practices Manual. Other responsibilities included submission of a NJDEP Waterfront Development Permit and USACE Jurisdictional Permit Application.
**Start**: May 2009 **Completion**: December 2009 **Cost**: $1.5million
*Frank Messineo - Solutions Architecture -* [redacted]

**Scitech Scity, Jersey City, NJ** – Principal-in-Charge for Scitech Scity, a 14-acre, curated community adjacent to Liberty Science Center. The project is a collaboration between the City of Jersey City and Liberty Science Center. The innovative "mini-city" will bring the community together through education centers, housing and cutting-edge corporate spaces. The project includes Liberty Science Center High School with a STEM learning center, a residential complex "Scholars Village", Edge Works that will serve as an economic hub, an open-space plaza, and a pedestrian connection to Liberty Science Center.
**Start**: July 2016 **Completion**: Ongoing **Cost**: $150million
*Tamour Kousha - Liberty Science Center -* [redacted]

### EDUCATION

M.S., Civil Engineering
New Jersey Institute of Technology

B.S., Civil Engineering
New Jersey Institute of Technology

### PROFESSIONAL REGISTRATION

Professional Engineer (PE) in NJ, NY

Underground Storage Tank License in NJ

### AFFILIATIONS

American Society of Civil Engineers

National Association of Industrial and Office Properties (NAIOP)

LANGAN

# JACK ELLIOTT

## SENIOR STAFF ENGINEER

## SITE/CIVIL ENGINEERING

Mr. Elliott has 3 years of site/civil engineering experience throughout New Jersey. His support of large land development and infrastructure projects includes site layout and design, soil erosion and sediment control design, grading design, utility design, sanitary sewer design and stormwater conveyance and management design. Mr. Elliott also has experience in the use of computer applications including AutoCAD, Hydraflow Hydrographs and Hydraflow Storm Sewers.



### SELECTED PROJECTS

**Scitech Scity, Jersey City, NJ** – Civil Engineer for Scitech Scity, a 14-acre, curated community adjacent to Liberty Science Center. The project is a collaboration between the City of Jersey City and Liberty Science Center. The innovative "mini-city" will bring the community together through education centers, housing and cutting-edge corporate spaces. The project includes Liberty Science Center High School with a STEM learning center, a residential complex "Scholars Village", Edge Works that will serve as an economic hub, an open-space plaza, and a pedestrian connection to Liberty Science Center.
**Start**: July 2016 **Completion**: Ongoing **Cost**: $150million
*Tamour Kousha - Liberty Science Center -* [redacted]

**Southwest Resiliency Park, Hoboken, NJ** – Engineer for a city park project that incorporates the delay and store components of the Rebuild by Design approach. Following the city's Green Infrastructure Strategic Plan, Langan designed and prepared the stormwater management for this park. We designed a system to hold the equivalent of a 10-year storm volume through green stormwater infrastructure components, including bioswales and rain gardens to mitigate existing flooding within this area of the city.
**Start**: November 2014 **Completion**: Ongoing **Cost**: N/A
*Jennifer Gonzalez - City of Hoboken -* [redacted]

**770 House / 7th And Jackson Resiliency Park, Hoboken, NJ –** Civil Engineer on this two-city block redevelopment which includes three residential high-rise towers (424 units) atop a pedestal comprised of commercial and retail space as well as an open air parking deck incorporated into the rear of the building. The project also includes the design and construction of two public parks, part of city-wide resiliency and stormwater management solutions, and a multi-use community center/gymnasium.
**Start**: October 2014 **Completion**: 2019 **Cost**: $263million
*David Gaber - Bijou Properties -* [redacted]

### EDUCATION

B.S., Civil Engineering
Rowan University

LANGAN

# KELLY McCORMICK, PWS, LEED AP

## ASSOCIATE

## NATURAL RESOURCES PERMITTING & WETLAND DELINEATION

Ms. McCormick has 23 years of experience in natural resource and land use consulting services in both the private and public sectors. While at Langan, her work has included overall project management as well as various focused land use consulting services, including conducting numerous wetland site investigations and delineations, completing extensive natural resource due diligence reviews, preparing federal and state wetland, coastal, and floodplain permit applications, and conducting wetland mitigation monitoring studies in New Jersey, Pennsylvania, New York, Connecticut, and Delaware. Ms. McCormick has also been involved in the coordination and preparation of environmental assessments/impact statements for the federal NEPA process, State wetland and coastal permit programs and municipal zoning requirements.



### EDUCATION

B.S., Environmental Science
Muhlenberg College

### PROFESSIONAL REGISTRATION

Professional Wetland Scientist (PWS)

LEED Accredited Professional (LEED AP)

### AFFILIATIONS

Society of Wetland Scientists

Society of Women Environmental Professionals (SWEP)

### SELECTED PROJECTS

**DMAVA Park and Hudson River Walkway, Jersey City, NJ** – Natural Resources Lead for natural resource permitting on this public walkway and park project proposed by the State of New Jersey. Obtained NJDEP Land Use permits including In-water Waterfront Development Permit, Upland Waterfront Development Permit and Water Quality Certificate. Also obtained USACE Section 10/404 Letter of Permission and Nationwide Permits to construct the pile supported walkway, bulkhead construction and other slope stabilization activities.
**Start**: December 2008 **Completion**: September 2013 **Cost**: $13.5million
*Richard Herrero - State of NJ Department of Treasury Division of Property Management and Construction -* [redacted]

**EMPTY SKY: New Jersey's 9/11 Memorial,** Jersey City, NJ – Permitting Manager assisting with the application and aquisition of necessary permits to support the New Jersey September 11th Memorial Design Competition Winner, "Empty Sky." The site is located at Liberty State Park along the Hudson River. Pemits and authorizations included stakeholders from the City, County, State Department of Environmental Protection for waterfront redevelopment and environmental conditions, and the State Historic Preservation Office due to the proximity to historic structures.
**Start**: November 2004 **Completion**: September 2011 **Cost**: $12.6million
*Jessica Jamroz - Modern Operations -* [redacted]

**Southwest Resiliency Park, Hoboken, NJ** – Permitting Manager for a city park project that incorporates the delay and store components of the Rebuild by Design approach. Following the city's Green Infrastructure Strategic Plan, Langan designed and prepared the stormwater management for this park. We designed a system to hold the equivalent of a 10-year storm volume through green stormwater infrastructure components, including bioswales and rain gardens to mitigate existing flooding within this area of the city.
**Start**: November 2014 **Completion**: Ongoing **Cost**: N/A
*Jennifer Gonzalez - City of Hoboken -* [redacted]



# JEFF CIABOTTI

## STRATEGIC ADVISOR

### PROFESSIONALHI GHLIGHTS

Years of Experience: 27

Toole Design: 2012-Present

Save the Children - U.S. Programs: 2011-2012

Rails-to-Trails Conservancy: 1995-2011

### EDUCATION/ CERTIFICATION

Bachelor of Arts, Psychology, Rollins College: 1987

### APPOINTMENTS/ AFFILIATIONS

Jeffrey L. Doppelt Charitable Foundation

Transportation Research Board Pedestrian Committee

Transportation for America, Equity Caucus

Coalition for Regional Trail Initiatives, Advisor

Jeff is Toole Design's Trail and Greenway Practice Lead and Mid-Atlantic Deputy Director of Planning. He has spent 25 years creating healthy, sustainable communities through building networks of trails, greenways, and connecting corridors. Jeff was formerly the Vice President for Trail Development at Rails-to-Trails Conservancy, and he is a nationally recognized expert who has presented numerous trainings, workshops, and keynotes in the US and at international venues. He has led numerous trail and greenway projects for a variety of cities, regional agencies, and state-level clients, clearly translating the desires of the people and places he works into each project. Jeff is currently working on greenway feasibility projects from Maryland to Massachusetts to the west coast that require knowledge of emergent technologies and trail/greenway interaction with transportation systems. He understands all aspects of a project's evolution, such as policy development including federal railbanking, master planning, prioritization, funding, conceptual design and management.

### SELECTED PROJECT EXPERIENCE

**Reimagine Middle Branch,** Baltimore, MD
Jeff is the Project Manager for what will be Baltimore's next great recreational and natural waterfront, with water and land-based attractions along the Patapsco River shoreline connecting to a network of parks and paths. Toole Design is a key subconsultant on the Middle Branch Master Plan, a multi-year public-private partnership to build a system of world class parks, trails, and public amenities along 11 miles of the Patapsco River's Middle Branch shoreline from the Locust Point Marine Terminal to Masonville Cove. Toole Design's work focuses on planning and design of greenway development for the Loop Trail system, neighborhood connectivity to the waterfront, analysis and design of intersections and roadway/trail interactions and importantly, identifying early priority projects that can be built quickly.

**Grand Junction Path and MIT Property Feasibility Study,** Cambridge, MA
Jeff worked with a team of experts to determine the feasibility of incorporating the Grand Junction path through the Massachusetts Institute of Technology (MIT) campus. The study aimed to identify and understand the potential impacts of adding the multiuse path along the existing MIT rail corridor. Jeff assisted in conducting an analysis of rails-with-trails, which are trails located adjacent to active rail lines. The analysis included design considerations, challenges, and resources that the team referred to throughout the length of the project.

**Joe Louis Greenway Framework Plan,** Detroit, MI
The Joe Louis Greenway is a proposed 31-mile regional greenway circling the City of Detroit, MI. This once-in-a generation project will significantly contribute to Detroit's urban transformation. Jeff oversaw Toole Design's role focusing on the transportation assessment portion of the framework plan, engaging in vital public outreach, and developing greenway design standards, which will be applied throughout the greenway.

### OTHER RELEVANT EXPERIENCE

**FHWA *Guidebooks on Climate Resilience and Trails***

TOOLE DESIGN



# MICHAEL BLAU, AICP

## GREENWAY PLANNING, PUBLIC OUTREACH, DESIGN GUIDANCE, ACCESS, SAFETY

### PROFESSIONAL HIGHLIGHTS

Years of Experience: 10 Toole Design: 2018-Present

Burton Planning Services: 2015-2018

Side Street Planning: 2015-2016

Central Ohio Transit Authority: 2015

The Ohio State University: 2013-2015

Columbus Public Health: 2013-2014

CoGo Bikeshare: 2013 City of Asheville, NC: 2012

### EDUCATION / CERTIFICATION

Master of Science, City and Regional Planning, Ohio State University: 2015

Bachelor of Arts, Psychology, Goucher College: 2009

American Institute of Certified Planners

Michael is a senior planner based in New York City. He is an experienced project manager who helps communities create healthier and safer built environments. Michael specializes in active transportation planning, nonmotorized data collection and analysis, and professional development instruction. Thanks to an interdisciplinary background in city planning, public health, and social justice, he brings a unique lens to his work. He has collaborated with a variety of clients on many projects, from statewide active transportation policy development to neighborhood walking programs.

### SELECTED PROJECT EXPERIENCE

**DelDOT Bicycle and Pedestrian On-Call**
As part of an on-call for the Delaware DOT, Michael authored a technical memo for recommendations to improve crossings along a recently built trail that is a critical active transportation link in the southern part of the state. Michael analyzed conditions at these crossings to determine what factors were causing unsafe conditions. He categorized all existing crossings into typologies, based upon the level of risk that trail users face at each location, and provided context-sensitive design solutions to increase trail user safety, comfort, and convenience.

**North Jersey Transportation Planning Authority Regional Active Transportation Plan,** North Jersey, NJ
Michael is leading a team of consultants in developing the North Jersey Transportation Planning Authority's first regional active transportation plan. The plan will be interdisciplinary in scope, incorporating economic development, climate resilience, and transportation equity components. Technical work will include regional network accessibility mapping, an active transportation strategy guide, and a series of regionally significant corridor case studies.

**North Jersey Transportation Planning Authority Pedestrian Count Program**
Toole Design was hired to help the NJTPA develop, implement, and analyze its first comprehensive pedestrian count effort in North Jersey. Michael managed a multidisciplinary group of planners, analysts, and public engagement specialists to support the NJTPA. His team created a methodology for identifying 100 pedestrian count locations throughout the region to better understand pedestrian activity, with a focus on improving safety, mobility, and health outcomes in Environmental Justice communities.

### OTHER RELEVANT EXPERIENCE

**New Jersey Department of Transportation Bicycle and Pedestrian On-Call**



# Kevin Dahms, PE

Water Resources Engineer

Biohabitats
GREAT LAKES BIOREGION

Mr. Dahms is a water resources engineer whose interdisciplinary background in engineering and environmental science led to a passion for incorporating ecological design into stormwater management, urban planning, and coastal resilience initiatives. Over his nine years of experience, He has applied this approach to a variety of green infrastructure, low-impact development (LID), watershed planning, hydrologic monitoring, and habitat restoration projects. He has led and participated in various phases of project implementation including planning, site investigation, survey, conceptual through final design, construction documents, permitting, construction oversight, operations and maintenance, and stakeholder engagement.

Mr. Dahms has extensive experience with project management; site analysis and design; hydrologic and hydraulic monitoring, analysis, and calculations; construction document preparation; construction oversight and inspection; cost estimates; technical report writing; stakeholder engagement and public presentation; and plant identification. He is integrally involved with the Sawmill Creek Wildlife Management Area assessment and habitat restoration projects throughout northern New Jersey and New York Harbor. He is familiar with ArcGIS, AutoCAD, MATLAB, R, and a variety of water sampling and monitoring protocols and equipment.

## EDUCATION

M.ESc., School of Forestry and Environmental Studies, Yale University

B.E., Environmental Engineering, Thayer School of Engineering, Dartmouth College

B.A., Environmental Studies, Dartmouth College

## REGISTRATION

Professional Engineer: CT

## ADDITIONAL EXPERIENCE

- Mariners Marsh Park and Arlington Marsh, New York, NY
- New York City Department of Environmental Protection Green Infrastructure in Parks, New York, NY
- Sliver by the River Green Infrastructure Alternatives Analysis, Bridgeport, CT
- Fort Hill Brook Riparian Buffer Restoration, Groton, CT
- Crow Point Floodplain Restoration, Wethersfield, CT
- Restoration of Wild Duck Pond, Ridgewood, NJ
- Fresh Creek Wetland Mitigation, Brooklyn, NY
- NYC DEP – Green Infrastructure in Parks, New York, NY

## RELEVANT EXPERIENCE

**Sawmill Creek Wildlife Management Area, Lyndhurst, NJ.** Mr. Dahms is leading this phase of the restoration vision which includes hydrodynamic and sediment transport modeling of the tidal system of the Sawmill Creek WMA. This is essential to determining the best approach for habitat restoration. Mr. Dahms is also leading the consideration of climate change and sea level rise in these analyses so that the site's full ecological and carbon sequestration value can be realized into the future.

**Teaneck Creek Park Habitat Restoration, Teaneck, NJ.** Mr. Dahms managed construction oversight and design services for the stormwater management, habitat restoration, and park enhancements as part of a contract with Bergen County Parks Department. The project incorporates a combination of strategies including regenerative stormwater conveyance, wetland restoration, invasive species removal, trail improvement, and contaminated site remediation to enhance over 40 acres of parkland.

**Earle Naval Station Nature-based Community Protection, Leonardo, NJ. NY/NJ.** As Project Manager, Mr. Dahms led the site assessment, monitoring, and modeling of erosion and coastal dynamics which informed the selection of a nature-based shoreline protection approach. The team modeled the existing hydrodynamic and sediment transport conditions at the site and evaluated multiple alternative nature-based design approaches that reduced shoreline erosion, protected the Navy's infrastructure and surrounding community, and enhanced the site's ecology. He led the team in preparing preliminary designs of nature-based shoreline protection features including nearshore breakwaters, marsh fringe restoration, and dune rehabilitation.



# Michael Trumbauer, CERP

Biohabitats
GREAT LAKES BIOREGION

Senior Restoration Ecologist

**EDUCATION**

M.S., Environmental Science in Water Resource Management, Towson University

B.S., Wildlife and Fisheries Management, Frostburg State University

**CERTIFICATION & TRAINING**

The Society of Ecological Restoration, Certified Ecological Restoration Practitioner

State of Maryland, Qualified Forest Professional per COMAR, Maryland Department of Natural Resources

Maryland Erosion and Sediment Control Responsible Personnel

Geomorphology and Sediment Transport Applied to Channel Design, Utah State University

Ecological and Geomorphologic Principles of Stream Restoration, UMD

Rosgen Levels I-IV, Wildland Hydrology

**PROFESSIONAL ASSOCIATIONS**

Maryland Stream Restoration Association

Mr. Trumbauer has over 20 years of experience in natural resources assessments, environmental permitting, ecological restoration design, and construction management. He is an accomplished ecologist with an academic background in terrestrial and aquatic ecology, credentials as a MDNR Qualified Professional, and has performed numerous wetland, forest, and RTE surveys; however, he has focused his professional career on gaining a broad understanding of the physical processes that shape forest, river, and coastal systems and applied this knowledge to enhance the ecological function of restoration designs in urban and rural settings.

Mr. Trumbauer performs project management and lead scientist roles for numerous ecological stream/coastal restoration, stream/coastal assessment, and construction management projects for a broad range of clients throughout the Mid-Atlantic and New England states. He has presented papers on topics related to stream and river assessment, fish passage, and sediment transport at both national and regional stream restoration conferences and is a current and active member of the Maryland Stream Restoration Association (MSRA).

**RELEVANT EXPERIENCE**

**Earle Naval Station Nature-Based Community Protection, Leonardo, NJ.** As project principal, Mr. Trumbauer oversaw the site assessment, monitoring, and modeling of erosion and coastal dynamics which informed the selection of a nature-based shoreline protection approach. The team modeled the existing hydrodynamic and sediment transport conditions at the site and evaluated multiple alternative nature-based design approaches that reduced shoreline erosion, protected the Navy's infrastructure and surrounding community, and enhanced the site's ecology.

**PHL Wetland Mitigation at FDR Park, Philadelphia, PA.** Mr. Trumbauer was the project manager and senior restoration ecologist responsible for restoring a neglected 33-acre portion of FDR Park to a tidal wetland mosaic to mitigate for impacts associated with the PHL Airport expansion. As project manager, Mr. Trumbauer was responsible for overseeing the design and bidding of the $22 million construction project, collaborating with project stakeholder, coordinating permits and public outreach, and construction administration. As senior restoration ecologist, Mr. Trumbauer defined the target ecology, worked with the project engineers and scientists to establish the wetland grades, and developed the adaptive management strategies and specifications for the wetland establishment.

**Crow Point Floodplain Restoration, Wethersfield, CT.** As project principal, Mr. Trumbauer oversaw the team in field visits and desktop analyses, oversaw a 2D hydrodynamic model, and guided the development of restoration designs. The team used HEC-RAS to evaluate strategies to restore a natural flood regime to the site and native floodplain forest plantings and invasive species management strategies were proposed. He was responsible for overseeing preliminary designs, cost estimates, and project timelines.



# Chris Streb, PE, LEED AP

Biohabitats
GREAT LAKES BIOREGION

Senior Engineer / Practice Leader of Bioworks

Mr. Streb leads Biohabitats' internal research and development program. As an ecological engineer with 27 years of experience in regenerative design including ecological planning, green infrastructure design, stream restoration, wastewater treatment, and sustainable technologies, Mr. Streb applies engineering principles towards the understanding, modeling and design of ecological systems. Mr. Streb's projects have ranged from green infrastructure planning for the New York City Long Term Control Plan to designing patented floating wetland technology for the Baltimore Inner Harbor. Well versed in all aspects and scales of watershed restoration, his experience includes physical and biological assessments, hydrologic and hydraulic analyses, site evaluation and data synthesis, concept development, permitting, preparation of design and construction plans, cost estimating, construction procurement, and monitoring. Mr. Streb continues to be one of Biohabitats' creative innovators, integrating engineering and a passion for the natural world to design ecological systems that support communities, biodiversity and life.

## EDUCATION

M.S., Biological Resources Engineering, University of Maryland

B.S., Civil Engineering, West Virginia University

## PROFESSIONAL REGISTRATION

Professional Engineer: GA, CT, MD, SC

## CERTIFICATION & TRAINING

LEED Accredited Professional for New Construction

Biomimicry Specialist, Biomimicry 3.8 (in progress)

Strategic Sustainable Development, Summer Course, Blekinge Institute of Technology

Green Roofs for Healthy Cities, Green Roof Design 101

Rosgen Levels I-II, Wildland Hydrology

River System Management: Geomorphologic Principles and Engineering Practice, Wildland Hydrology

## ASSOCIATIONS

International Society of Ecological Engineering (IEES)

Society for Ecological Restoration Mid-Atlantic Chapter (SER), Board of Directors

U.S. Green Building Council, Maryland Chapter

American Society of Civil Engineers

## RELEVANT EXPERIENCE

**Pier 26 Hudson River Park, New York, NY.** As ecological engineer, Mr. Streb prepared a site analysis and led design services to inform the Estuarium's proposed ecological programming. Biohabitats helped the design team establish ecological goals for the site design and recommended the best alternatives for observing and interacting with the many fauna that are characteristic of the Hudson River Estuary.

**Jamaica Bay Watershed Protection Plan, New York City, NY.** Mr. Streb provided technical support for the Jamaica Bay watershed protection plan, a watershed improvement project for a large tidal basin in New York City between Rockaway, the Bronx and Queens. This project is a major undertaking for the New York City Department of Environmental Protection (NYCDEP) and acknowledges the complex nature that physical, chemical, biological and cultural actions have had on this resource over the history of New York City. Biohabitats was one of a number of engineering and consulting firms working on this plan, but our responsibility was to assimilate the input from the other firms and prepare the watershed management plan to clearly identify the problems and their causes, identify the steps necessary to resolve these problems, and working closely with the NYCDEP prescribe specific, implementable actions to initiate the conservation, protection, and restoration of Jamaica Bay.

**Chase Pier Feasibility and Schematic Design, Baltimore, MD.** Mr. Streb developed the idea to convert an unused, dilapidated pier on the Baltimore Harbor into an ecological and sculptural public attraction that cleans polluted Harbor water and improves aquatic habitat. Mr. Streb presented renderings of the idea, prepared by Biohabitats landscape architects, to stakeholders in the private and public sector. The concept was further developed and submitted in the Baltimore Harbor Action Plan. Mr. Streb was the project manager for performing a feasibility analysis of the concept. A structural analysis was completed and determined that with repairs, the existing pier can adequately support the loads associated with the design. Schematic and design development plans have been prepared.

# MIMI HOANG, AIA, LEED GA
## Resource Partner



Mimi co-founded nARCHITECTS with Eric Bunge with a belief in architecture as an agent of positive change, responding to and connecting people with the environment in unexpected ways. Responding to our world in flux while fostering social engagement guides her work. Born in the tropics of Vietnam and trained in Amsterdam and New York City, she brings a global outlook and an obsession with greenery to the firm's design culture.

Mimi is currently leading the Made in New York Campus, rehabilititating warehouses into manufacturing spaces, and a series of park / community buildings for NYC DDC / DPR, Hudson River Park Trust and City of Hoboken. She led the firm's award-winning transformation of Chicago's Navy Pier and Artisan House, a mixed use tower in HK.

**Education**

Master of Architecture, Harvard Graduate School of Design
Bachelor of Science in Architecture, Massachusetts Institute of Technology

**Professional Experience**

nARCHITECTS, Founding Partner
Steven Holl Architects, NYC, Project Designer
Schwartz/Silver Architects, Boston, Designer
Leers Weinzapfel Associates, Boston, Designer
Teun Koolhaas Associates, Amsterdam, Designer

**Academic Posts**

Adjunct Associate Professor, Columbia University, 2008–present
Adjunct Assistant Professor, Yale University, 2003–2014
Visiting Critic at Harvard University (2008), U.C. Berkeley (2005)

**Professional Registration**

AIA, LEED, NCARB. Licensed in: New York, New Jersey, Massachusetts, Illinois, Florida, Washington.

**Practice**

Ithaca Farmers Market
Gansevoort Peninsula Park Pavilion
Made in New York Campus at Bush Terminal, NYC
Northwest Resiliency Park Pavilion, Hoboken, NJ
The Foundry, Cornell University
Artisan House Tower, Hong Kong
Pop-Up Retail, Boston, MA
Chicago Navy Pier, IL
NYC DOT Buildings at Harper Street Yard, NYC
MoMA Rising Currents, NYC
Switch Building, NYC

**Current Projects**

Made in NY Campus at Bush Terminal, Brooklyn, NY, Partner-in-Charge (Winter 2022)
Gansevoort Peninsular Park Pavilion, NY, NY, Partner-in-Charge (Fall 2022)
Northwest Resiliency Park/Pavilion, Hoboken, NY, Partner-in-Charge (Fall 2022)
The Foundry, Ithaca, NY, Partner-in-Charge (Winter 2022)
Orchard Beach Maintenance & Operations Building, Bronx, NY, Partner-in-Charge (Spring 2025)

# ERIC BUNGE, FAIA
## Partner-in-Charge



Eric co-founded nARCHITECTS with Mimi Hoang with the goal of addressing the critical issues transforming our cities today with innovative concepts and technical precision. He cultivates an inquisitive and playful approach to architecture, connecting buildings with public space, and people with a changing world.

Eric is currently leading the Little Falls Connector project for NYPA and recently completed the net-zero Jones Beach Energy & Nature Center, New York State Equal Rights Heritage Center and A/D/O. He led the ground breaking Carmel Place and contributes to numerous housing symposia on the topics of innovative housing typologies, modular construction and affordability.

**Education**

Master of Architecture, Harvard Graduate School of Design (Distinction)
Bachelor of Architecture, McGill University (Distinction)

**Professional Experience**

nARCHITECTS, Founding Partner
Diller + Scofidio, Project Architect
Kennedy & Violich Architecture, Project Architect
Paul Andreu/Aeroports de Paris, Designer

**Academic Posts**

Adjunct Associate Professor, Columbia University, 2008- present
Adjunct Assistant Professor, Parsons School of Design, 2003-2008
Visiting Critic at Harvard University (2008), Yale University (2009), University of Toronto (2006)

**Professional Registration**

FAIA, Licensed in New York

**Practice**

Jones Beach Energy and Nature Center, NY
Ciszek Hall Jesuit Residence, NYC
301 Broome Street condominium building, NYC
First Buffalo River Marina Waterfront, NY
NYS ERHC (New York State Equal Rights Heritage Center), Auburn, NY
Carmel Place (My Micro NY), NYC
A/D/O Design Space for BMW/MINI, Brooklyn, NYC
M2, Calgary, AB, Canada
ABC Dbayeh Department Store, Beirut, Lebanon
Ellicott Park, Buffalo Niagara Medical Campus, NY
Switch Building, NYC

**Current Projects**

First Buffalo River Marina, Buffalo, NY, Partner-in-Charge (2023)
House Between Forest and Field Phase II, Partner-in-Charge (Winter 2022)
Visual Arts Center, NJ, Partner-in-Charge (Fall 2024 )
Little Falls Connector, Little Falls, NY, Partner-in-Charge (Fall 2025)

**Awards**

NY Public Design Commission Award, two AIA NY Design Honor Awards, AIA NY Building Type Merit Award, the Canadian Professional Rome Prize, NYS Firm of the Year 2017

# AMANDA MORGAN, AIA, LEED AP (BD+C)
## Principal, Project Manager



Amanda is an experienced architect with a background in architecture, interior design and psychology. Her leadership at nARCHITECTS has been instrumental in developing our focus on socially and environmentally sustainable public projects that positively transform communities. As Principal, Amanda's oversees projects with complex programs and parameters, including the Made in NY Campus, the NYS Equal Rights Heritage Center, the net-zero Jones Beach Energy & Nature Center and A/D/O. To these multi-headed client body / stakeholder projects, Amanda brings her clarity of thought and purpose, merging vision with a sensitivity to the specifics of each place and community. Prior to joining nARCHITECTS, Amanda led the Cornell University Mann Library & Bailey Hortorium for Beyhan Karahan & Associates.

**Education**

Master of Architecture, University of Pennsylvania
Bachelor of Fine Arts in Interior Design, University of Idaho
Bachelor of Science in Psychology, University of Idaho

**Professional Experience**

nARCHITECTS, Principal
Beyhan Karahan & Associates, Architects (BKAA), Project Manager
MODU, Project Designer
Manifold Architecture Studio, Architectural Designer
Lyndon Goode, London, Architectural Designer
Skidmore, Owings, & Merrill, Designer

**Professional Registration**

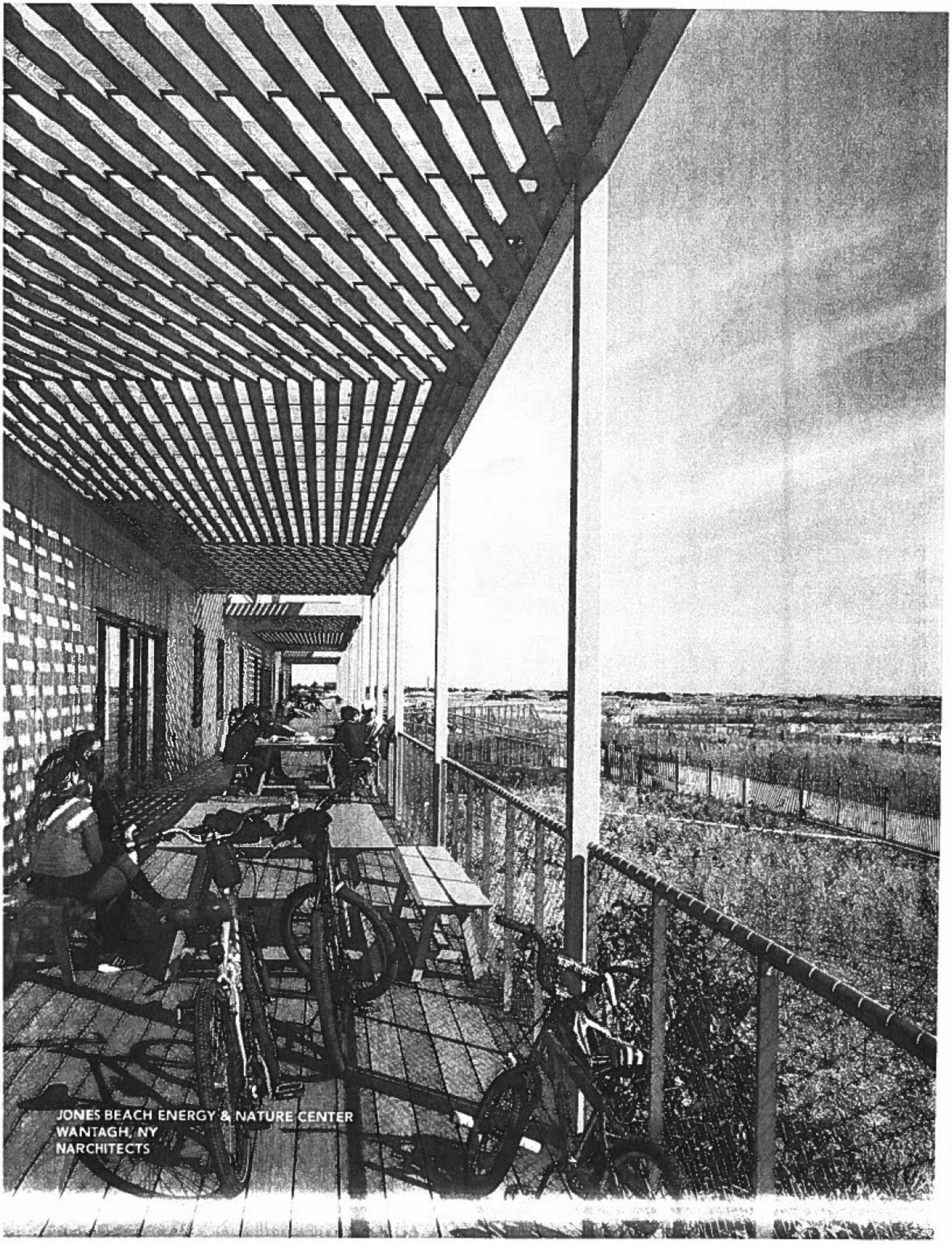
AIA, LEED AP (BD+C), Licensed in New York

**Practice**

Made in NY Campus, Brooklyn
Jones Beach Energy and Nature Center, NY
New York State Equal Rights Heritage Center, Auburn, NY
A/D/O, Brooklyn, NYC
Floyd Bennett Field CPSD for NYPD
Public Square Cafe, Cleveland, OH
Gateway Estates Comfort Station, Brooklyn, NYC
M2 Mixed-Use Development, Calgary, Alberta
Carmel Place (My Micro NY), NYC
Mann Library + Bailey Hortorium, Cornell University (at BKAA)
88 Jane St. Residence, NYC (at BKAA)
55 Greene St. Loft, NYC (at BKAA)
Chocolate Factory, NYC (at BKAA)

**Current Projects**

Made in NY Campus at Bush Terminal, Brooklyn, NY, Project Manager (Winter 2022)
Little Falls Connector, Little Falls, NY, Project Manager (Fall 2025)



JONES BEACH ENERGY & NATURE CENTER
WANTAGH, NY
NARCHITECTS

# 3.6.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE & SCOPE

We have a proven track record of designing and delivering critically acclaimed large parks, waterfront, greenway, and natural resources conservation projects from master plan to completion. The following projects have been selected for their relevance in scale, use, design, ambition, process, context and/or scope. In addition to the 3 featured projects, we have also included profiles of other relevant work by Field Operations and our core team. Many fit in more than one category—those marked with a number on the right correspond to that category as well.

## 1. LARGE PARKS:

**FEATURED PROJECTS (JCFO):**

Freshkills Park, Staten Island, NY **(2, 3, 4)**

Presidio Tunnel Tops, San Francisco, CA **(2)**

Shelby Farms Park, Memphis, TN **(2, 3, 4)**

**REFERENCED PROJECTS (JCFO):**

Great Falls Park, Paterson, NJ **(2, 4)**

Guiwan Park, Shenzhen, China **(2, 4)**

South Park Plaza at Queen Elizabeth Olympic Park, London, UK **(2, 4)**

Taopu Central Park, Shanghai, China **(4)**

## 2. WATERFRONTS:

**FEATURED PROJECTS (JCFO):**

Riverfront Park, Newark, NJ **(4)**

Domino Park, Brooklyn, NY

Central Waterfront, Seattle, WA **(3, 4)**

**REFERENCED PROJECTS (JCFO):**

Hudson River Park's Gansevoort Peninsula, New York, NY **(4)**

Navy Pier, Chicago, IL

**REFERENCED PROJECTS (LANGAN):**

DMAVA Park And Hudson River Walkway, Jersey City, NJ **(4)**

**REFERENCED PROJECTS (NARCHITECTS):**

Jones Beach Energy & Nature Center, Wantagh, NY (**4**)

## 3. GREENWAYS

**FEATURED PROJECTS (JCFO):**

High Line, New York, NY

The Underline, Miami, FL

Elliott Bay Seawall and Public Realm, Seattle, WA (**2, 4**)

**REFERENCED PROJECTS (JCFO):**

Georgetown Canal Plan, Washington, D.C.

**REFERENCED PROJECTS (TOOLE):**

Joe Louis Greenway Framework Plan, Detroit, MI

Re-Imagine Middle Branch Master Plan, Baltimore, MD

## 4. NATURAL RESOURCES CONSERVATION

**FEATURED PROJECTS (JCFO):**

Muscota Marsh, New York, NY (**2**)

Elliott Bay Seawall and Public Realm, Seattle, WA (**2, 3**)

Cornell Tech Campus, New York, NY (**2**)

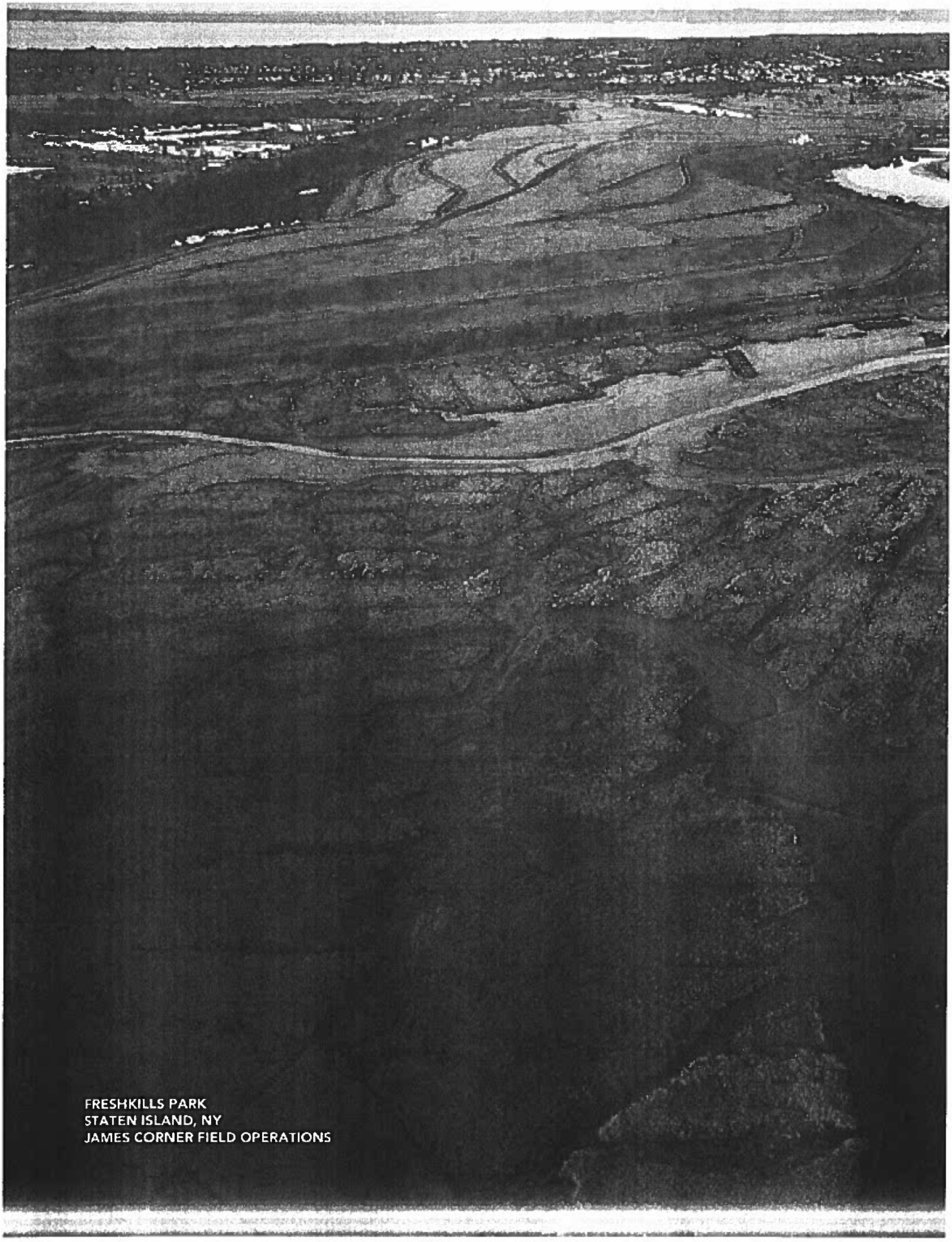
**REFERENCED PROJECTS (JCFO):**

Middle Branch Waterfront Master Plan, Baltimore, MA (**2**)

**REFERENCED PROJECTS (BIOHABITATS):**

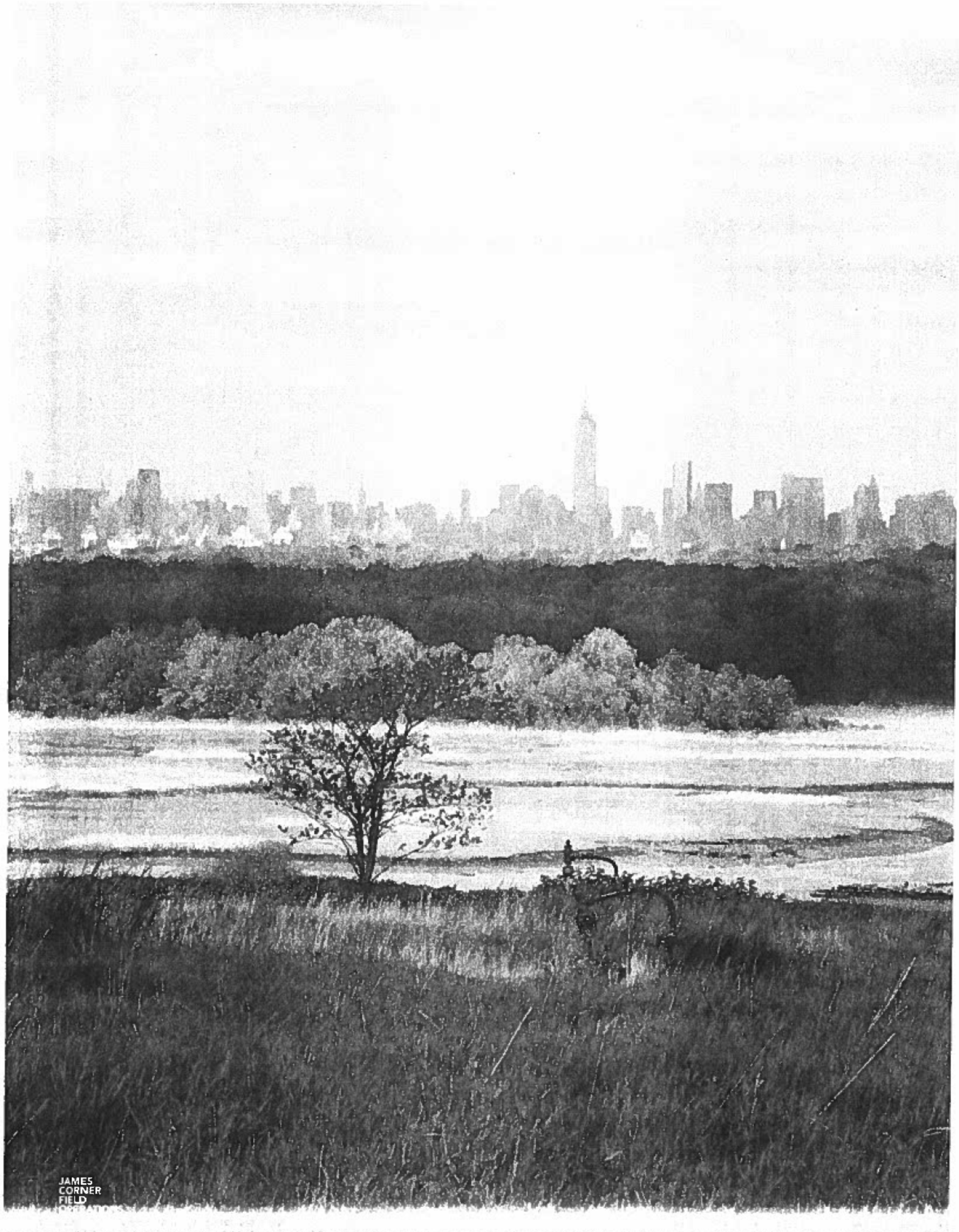
Sawmill Creek Wildlife Management Area, Lyndhurst, NJ (**2, 3, 4**)

Freshkills Park–North Park Wetland Restoration and Living Shoreline Design, Staten Island, NY (**2, 3, 4**)



FRESHKILLS PARK
STATEN ISLAND, NY
JAMES CORNER FIELD OPERATIONS


1. LARGE PARKS


JAMES
CORNER
FIELD




# FRESHKILLS PARK
## STATEN ISLAND, NEW YORK

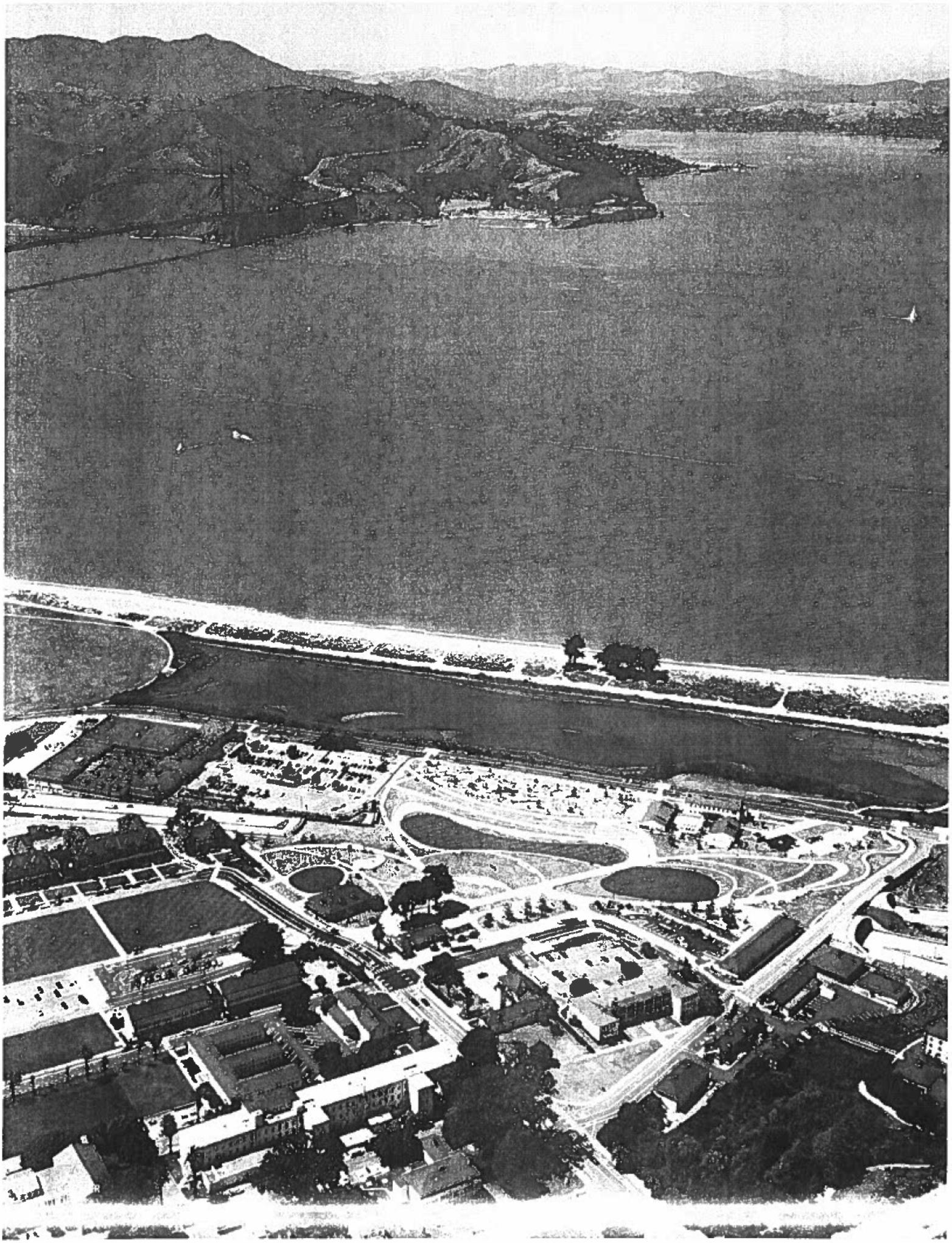
At nearly three times the size of New York City's Central Park, Freshkills Park comprises over 1,000 acres of closed landfill and 450 acres of wetland framed by spectacular views of downtown Manhattan. The award-winning master plan by Field Operations will guide the transformation from landfill to parklands over the course of 30 years.

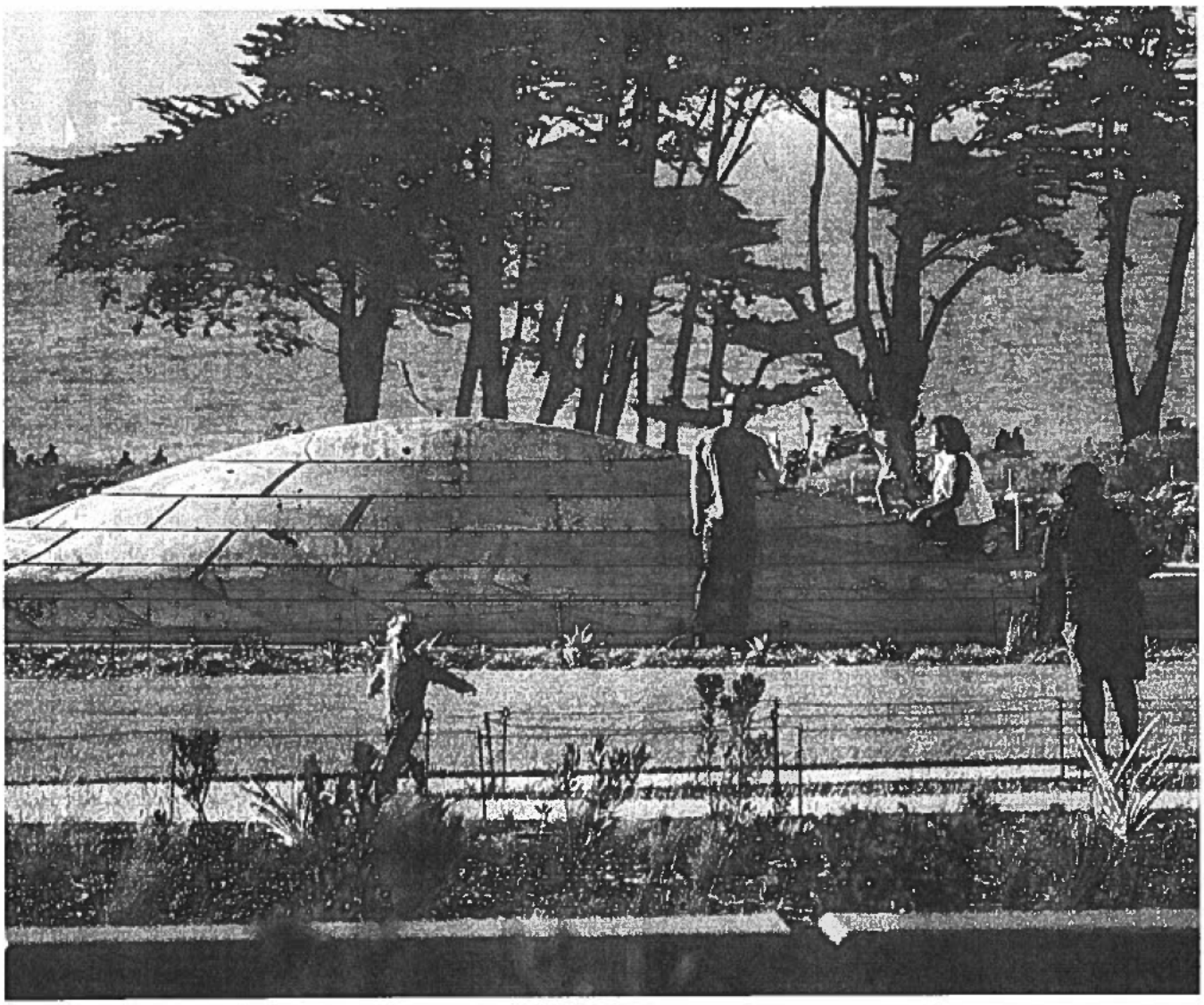
Over 750 acres of the park support active and passive recreation, public event spaces, and miles of trails. Early win and pilot projects have focused on providing public access to the interior of the site and showcasing its unusual combination of natural and engineered beauty, including creeks, wetlands, expansive meadows, and spectacular vistas of the New York City region, as well as providing much-needed community amenities, such as the playground at Schmul Park. The park is owned and operated by the NYC Department of Parks & Recreation and the project is an ongoing collaboration with several New York City and State agencies.

*"Freshkills, once a daily dumping ground, will become a showcase of urban renewal and sustainability."*

Michael Bloomberg, Former Mayor of New York City

| | |
|---|---|
| year | 2001–present |
| size | 2,200 acres |
| role | prime; landscape architecture, public realm |
| budget | $650 million |
| client | NYC Department of Parks & Recreation |
| contact | Adrian Smith Team Leader, Staten Island Capital Projects NYC Parks |
| phone | [redacted] |
| links | Freshkills Park |





# **PRESIDIO TUNNEL TOPS**
## SAN FRANCISCO, CALIFORNIA

Following an international design competition in 2014, Field Operations was selected to develop a 14-acre "tunnel top" parkland for San Francisco's historic Presidio. Presidio Tunnel Tops bridges over the newly tunneled Presidio Parkway (formerly Doyle Drive), which for years has separated the historic Main Post from the highly popular waterfront below, including Crissy Field and Crissy Marsh, directly reconnecting the city to the bay. Through a series of connective pathways, bluff landscapes, dynamic overlooks, and social gathering places, Tunnel Tops is a new, central place to meet and learn, to experience, to enjoy and to forge new forms of community and events.

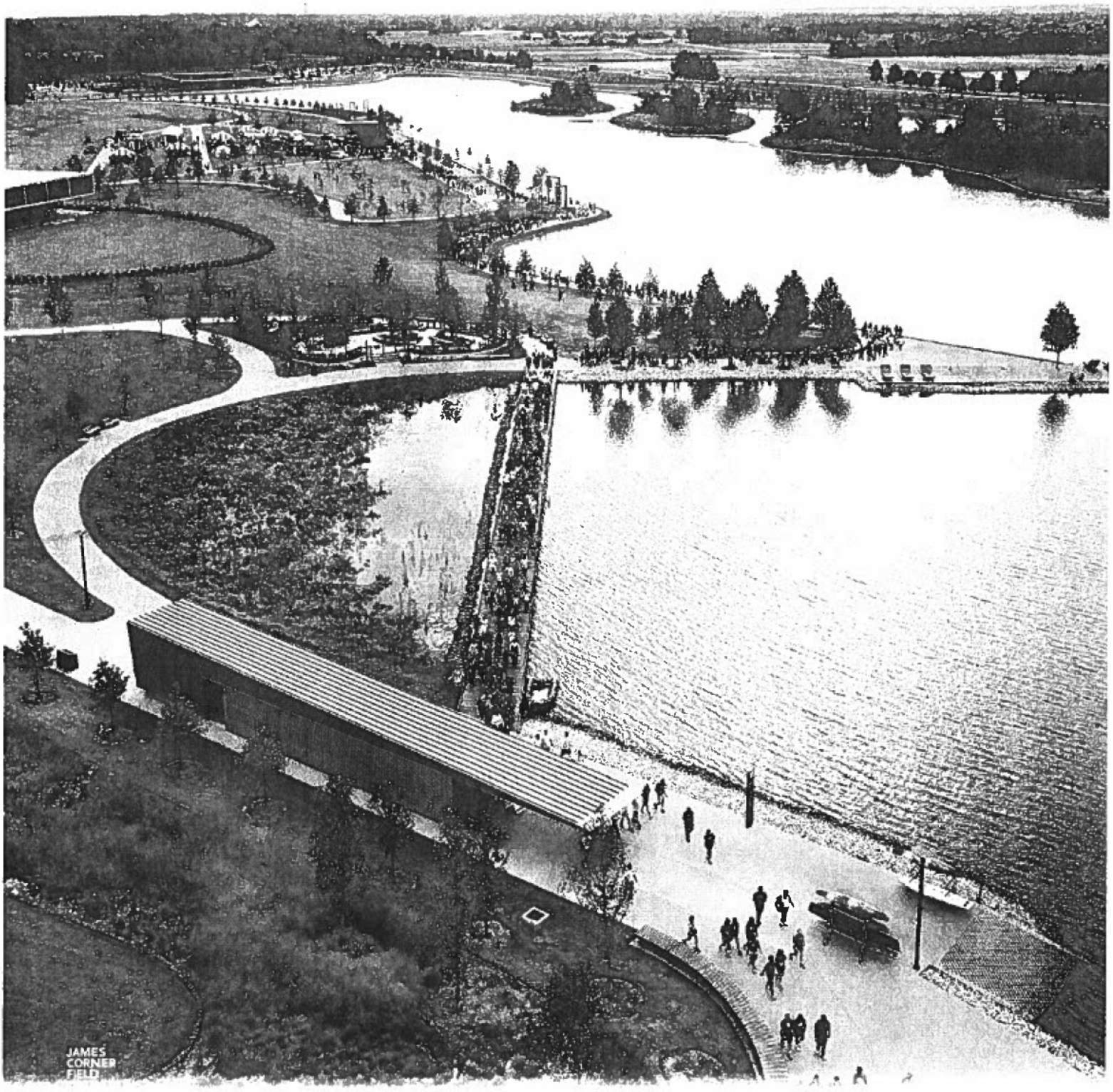
Presidio Tunnel Tops opened in July 2022. Field Operations is also working with the Presidio Trust to prepare a long-range landscape master plan for the larger 1,500-acre site.

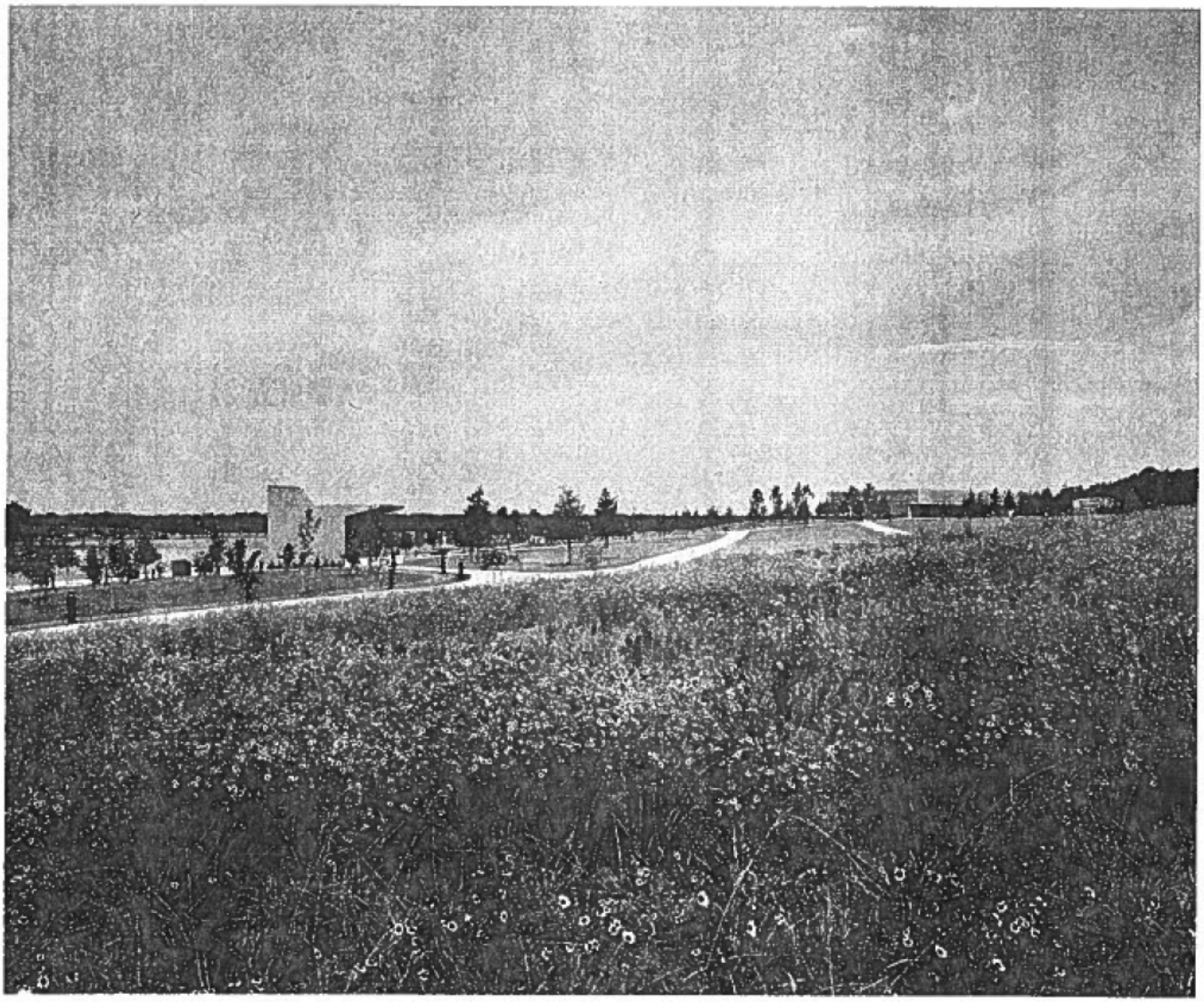
*"Presidio Tunnel Tops will serve as a beautiful beacon of recreation, education, and community. Visitors in the Bay Area and beyond will benefit from this magnificent new park—now and for generations to come."*

Nancy Pelosi, Speaker of the U.S. House of Representatives

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| | |
|---|---|
| year | 2014–22 |
| size | 14 acres |
| role | prime; landscape architecture, public realm |
| budget | $118 million |
| client | The Presidio Trust |
| contact | Michael Boland, Chief of Park Development & Operations |
| phone | [redacted] |
| links | Presidio Tunnel Tops |


JAMES
CORNER
FIELD



# SHELBY FARMS PARK
## MEMPHIS, TENNESSEE

Shelby Farms Park is one of the largest urban parks in the U.S. and one of the most unique spaces that Memphis has to offer, described as a lynchpin for the greening of the City. At 4,500 acres, it is more than five times the size of Central Park, with a mission to showcase Tennessee's ecology and Memphis' vibrant arts, food, and music culture; to be a gathering place for all; and to create an active, nature-based hub for recreation, health, and well-being.

Today, Shelby Farms Park has transformed into a contemporary park that defines and shapes Memphis. Phase 1 is now complete, including the 195-acre "Heart of the Park," defined by a massive new lake. The design significantly improves connectivity and accessibility and offers exposure to nature and greenery, particularly for the underserved parts of the City. The park is an economic engine for the region, is financially sustainable in its operations, and has re-established a relationship with natural systems, improving the surrounding environment and ecology, revenue generation and economic sustainability for everyone to enjoy.

*"Shelby Farms Park is the lynchpin for the greening of Memphis."*

Laura Wolff Morris, Former Executive Director of Shelby Farms Park Conservancy

| | |
|---|---|
| year | 2010 (Wolf River Pedestrian Bridge); 2011 (Woodland Discovery Playground); 2016 (Hyde Lake) |
| size | 4,500 acres |
| role | prime; landscape architecture, public realm |
| budget | $57.75 million |
| client | Shelby Farms Park Conservancy |
| contact | Jen Andrews, CEO, Shelby Farms Park Conservancy |
| phone | [redacted] |
| links | Shelby Farms Park |

# GREAT FALLS PARK

**Paterson, New Jersey**

Located in the heart of New Jersey, our Master Plan for the new Great Falls State Park in Paterson unleashes the power of this mostly hidden legacy to create a modern-day destination experience that weaves together a series of stories and places. Our design proposes an episodic sequence of landscapes, pathways, overlooks and features that tie together the river and falls, the natural habitats, the landmark structures and the town and neighborhood fabric.

Field Operations worked closely with Paterson Historical Preservation Society as well as the mayor's office, NJDEP and the community. The design does not simply recreate the past, but also helps to create the conditions for a new, contemporary Paterson, with spaces for social interaction, education and experience. Strategically working to amplify existing assets and features of the site, it is an economical approach, requiring investment in certain discrete features, while allowing other areas to be simply edited, groomed and revealed.

**Relevant Links:** Great Falls Park
**Date:** 2008
**Size:** 40 acres
**Cost:** $10 million
**Role:** Prime LA, master plan, reuse, public realm
**Client:** NJDEP Division of Property Management & Construction
**Contact:** Leonard A. Zax, President at Hamilton Partnership for Paterson
**Phone:** [redacted]

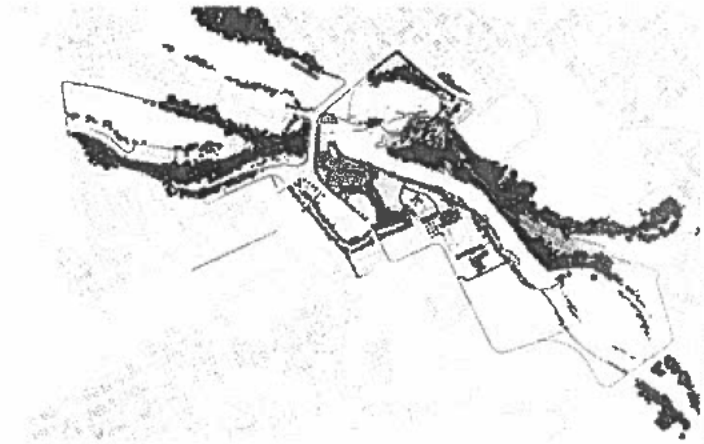
# GUIWAN PARK

**Shenzhen, China**

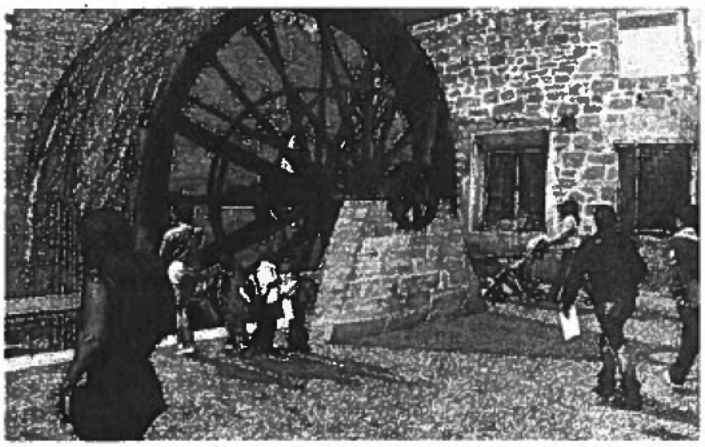
Qianhai's Guiwan Park is the first of five "water fingers" built as part of the master plan Field Operations designed for Qianhai Water City in 2010. Guiwan Park provides not only a world-class urban park that supports the new city center, but also large-scale green infrastructure for stormwater management and flood and tidal protection. Guiwan Park features three levels of terraces to mitigate the significant elevation change from the city level to the Qianhai Bay water level, which fluctuates due to tidal movement. With suitable planting species, these terraces are designed to provide vibrant public open spaces, while also supporting a variety of habitat recovery.

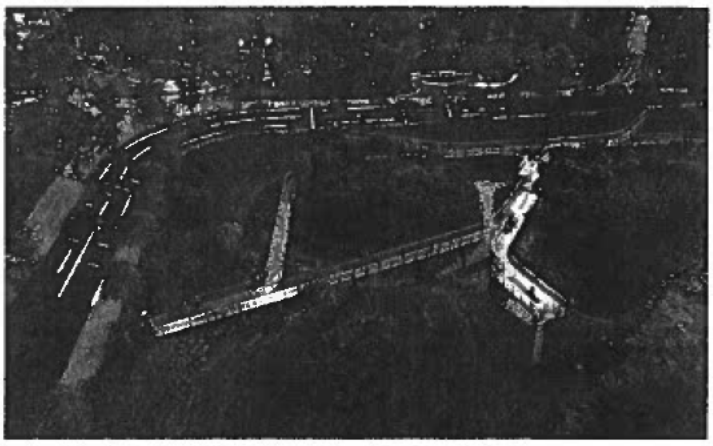
A network of fluid and dynamic pathways connects the surrounding neighborhoods with the park in order to support a variety of programs, including habitat, event, and display inside the park from its east end to its west waterfront. Gently shaped earthworks emphasize the longitudinal movements along the central channel along with the pathways to orient visitors as they move towards the bay.

**Relevant Links:** Guiwan Park
**Date:** 2010–21
**Size:** 111 acres, 1.9 km long
**Cost:** confidential
**Role:** master planning, vision, SD-DD, partial CD and CA (with local)
**Client:** Qianhai Investment Holding
**Contact:** Chong Yuan, Deputy Manager, Shenzhen Qianhai Development & Investment Holding Co., Ltd.
**Phone:** [redacted]









# SOUTH PARK AT QUEEN ELIZABETH OLYMPIC PARK

**London, UK**

Field Operations led the master plan and design for the post-Olympic Games transformation of the South Park Hub from an urban brownfield with contaminated soils into the publicly-dedicated Queen Elizabeth Olympic Park.

Since its opening day in April 2014, the park has been a catalyst for social, economic, and environmental transformation for this formerly neglected part of East London. South Park Plaza's program was directly influenced by community input—the surrounding neighborhoods previously had little access to open space, and often felt unwelcome in London's traditional gardens. South Park Plaza is full of community-oriented places, from play areas to small stages for seating or impromptu performances, to food and beverage options. South Park Plaza received the prestigious BALI National Landscape Award 2014.

**Relevant Links:** South Park at Queen Elizabeth Olympic Park
**Date:** 2012–14
**Size:** 30 acres
**Cost:** £21 million
**Role:** Prime, LA, master planning, public realm
**Client:** London Legacy Development Company
**Contact:** Selina Mason, Director of Masterplanning, Lendlease (Former Director of Design Integation, LLDC)
**Phone:** [redacted]

# TAOPU CENTRAL PARK

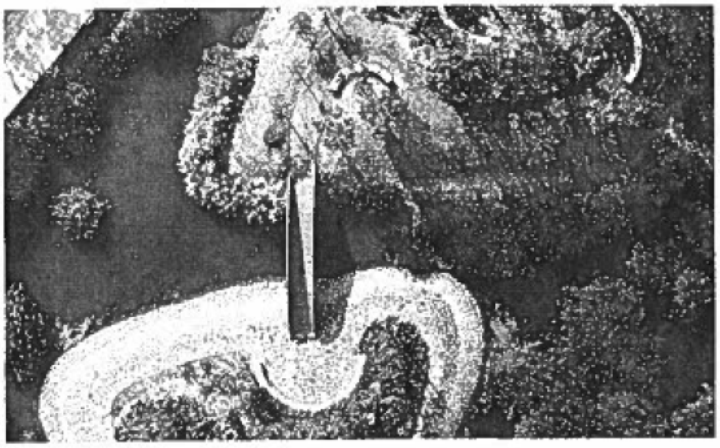
**Shanghai, China**

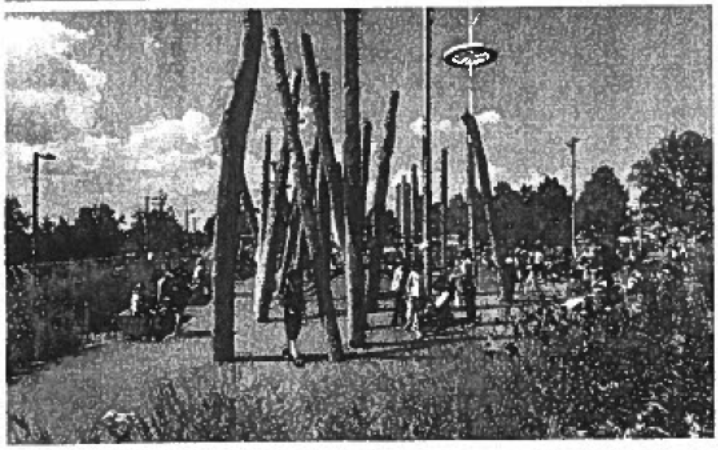
Taopu Central Park is the unifying element and urban green lung for Taopu Smart City, a science and technology hub in northwest Shanghai. Inspired by traditional Chinese culture's tenets of graceful movement and beauty, the park's dynamic and fluid network of pathways, waterways, and topography improve water quality, manage stormwater, provide an elegant soil remediation strategy, and create connections that transform industrial lands into a living ecosystem and a new kind of urban ecological park for China.

Taopu Central Park breaks the mold for many parks in China. The result is a dramatic and sizeable 237-acre park that redefines the city's relationship to water, provides a sense of big nature within a dense urban context, and supports 21st-century metropolitan life with spaces for habitat, water, events, and display.

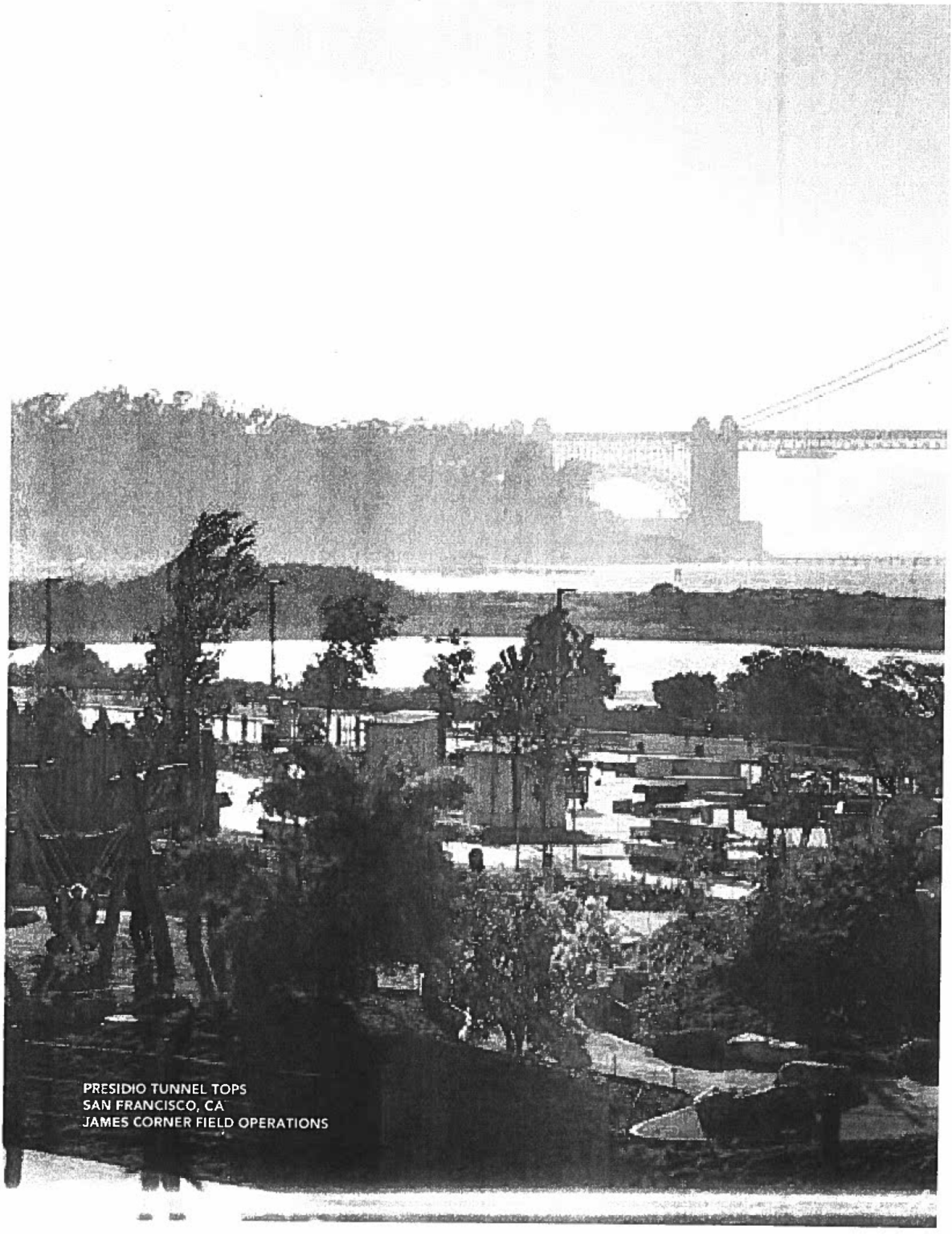
**Relevant Links:** Taopu Central Park
**Date:** 2015–present
**Size:** 237 acres (Phase 1A: 62 acres)
**Cost:** $58 million (Phase 1A)
**Role:** prime, LA, urban design, public realm
**Client:** Taopu Smart City Development Co., Ltd.
**Contact:** Jin Wang, Construction Manager, Taopu Smart City Development Construction Co., Ltd.
**Phone:** [redacted]





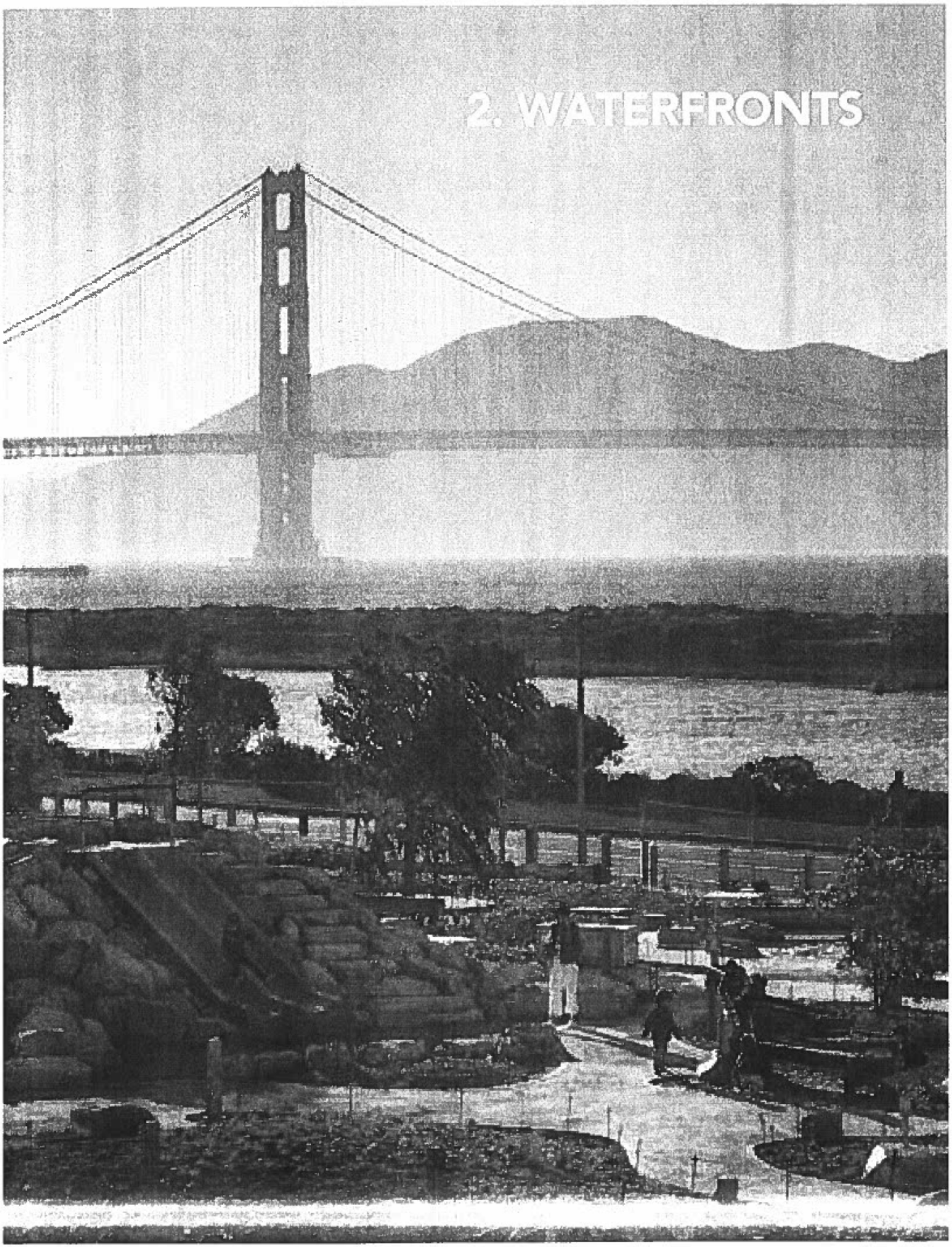


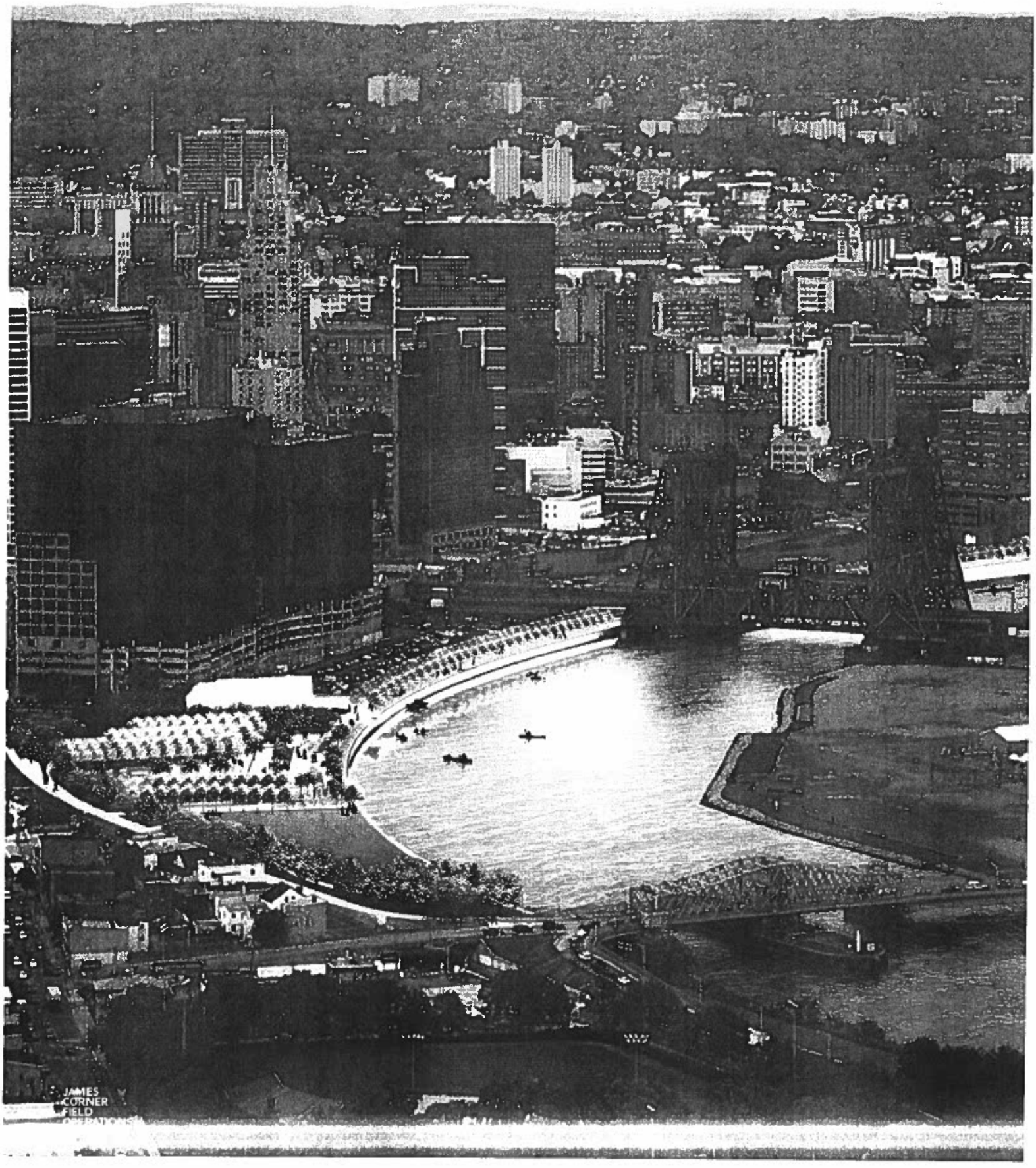


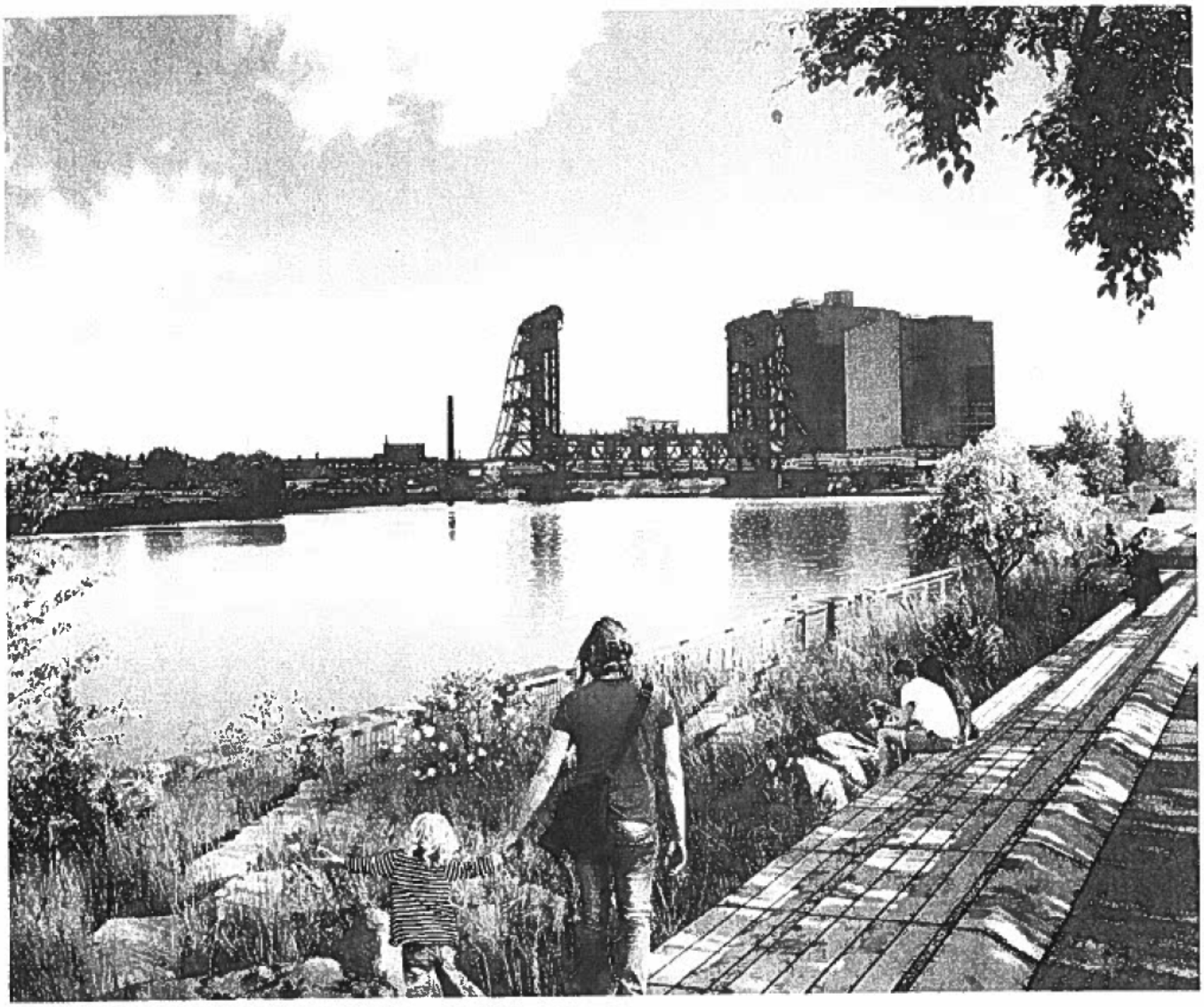


PRESIDIO TUNNEL TOPS
SAN FRANCISCO, CA
JAMES CORNER FIELD OPERATIONS

# 2. WATERFRONTS




JAMES
CORNER
FIELD



# RIVERFRONT PARK
## NEWARK, NEW JERSEY

Newark's Riverfront Park will be a dynamic public open space that is tightly knit with the city of Newark. Riverfront Park includes a continuous esplanade for walking, strolling, and running, places to sit and relax, and places to congregate, all which leverage its proximity to Newark's major train station and public transit network. Key attractions and destinations are placed along the esplanade with a focus on healthy living, including water recreation, family amenities, cooking, picnicking, performance, art, play, and education. The esplanade is fitted with a series of kiosks for concessions, education, art, and information.

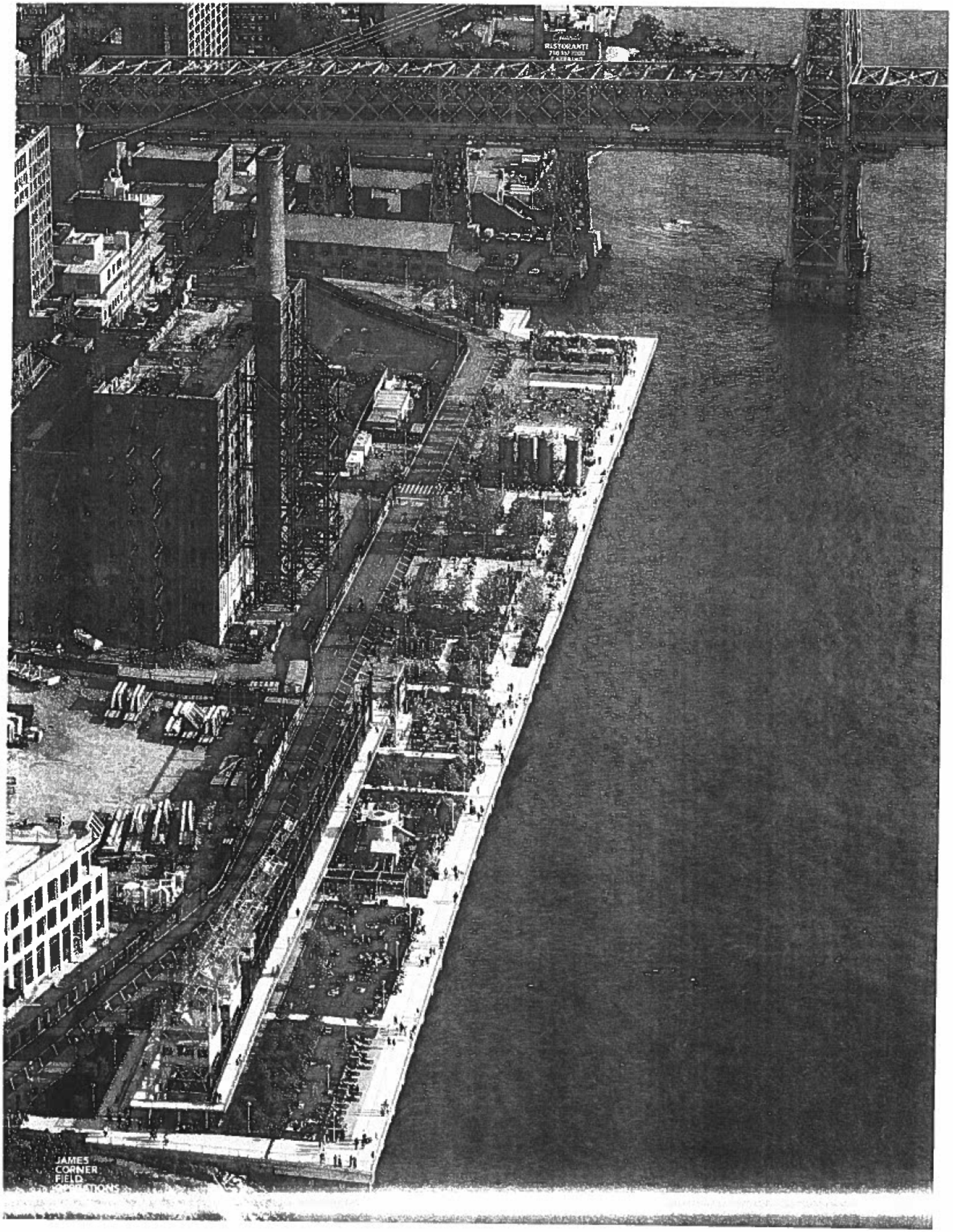
The new park functions as green infrastructure, treating and cleaning stormwater runoff before it empties into the river. The park is a continuous porous "riparian ribbon" along the water's edge, connected to a below-grade infiltration trench composed of native riparian habitat gardens, thickets, and bio-filtration gardens.

*"Our continued work on Riverfront Park will allow the Passaic River to serve as another front-door into the city."*

Ras Baraka, Mayor of Newark

| | |
|---|---|
| year | 2016–21 (estimated) |
| size | 2 miles long (Phase 1: 1 mile) |
| role | prime; landscape architecture, public realm |
| budget | confidential |
| client | Newark Community Economic Development Corporation and the City of Newark |
| contact | Bisola Taiwo, Assistant Director, Economic and Housing Development, City of Newark |
| phone | [redacted] |

JAMES CORNER FIELD


RISTORANTE
JAMES
CORNER
FIELD



# DOMINO PARK
## BROOKLYN, NEW YORK

Domino Park is the first phase of the transformation of the former Domino Sugar Factory site into an ambitious mixed-use development project by Two Trees Management.

Inspired by community input and the site's rich history, Domino Park reconnects the Williamsburg neighborhood to the East River for the first time in 160 years. The 5-acre park showcases the history of an iconic industrial waterfront site by integrating over 30 large-scale salvaged relics, including 21 original columns from the Raw Sugar Warehouse, gantry cranes, screw conveyors, bucket conveyors and syrup tanks into an interpretive and educational "Artifact Walk." The park is raised above FEMA flood elevations with many native plant species that reduce stormwater runoff and function as an absorbent sponge and first line of defense against sea level rise.

Domino Park offers a wide range of active and passive uses and has been embraced by the diverse community it serves with nearly 3.5 million visitors since opening in June 2018.

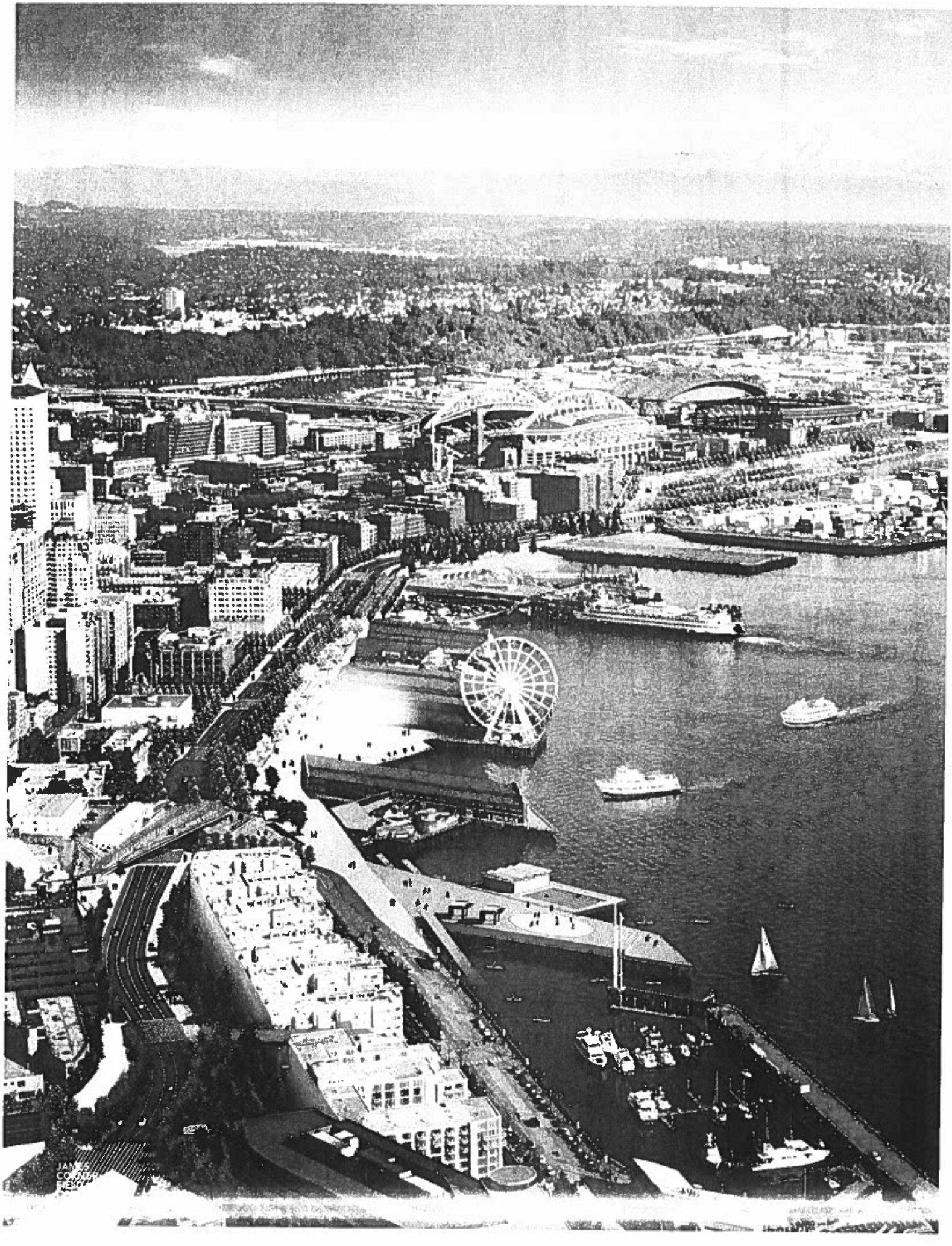
*"The revitalization of the 160-year-old industrial Williamsburg waterfront by JCFO deftly weaves the site's history together with the park's programming while simultaneously protecting it from future floods."*

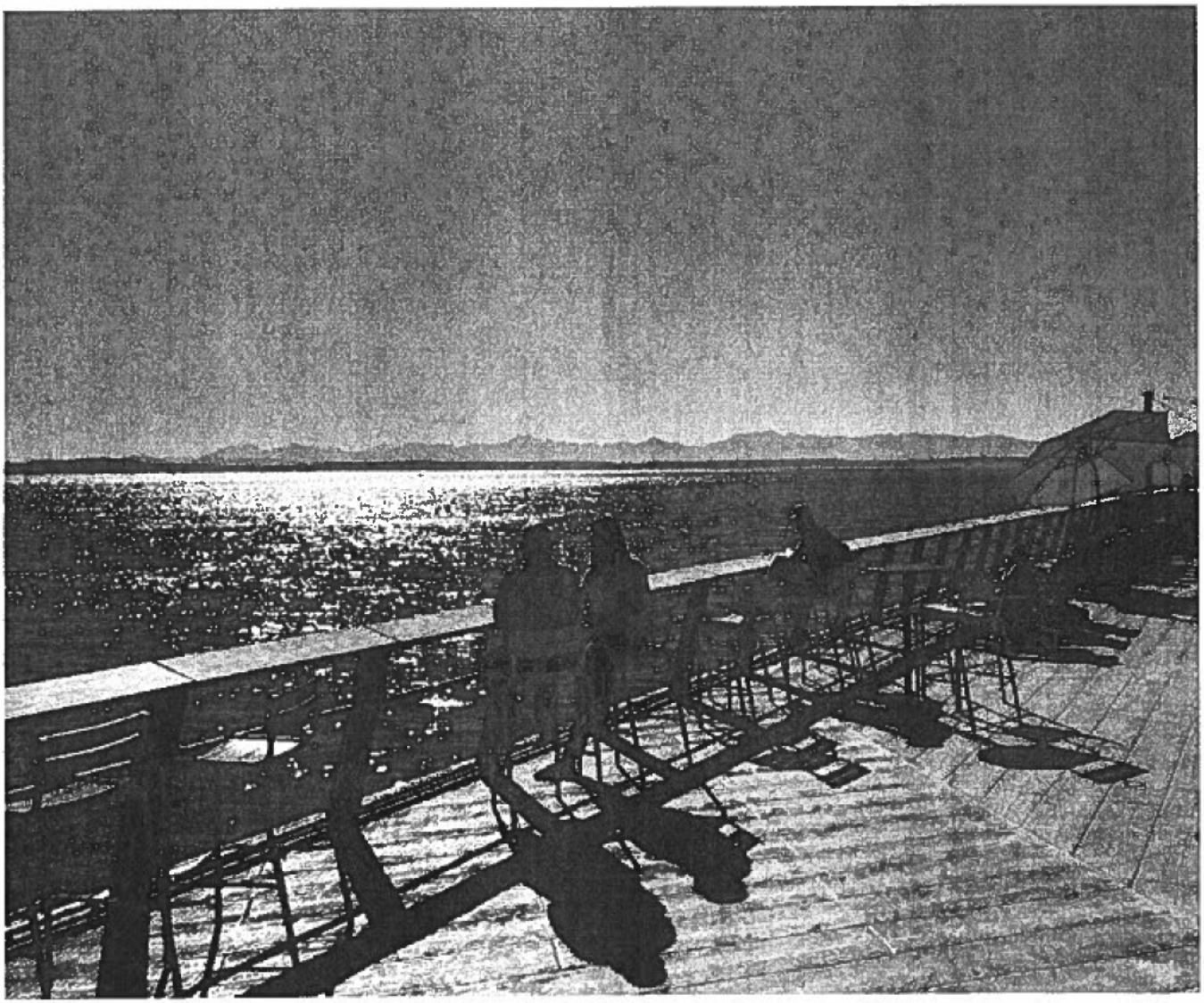
Jonathan Hilburg, *The Architect's Newspaper*

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| | |
|---|---|
| year | 2012–18 |
| size | 11 acres, 1/4 mile long (5 acres of open space) |
| role | master planning, landscape architecture, public realm |
| services | master planning, engagement, zoning, phases Concept to SD-CA |
| budget | $50 million |
| client | Two Trees Management |
| contact | Jed Walentas, CEO, Two Trees Management |
| phone | [redacted] |
| links | Domino Park |

JAMES CORNER FIELD





# CENTRAL WATERFRONT
## SEATTLE, WASHINGTON

Seattle's long-term vision for reclaiming 1.5 miles of industrial waterfront began with a master plan led by Field Operations that charted the course for new infrastructure, an enhanced public realm, stronger connectivity to the downtown, and a healthier environment—reclaiming the waterfront and reconnecting the City with Elliott Bay.

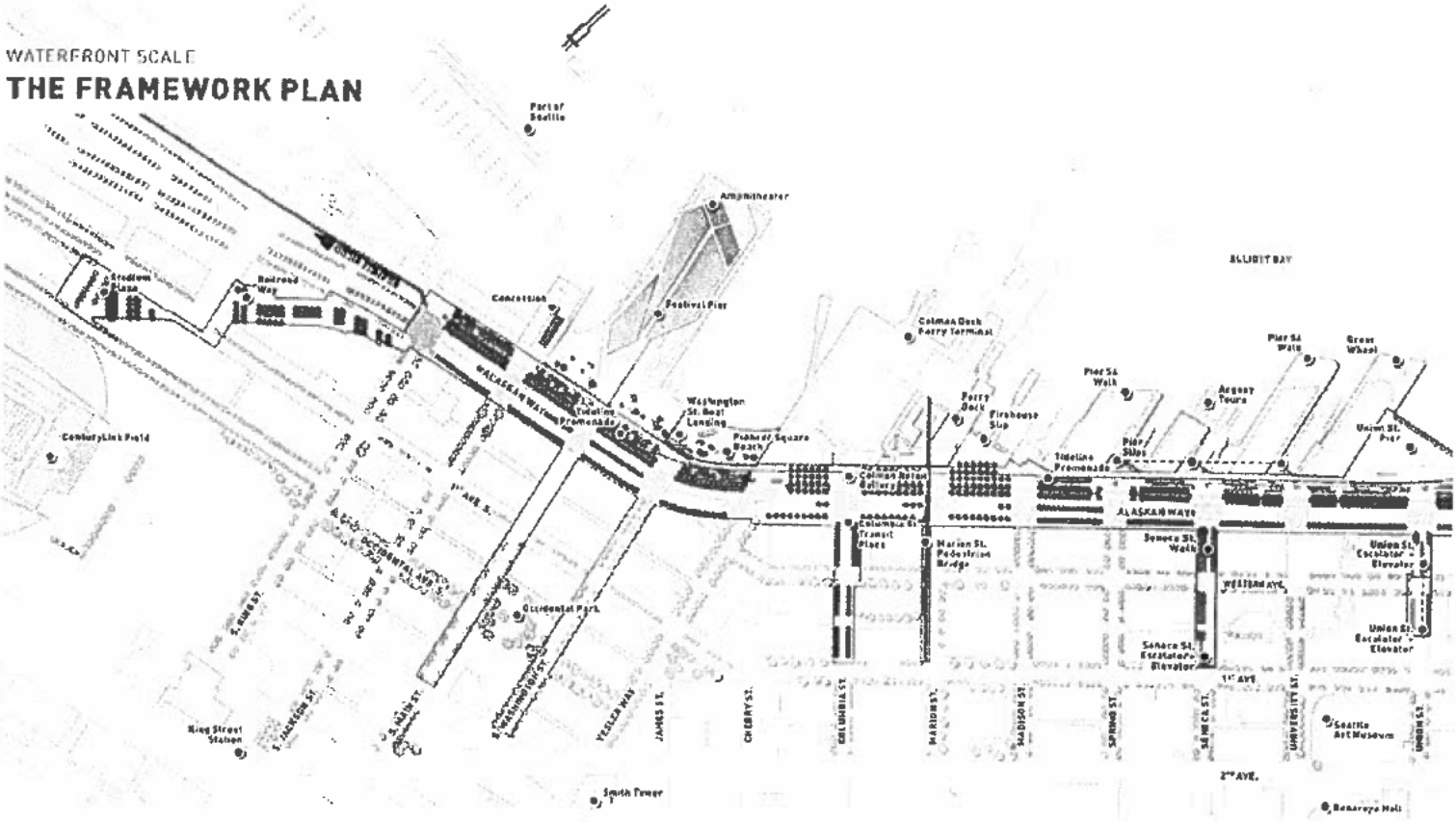
A generous pedestrian promenade forms the core of the project, and includes integrated stormwater management, native-based gardens, kiosks and wayfinding, historic railings, new and redesigned piers, and redesigned pedestrian connections back into the city fabric.

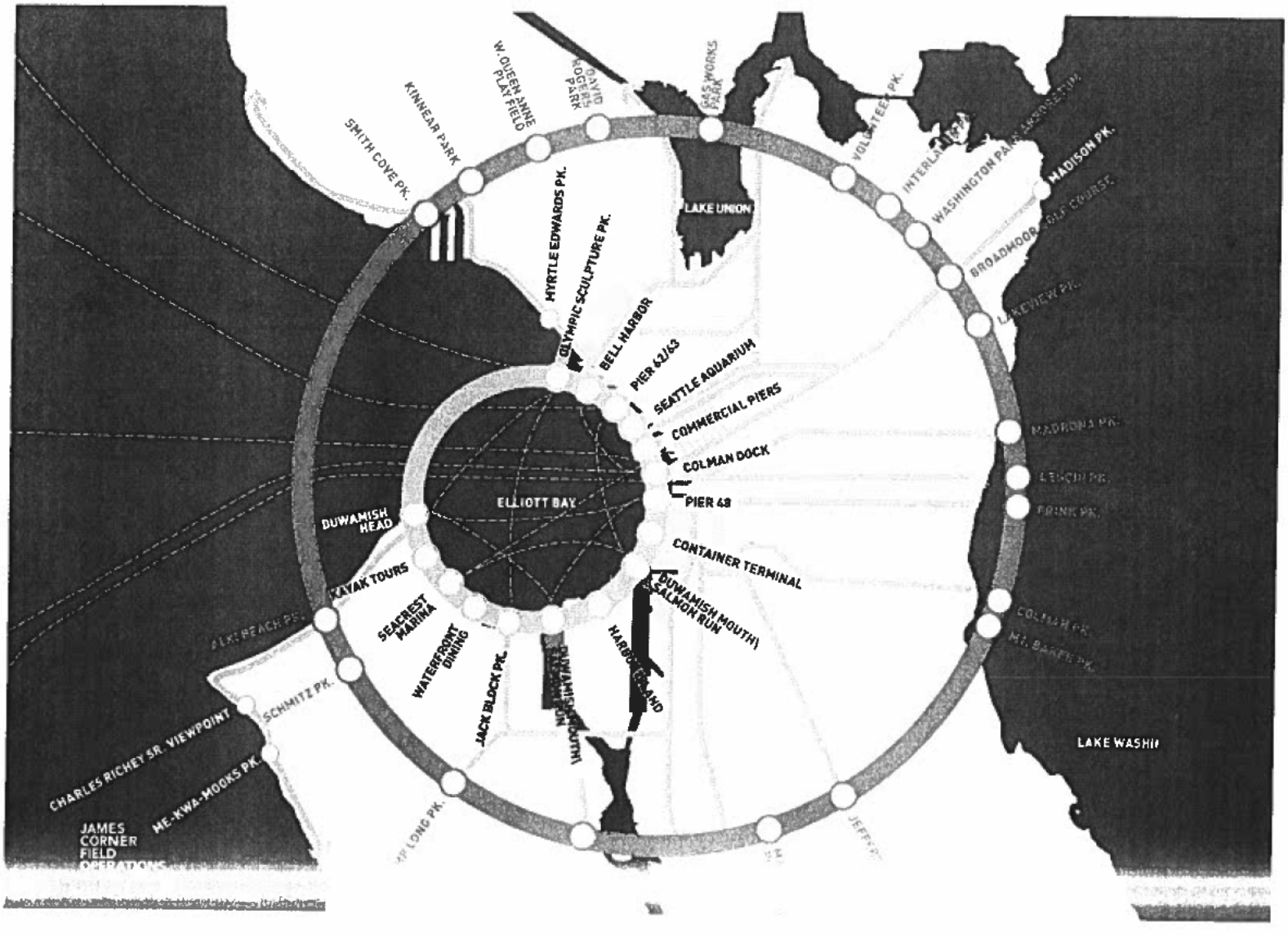
This project is tied to a major new infrastructure and utility corridor, a major new green street, new development opportunities, and significant new public spaces and amenities, including a two-mile long promenade, new beach and various

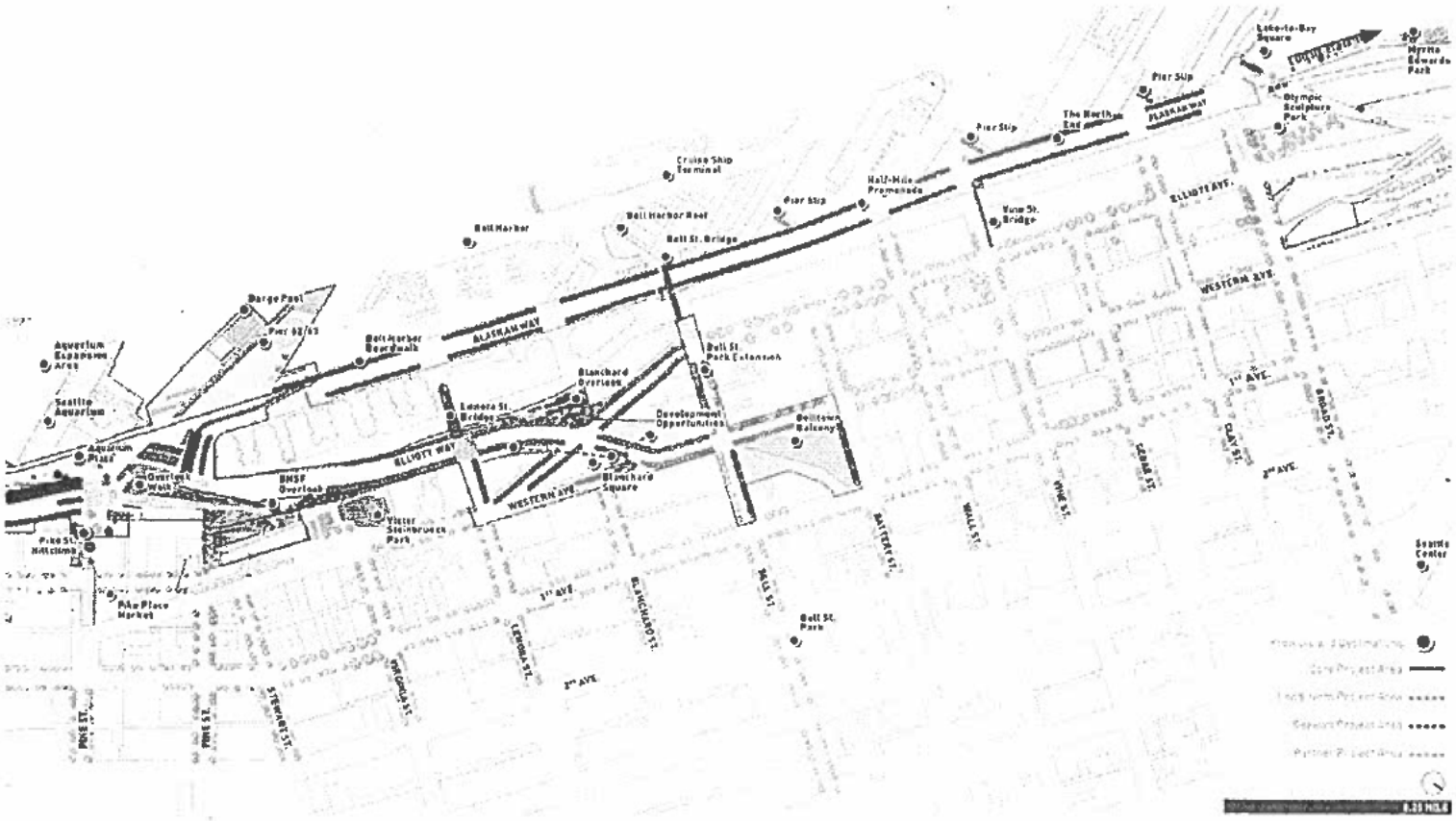
| | |
|---|---|
| year | 2010–present |
| size | 26 blocks |
| role | design lead; master planning, landscape architecture, urban design, public realm |
| budget | $500–600 million public realm / $1.7 billion total (est.) |
| client | City of Seattle Office of the Waterfront & Civic Projects |
| contact | Marshall Foster<br>Director, City of Seattle, Office of the Waterfront and Civic Projects |
| phone | [redacted] |
| links | Waterfront Seattle<br>Program Overview<br>Framework Plan |

WATERFRONT SCALE

# THE FRAMEWORK PLAN






piers and overlooks. Given the technical complexity and variety of community concerns, as well as the large budgets and high stakes involved, we were able to shape a bold vision for the waterfront that full city supports and is eager to see implemented.

Phase 1, the Elliott Bay Seawall is already complete and has become a rare example of the development of a seawall that not only meets seismic standards and protects critical infrastructure but enhances habitat, exemplifying the design team's ability to maintain a strong design vision while also being technically feasible. This phase replaced 3,700 linear feet of derelict seawall with a new state-of-the-art, seismic-resistant seawall that is seamlessly integrated with an unprecedented salmon migration corridor, an enhanced tidal marine environment, and an updated pedestrian promenade. This phase alone is a massive urban infrastructure project which addresses current issues of sea level rise, ecology, and aquatic habitat rehabilitation while in the center of a large port city.

Many of the seawall's innovative aspects had never been done before, and we were able to deliver an award-winning project that has enhanced the quality of Seattle's marine environment, public realm, and downtown economy. Seattle's Central Waterfront and the Elliott Bay Seawall create a new model for infrastructure investment that benefits the city, the public, and the ecosystem.

*"It's pretty clear this project is one of the greatest and most important in the history of the city. We have the potential for creating a new heart for the city."*

Peter Hahn, Former Director for the Seattle Department of Transportation

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*"This project demonstrates how Seattle is taking responsibility for being a shoreline."*

Nick Brown, Special Projects Coordinator for Friends of Waterfront Seattle

# HUDSON RIVER PARK'S GANSEVOORT PENINSULA

**New York, NY**

Hudson River Park's Gansevoort Peninsula sits on 5.5 acres along the Hudson River directly across from the Whitney Museum in the Meatpacking District. The site initially was developed on fill, allowing Field Operations an incredible opportunity to incorporate both ecological restoration as well as access to the water that wouldn't be possible at a typical Hudson River Park pier.

Working closely with the community through a series of workshops, the design weaves together passive and active uses, including a salt marsh, a historic 13th Ave promenade, a multi-use sports field, an upland beach with kayak access, and numerous other park amenities and gardens. Gansevoort Peninsula incorporates habitat enhancements, which contribute to making the shoreline more resilient with direct access for the public. It also features a large Whitney Museum art installation by David Hammons, Day's End. Gansevoort Peninsula started construction in spring 2021 and is slated to open in 2023.

**Relevant Links:** Hudson River Park's Gansevoort Peninsula
**Date:** 2019–present
**Size:** 5.5 acres
**Cost:** $70 million
**Role:** prime; landscape architecture, public realm
**Client:** Hudson River Park Trust
**Contact:** Noreen Doyle, President & Chief Executive Officer Hudson River Park Trust
**Phone:** [redacted]

# NAVY PIER

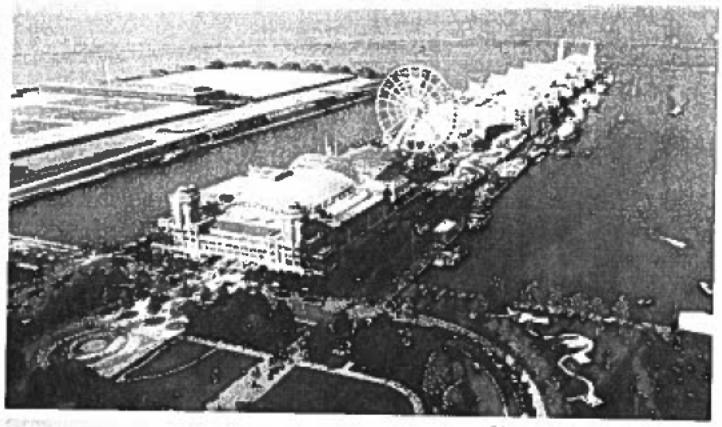
**Chicago, IL**

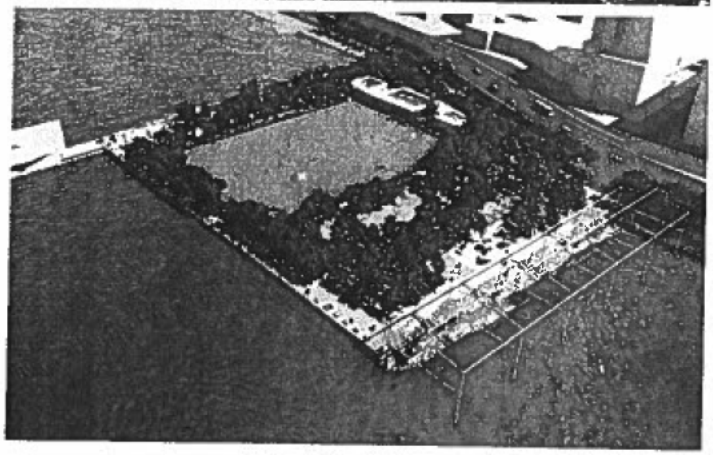
Navy Pier has been transformed into a more authentic and culturally significant destination—a place to celebrate the vibrancy of urban life in Chicago. As the first SITES Gold-certified project in the world, Field Operations has taken radical steps to combat issues of inaccessibility, aging infrastructure, and commercialism to create a contemporary, sustainable "Pierscape" that has renewed the popular destination's experience and connection to Lake Michigan.

Re-imagined as a green spine that extends from the lake back into the city, the Pier's South Dock anchors a series of thematic rooms filled with engaging social spaces, new platforms for performance and celebration, shade trees, and articulated edges, which allow new engagement with the water. The new South Dock and adjoining Polk Bros Park have transformed Navy Pier into a center of activity, sustainability, and culture that is resonant with the local community and Chicago's contemporary identity.

**Relevant Links:** Navy Pier
**Date:** 2012–17; summer 2016 (Phase 1), spring 2017 (Phase 2)
**Size:** 24 acres
**Cost:** Phase 1: $91.5 million, Phase 2: $24.5 million
**Role:** prime; landscape architecture, urban design
**Client:** Navy Pier Incorporated
**Contact:** Marilynn Gardner, President and CEO Navy Pier Inc.
**Phone:** [redacted]









# DMAVA PARK AND HUDSON RIVER WALKWAY

**Jersey City, NJ**

**Langan** provided multidisciplinary engineering design services for the park for the DMAVA Park and Hudson River Walkway, a public waterfront park along the Hudson River on the New Jersey shore. The park is the new home of the historic Colgate Clock, and offers sweeping views of Lower Manhattan and New York Harbor.

The project responds to the environmental, historical and recreational issues, revealing the movement of goods and cargo on the Morris Canal's Little Basin and the historic migrations of people through nearby Ellis Island the Statue of Liberty. The sensitive approach to preservation and ecologically-based engineering interpret and magnify this history while reconnecting Jersey City to its waterfront. Their design scope included 1,600 LF of new walkway, which consisted of sheetpile bulkhead and waterfront esplanade, a new timber boardwalk, and a three-acre park along the Morris Canal Basin, across from Liberty State Park.

**Relevant Links:** DMAVA Park and Hudson River Walkway
**Date:** 2008–13
**Cost:** $13.5 million
**Role:** Waterfront Engineering, Geotechnical, Conditions Inspections, Permitting, Environmental Remediation, Natural Resources, CM
**Client:** NJ Department of Property Management and Construction
**Contact:** Richard Herrero, State of NJ Department of Treasury Division of Property Management and Construction Corporation
**Phone:** [redacted]

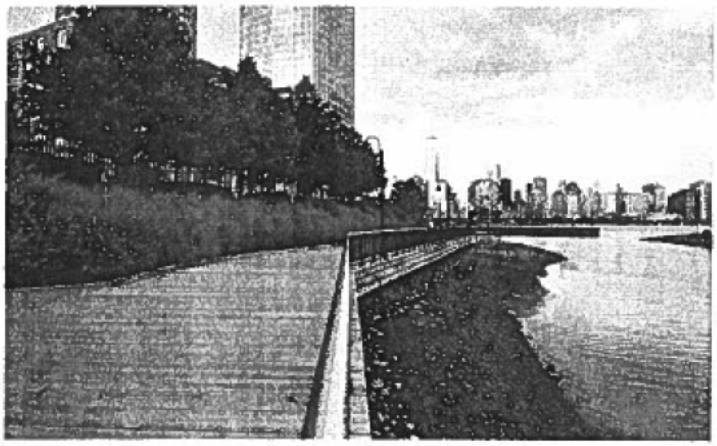
# JONES BEACH ENERGY & NATURE CENTER

**Wantagh, NY**

**nARCHITECTS** Jones Beach Energy and Nature Center will inspire a new generation of environmental stewards to consider the complicated history of the natural world and energy production, how they intertwine, and their mutually beneficial potential. As a net zero building that meets Governor Cuomo's recently signed Climate Leadership and Community Protection Act's objectives almost thirty years before its targets, the building itself, as well as its real- time energy performance, are prominently displayed as part of the permanent exhibition.

The building's linear footprint emerges from the reuse of foundations belonging to a Robert Moses-era bathhouse, extended on two sides with additional piles. Organized around a series of interior volumes housing offices, support spaces and classrooms, a continuous sequence of exhibition spaces flows outwards to a shaded exterior perimeter deck.

**Relevant Links:** Jones Beach Energy & Nature Center
**Date:** 2017–2020
**Size:** 12,000 sf
**Cost:** $30 million
**Role:** prime & architect of record
**Client:** NYS Office of Parks, Recreation, and Historic Preservation / PSEG Long Island / Long Island Power Authority
**Contact:** reference available on request





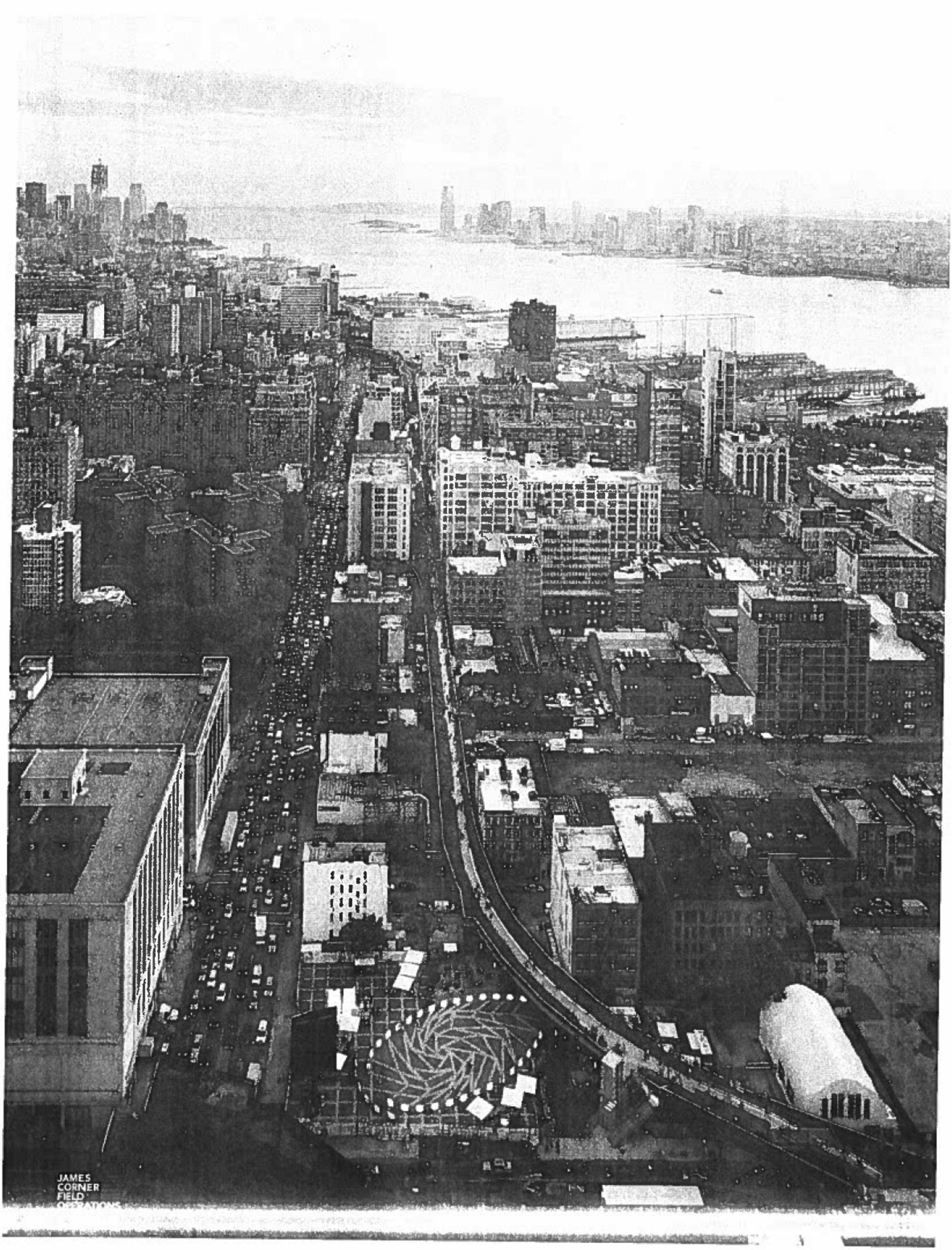





FRESH KILLS PARK
STATEN ISLAND, NY
JAMES CORNER FIELD OPERATIONS

# 3. GREENWAYS




JAMES
CORNER
FIELD



# HIGH LINE
## NEW YORK, NEW YORK

As the project lead for the High Line, James Corner Field Operations led the design and construction of this elevated railway reclaimed as an extraordinary public space in the heart of Manhattan's West Side. Since its opening in 2009, the High Line is lauded as an icon for innovative design, a defining feature in its neighborhood, a powerful catalyst for investment, and an inspiration to cities worldwide.

The design is characterized by an intimate choreography of movement, with alternating vistas and experiences. Distinctive paving, planting, furnishing, lighting, and social spaces create an authentic and memorable New York City experience. The High Line is widely recognized as a huge success and demonstrates the value in creating new and fresh public spaces in the city. The design is a collaboration between Field Operations (Project Lead), Diller Scofidio + Renfro, and Piet Oudolf.

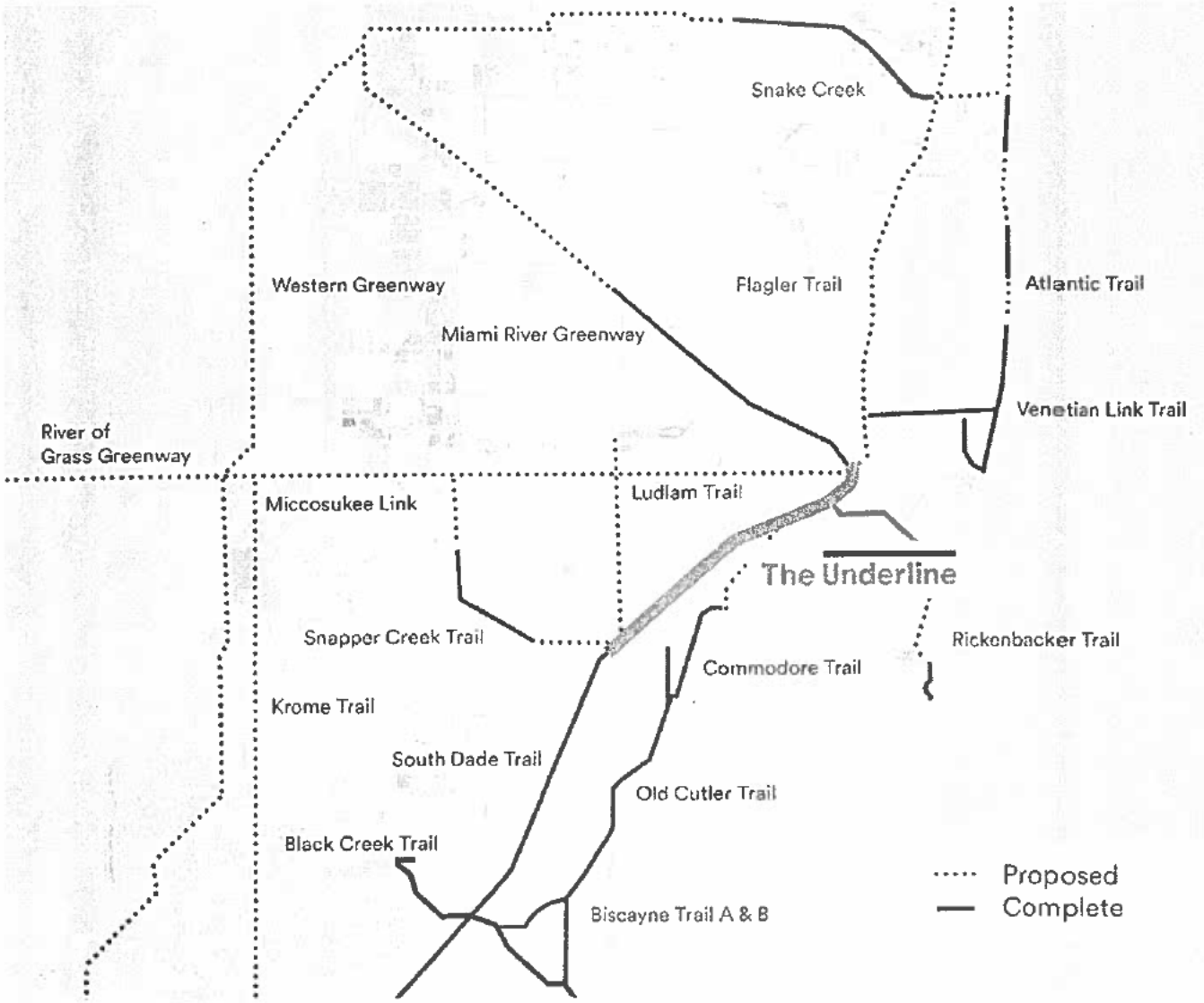
*"An instant landmark of landscape architecture [...] it is, hands down, the most influential design project of the last decade."*

Michael Kimmelman, Architecture Critic for *The New York Times*

| | |
|---|---|
| year | June 2009 (Sec 1), June 2011 (Sec 2), September 2014 (Sec 3, Phase 1), June 2019 (Sec 3, Phase 2) |
| size | 7.43 acres (1.45 miles long) |
| role | prime; master planning, landscape architecture, public realm |
| budget | confidential |
| client | City of New York and Friends of the High Line |
| contact | Robert Hammond, Founder & Former Executive Director, Friends of the High Line |
| phone | [redacted] |
| links | The High Line |

JAMES CORNER FIELD


15
.30
The Underline
JAMES
CORNER




# THE UNDERLINE
## MIAMI, FLORIDA

The Underline is a 10-mile-long multimodal corridor that stretches from the Miami River in Brickell to the Dadeland South Metrorail station. The corridor reimagines the space underneath Miami's elevated Metrorail tracks. Once completed, The Underline will create more than 120 acres of open space with restored natural habitats; improved pedestrian and bicycle pathways that connect directly with public transportation; and public open spaces with various active, passive, and cultural programs and public art installations.

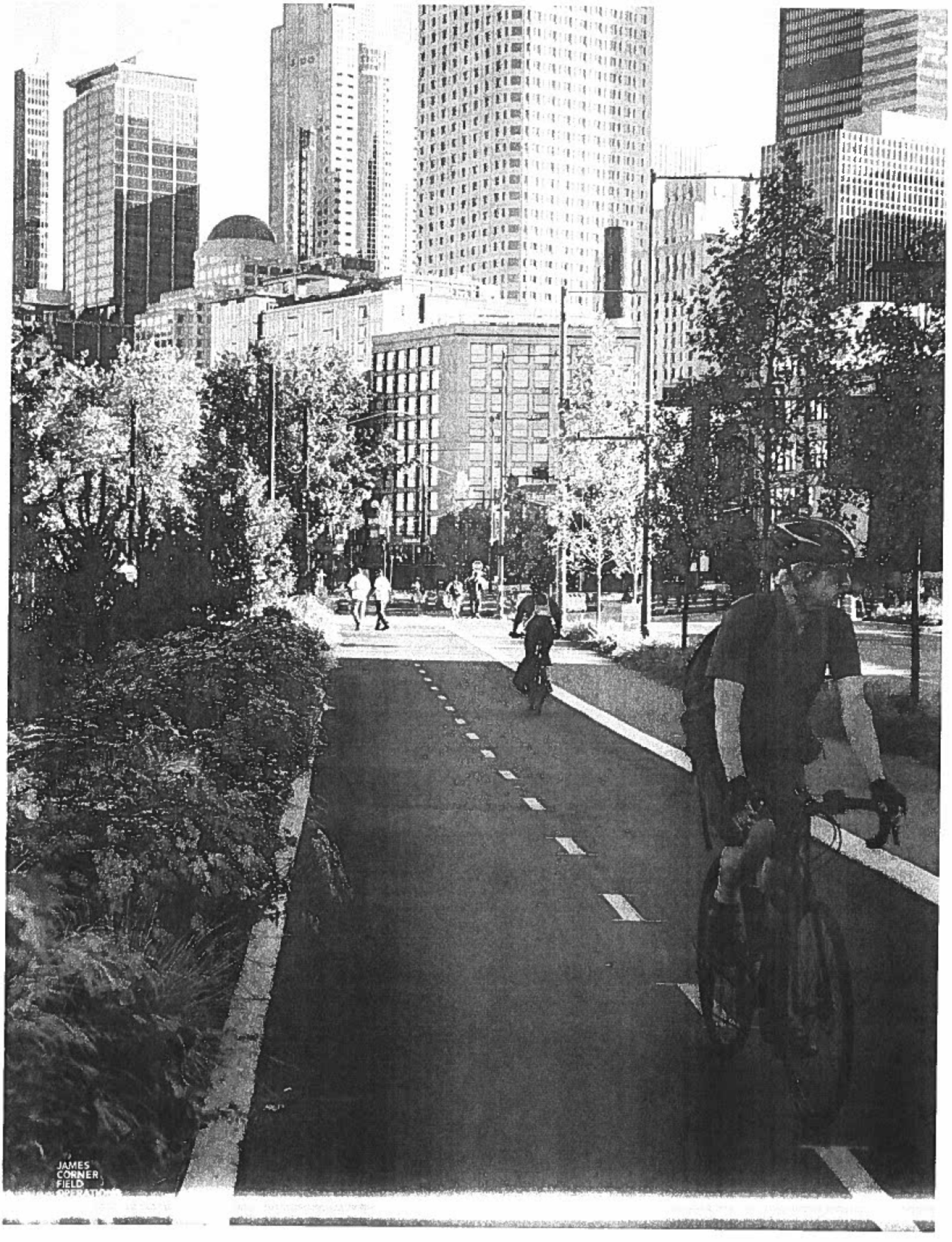
Brickell Backyard is the first phase of The Underline, located at the northernmost portion. This section starts at the Miami River and extends half a mile south to SW 13th Street. The design is organized by a procession of rooms—the River Room, Gym, Promenade, and Oolite Room—each articulated with a unique program that responds to its immediate context and to the needs of the local community. The first phase was recognized in the 2021 Monocle Design Awards with Best Urban Intervention.

*"The Underline will be a place where young professionals, children, families, and the entire community can spend time outdoors, enjoy great programming, and easily connect with our Miami-Dade Transit system. [The] opening of the first phase of The Underline is the first step toward a people-first Miami."*

Daniella Levine Cava, Mayor of Miami-Dade County

| | |
|---|---|
| year | 2015 (Framework Plan), 2016–21 (Phase 1) |
| size | 10 miles (Framework Plan), 0.5 miles (Phase 1) |
| role | prime; landscape architecture, urban design, master planning, public engagement |
| budget | $14.3 million (Phase 1 construction)<br>$120 million (10 miles) |
| client | Friends of The Underline, Miami-Dade County |
| contact | Meg Daly, President & CEO, Friends of The Underline |
| phone | [redacted] |
| | The Underline |

JAMES CORNER FIELD


JAMES
CORNER
FIELD



# ELLIOT BAY SEAWALL
## SEATTLE, WASHINGTON

The City of Seattle is committed to providing safe multimodal transportation to accommodate the current mobility needs of its residents, reduce vehicular traffic and improve the experience of urban commuters in sustainable active ways. Working with the Seattle Department of Transportation (SDOT), detailed plans for a multimodal facility along the central waterfront were developed. The multimodal facility was strategically placed between the newly widened pedestrian waterfront promenade and the redesigned vehicular Alaskan Way. This provides users with breath taking views of Elliott Bay while keeping them safe and separated both from cars and the promenade. The design was developed in cooperation with multiple parties and stakeholders and includes integrated stormwater management, wayfinding, and carefully designed intersection with city streets to connect the multimodal facility to downtown Seattle. The multimodal facility links some important waterfront destinations as well as several active pier destinations. On either end, the multimodal facility links to bikeways and trails that continue further north and south of the central waterfront, and leads to other neighborhoods.

| | |
|---|---|
| year | 2010–present |
| size | 26 blocks |
| role | master planning, landscape architecture, urban design, public realm |
| services | master planning, public engagement, concept, scoping and visioning, phasing SD-CA |
| budget | $500–600 million public realm / $1.7 billion total (est.) |
| client | City of Seattle Office of the Waterfront & Civic projects |
| contact | Marshall Foster, Director, City of Seattle, Office of the Waterfront and Civic Projects |
| phone | [redacted] |
| links | Waterfront Seattle<br>Program Overview<br>Framework Plan |

JAMES CORNER FIELD

# GEORGETOWN CANAL PLAN

**Washington, D.C.**

The Georgetown Canal Plan reimagines the one-mile section of the Chesapeake & Ohio Canal National Historical Park that runs through Washington, D.C.'s Georgetown neighborhood. The new design highlights the Canal's national significance by reshaping this southernmost section into a dynamic, urban national park while at the same time respecting and honoring its historic character, providing a memorable and enriching experience for all who live in or visit the nation's capital.

By adding essential amenities and establishing meaningful connections to the surrounding community, the aim is to build and sustain the capacity of the Canal, serving as a living classroom and ensuring equitable access. Through key interventions that invite a broad audience to stay, linger, and learn, the design team is reimagining the canal as an inviting center for recreation, social gatherings, art, immersive learning, and contemplation.

**Relevant Links:** C&O Canal National Historical Park - Georgetown Canal Plan
**Date:** 2017–present
**Size:** 13 acres, 1 mile long
**Cost:** confidential
**Role:** prime; master plan, landscape architecture, public realm
**Client:** U.S. National Park Service, Georgetown Heritage, District of Columbia, and Georgetown BID
**Contact:** Scott Walzak, Project Manager, Georgetown Heritage
**Phone:** [redacted]





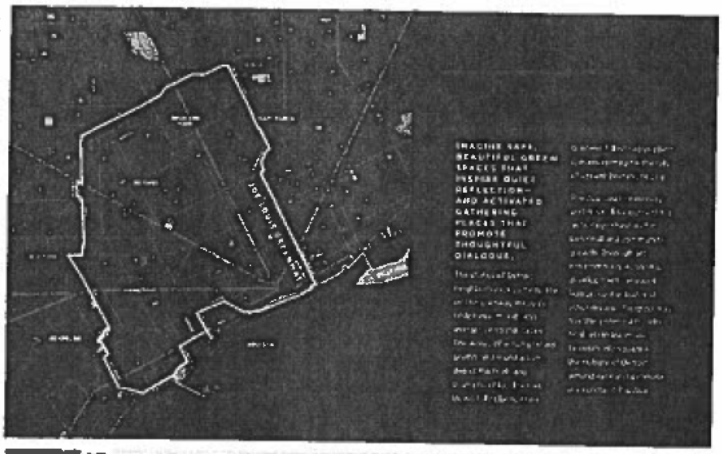
# JOE LOUIS GREENWAY FRAMEWORK PLAN

**Detroit, MI**

Toole Design led the transportation assessment portion of the feasibility plan for the Joe Louis Greenway, a proposed 31-mile regional greenway through the Cities of Detroit, Hamtramck, and Highland Park in Michigan. This once-in-a-generation project is intended to provide a safe, activated space that residents and visitors alike can use for transportation, fitness, social gatherings, and community events.

Toole Design assessed where the greenway is proposed to cross vehicular corridors and how it will affect loading operations in alleyways. To do this, we evaluated traffic patterns, safety, on-street parking, transit routes, and emergency access. Our team was also a key contributor to design standards that will apply across the full length of the greenway. The American Planning Association awarded this project with the Advancing Diversity and Social Change Award in October of 2022.

**Relevant Links:** Joe Louis Greenway Framework Plan
**Date:** 2019-2020
**Size:** 31 mile long
**Cost:** $158K
**Role:** planning, engineering, design guidance, engagement, landscape architecture
**Client:** Cities of Detroit
**Contact:** Christina Peltier, Mobility Planner
**Phone:** [redacted]





# RE-IMAGINE MIDDLE BRANCH MASTER PLAN

**Baltimore, MD**

The Middle Branch will be Baltimore's next great recreational and natural waterfront, with water and land-based attractions along the Patapsco River shoreline connecting to a network of parks and paths. Toole Design is a key subconsultant on the Middle Branch Master Plan, a multi-year public-private partnership to build a system of world class parks, trails, and public amenities along 11 miles of the Patapsco River's Middle Branch shoreline from the Locust Point Marine Terminal to Masonville Cove. This project will serve overlooked neighborhoods of Baltimore that have been divided from the waterfront for generations. Connectivity to the surrounding south Baltimore neighborhoods and safe access to the waterfront will be key to the plan's success.

Toole Design's work focuses on planning and design of greenway development for the Loop Trail system, neighborhood connectivity to the waterfront, analysis and design of intersections and roadway/trail interactions.

**Relevant Links:** Reimagine Middle Branch
**Date:** 2020-present
**Size:** 24 acres
**Cost:** $77K
**Role:** Planning, design
**Client:** South Baltimore Gateway Partnership and City of Baltimore
**Contact:** Brad Rogers, Executive Director
**Phone:** [redacted]

# GRAND JUNCTION MULTI-USE PATH

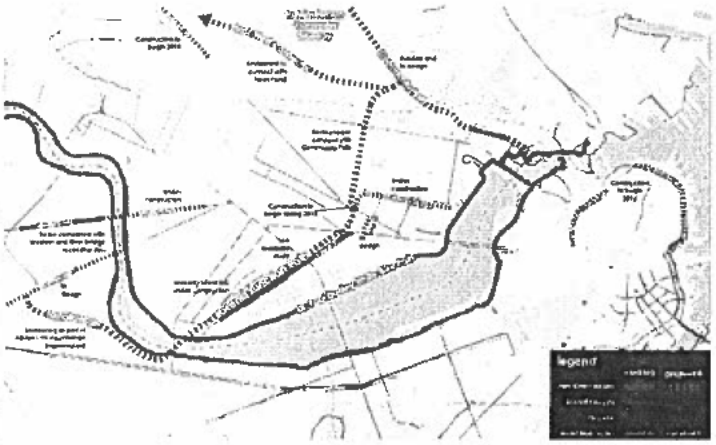
**Cambridge, MD**

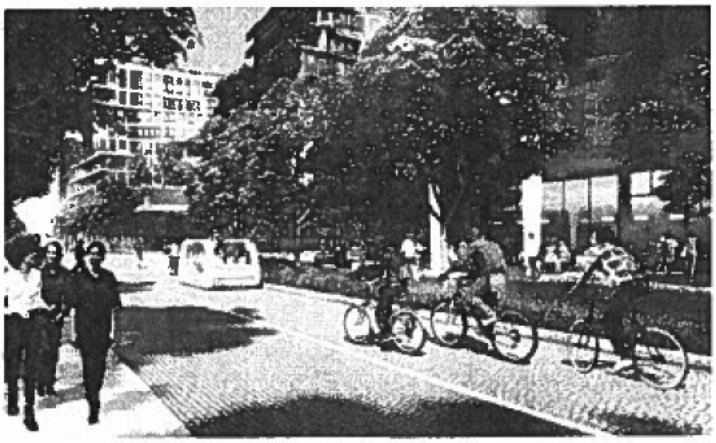
**Toole Design**'s Grand Junction Multi-Use Path will provide a local and regional link that provides a viable, enjoyable, safe and memorable alternative to enhance non-auto mobility by connecting several City of Cambridge neighborhoods and commercial areas with transit hubs, other regional resources and planned pathways.

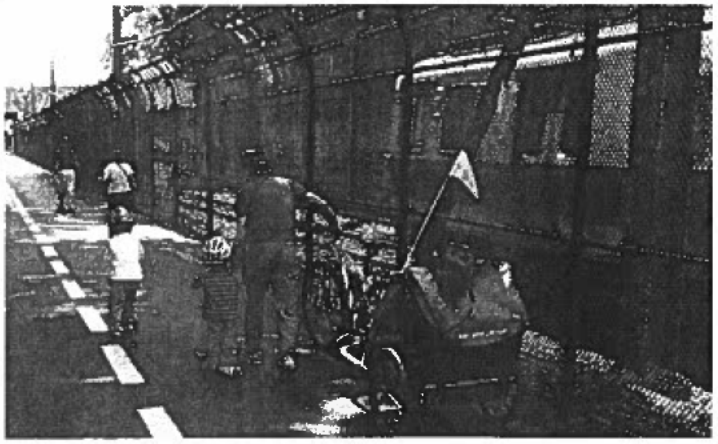
Toole Design developed concept design plans for the path and is continuing that effort through 100% construction drawings to accommodate changes needed based on technical constraints and truck loading operations. The work involves design of safe and continuous connection for path users at either end of the path. Further, Toole Design is leading the effort on determining wayfinding signage and path markings to clearly communicate to path users about approaching intersections, crossings, and any other changes to the path alignment.

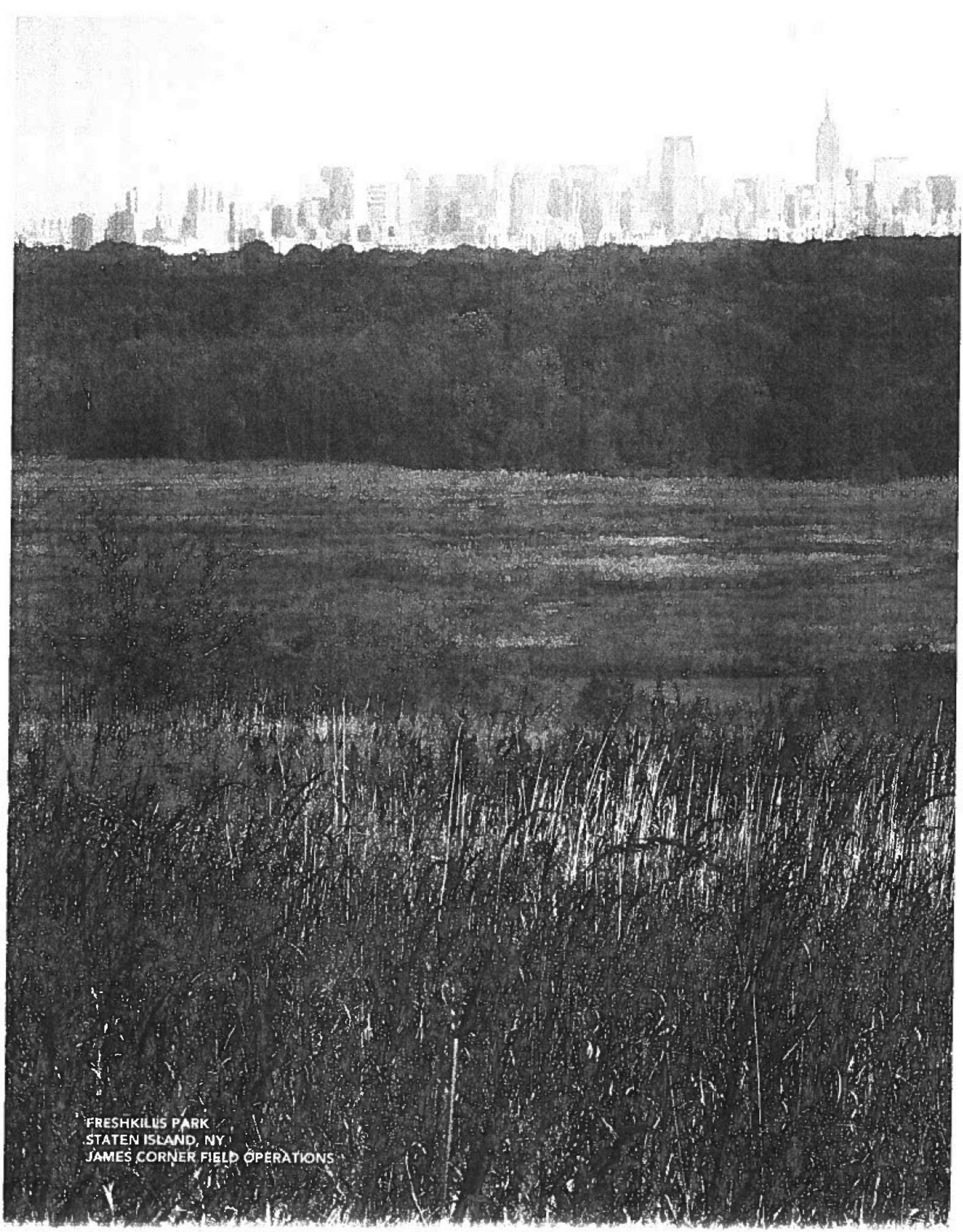
**Relevant Links:** Grand Junction Community Path Feasibility Study
**Date:** 2014-present
**Size:** 9 miles
**Cost:** $356K
**Role:** Engineering, design
**Client:** City of Detroit
**Contact:** Susanne Rasmussen, Director of Environmental and Transportation Planning
**Phone:** [redacted]

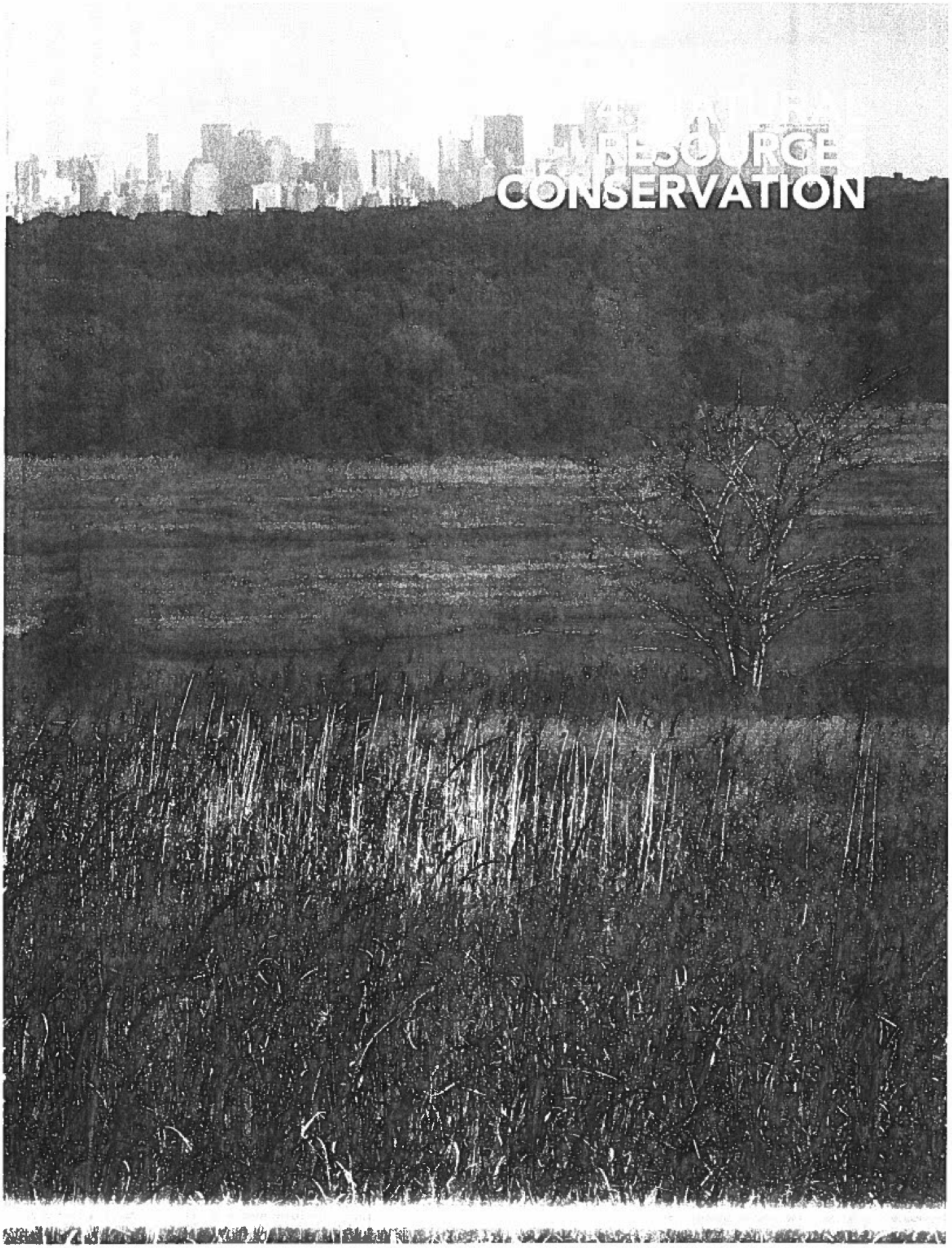


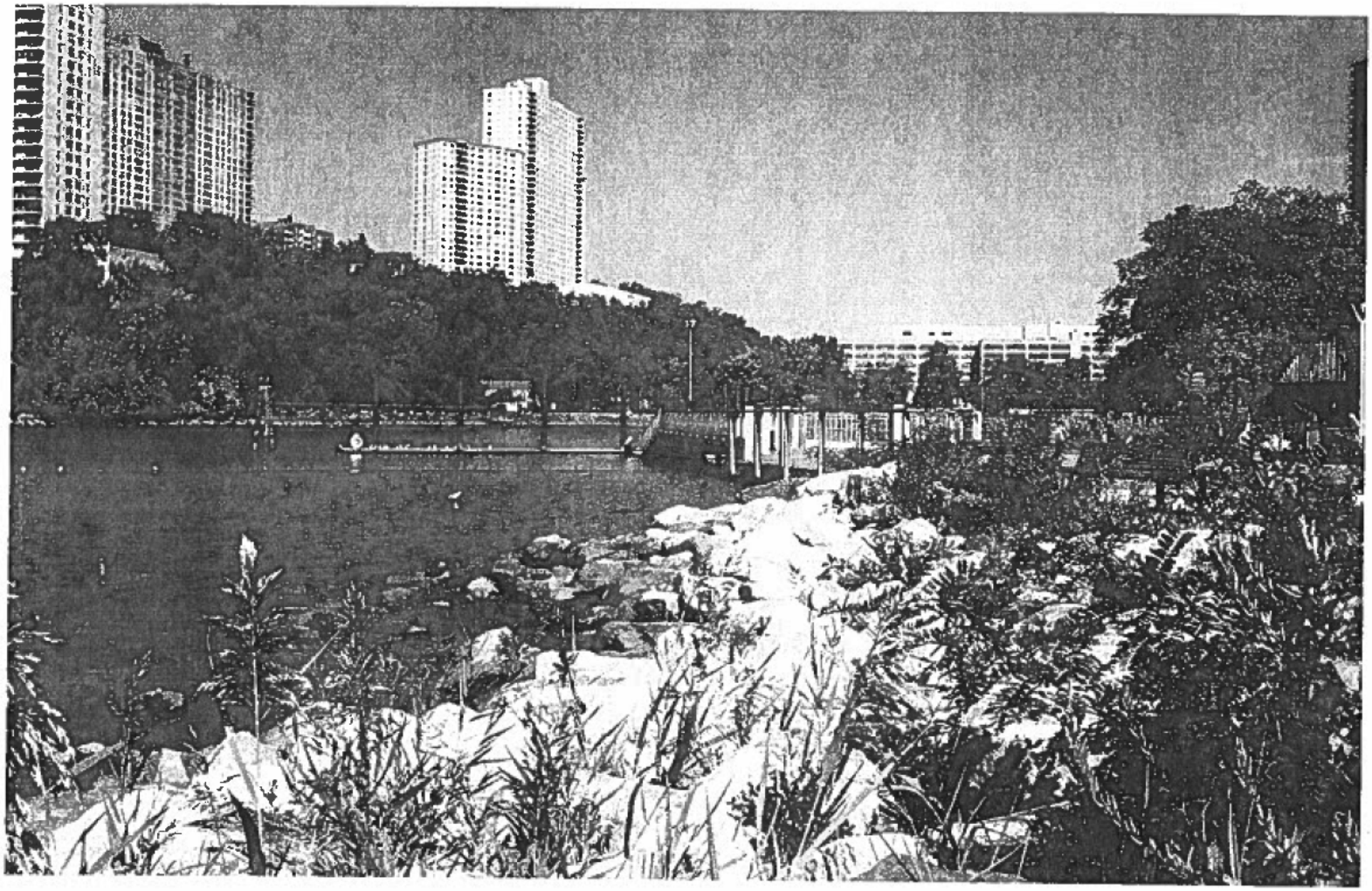


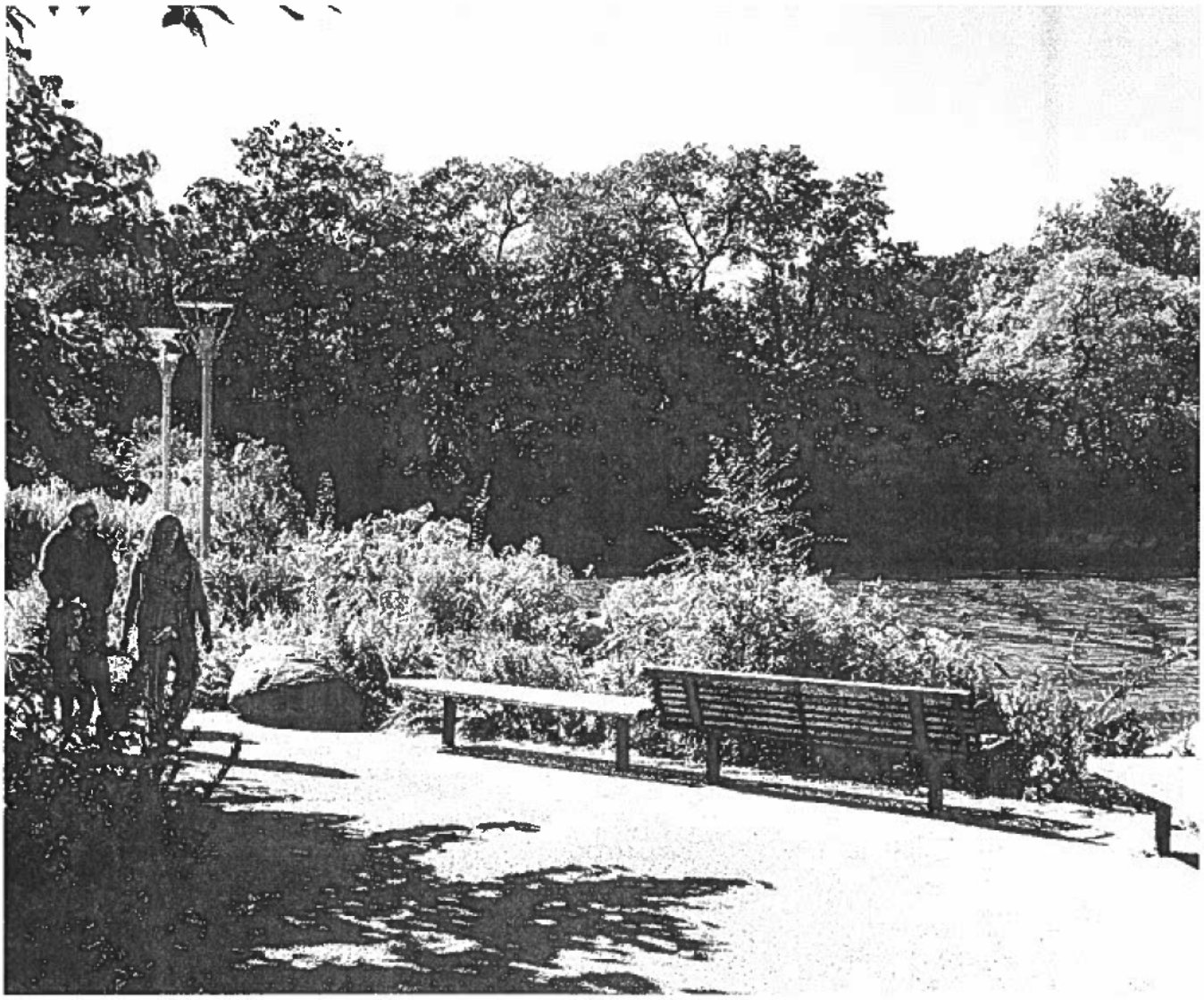



FRESHKILLS PARK
STATEN ISLAND, NY
JAMES CORNER FIELD OPERATIONS


RESOURCE
CONSERVATION




JAMES
CORNER
FIELD
OPERATIONS



# COLUMBIA UNIVERSITY MUSCOTA MARSH
## NEW YORK, NY

Muscota Marsh creates new public access to the Harlem River and provides amenities on the waterfront near Columbia University's Baker Athletics Complex in Inwood. The project restores and extends the area's native marshland, building on the site's latent ecology and restoring wetland habitats by reintroducing a salt marsh and freshwater wetland zones with a diverse palette of native plants. The open space design includes a wooden deck through native water gardens, allowing for wildlife observation and places to sit and picnic.

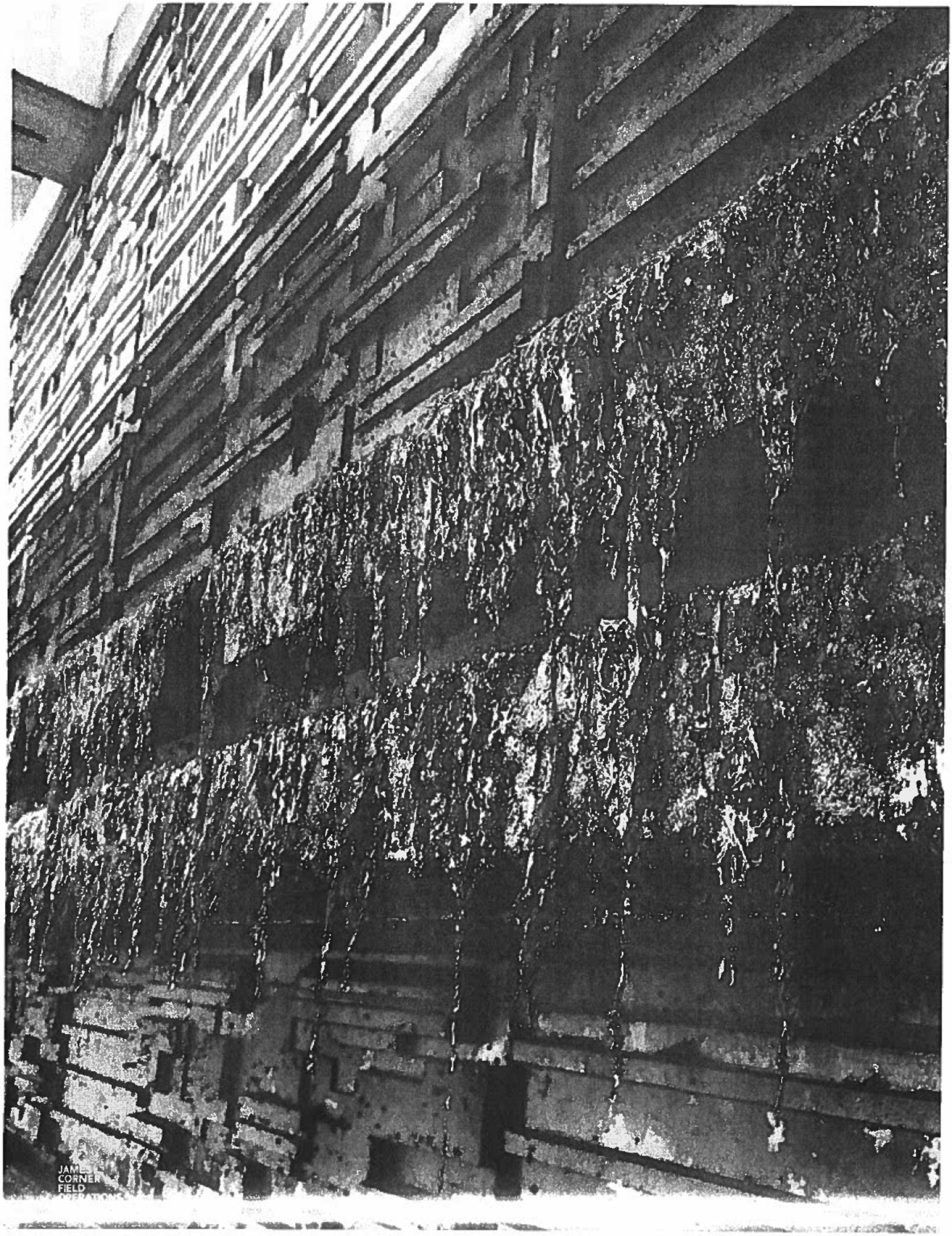
In addition to providing restored habitats for wading birds like Great Blue Herons and Snowy Egrets, leopard frogs, and ribbed mussels to thrive, the park's planting creates dramatic colors and textures, seasonal change, and educational programming that builds on the site's ecology. The freshwater wetland areas are organized into three tiers that progressively receive, treat, and slow down stormwater runoff before it enters the tidal system. Muscota Marsh received a NYC Public Design Commission 2012 Design Award with special recognition for Green Infrastructure.

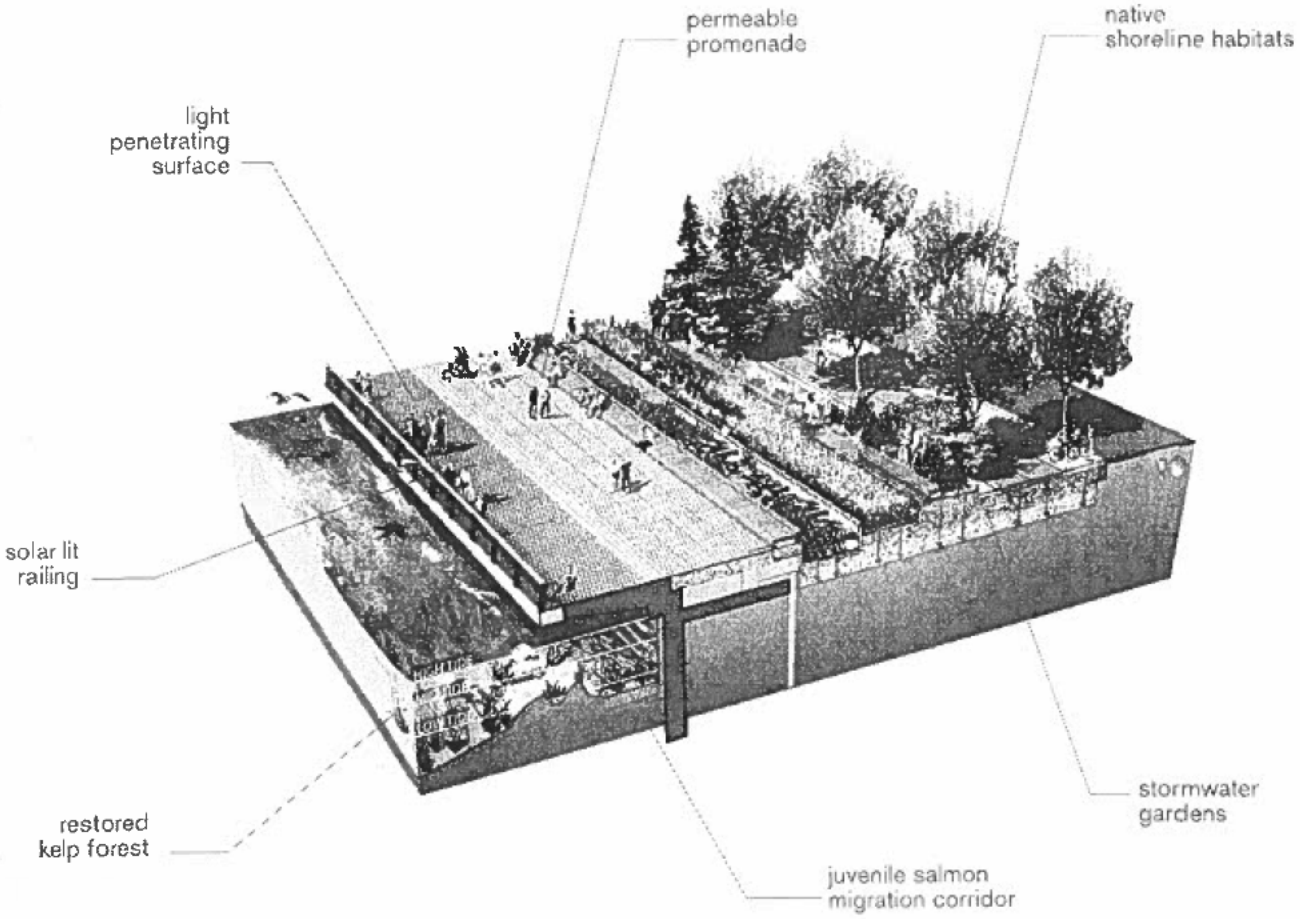
*"[The park creates a] green space where members of the community and visitors can enjoy this beautiful waterfront location and learn about the ecological richness of the Harlem River estuary."*

Lee C. Bollinger, President of Columbia University

| | |
|---|---|
| year | 2008–14 |
| size | 1.2 acres |
| role | landscape architecture, public realm |
| budget | confidential |
| client | Columbia University and NYC Parks |
| contact | Joe Ienuso, Group Senior Vice President, Facilities & Real Estate, New York-Presbyterian (Former Head of Columbia University Facilities & Operations) |
| Phone | [redacted] |
| links | Muscota Marsh |

JAMES CORNER FIELD


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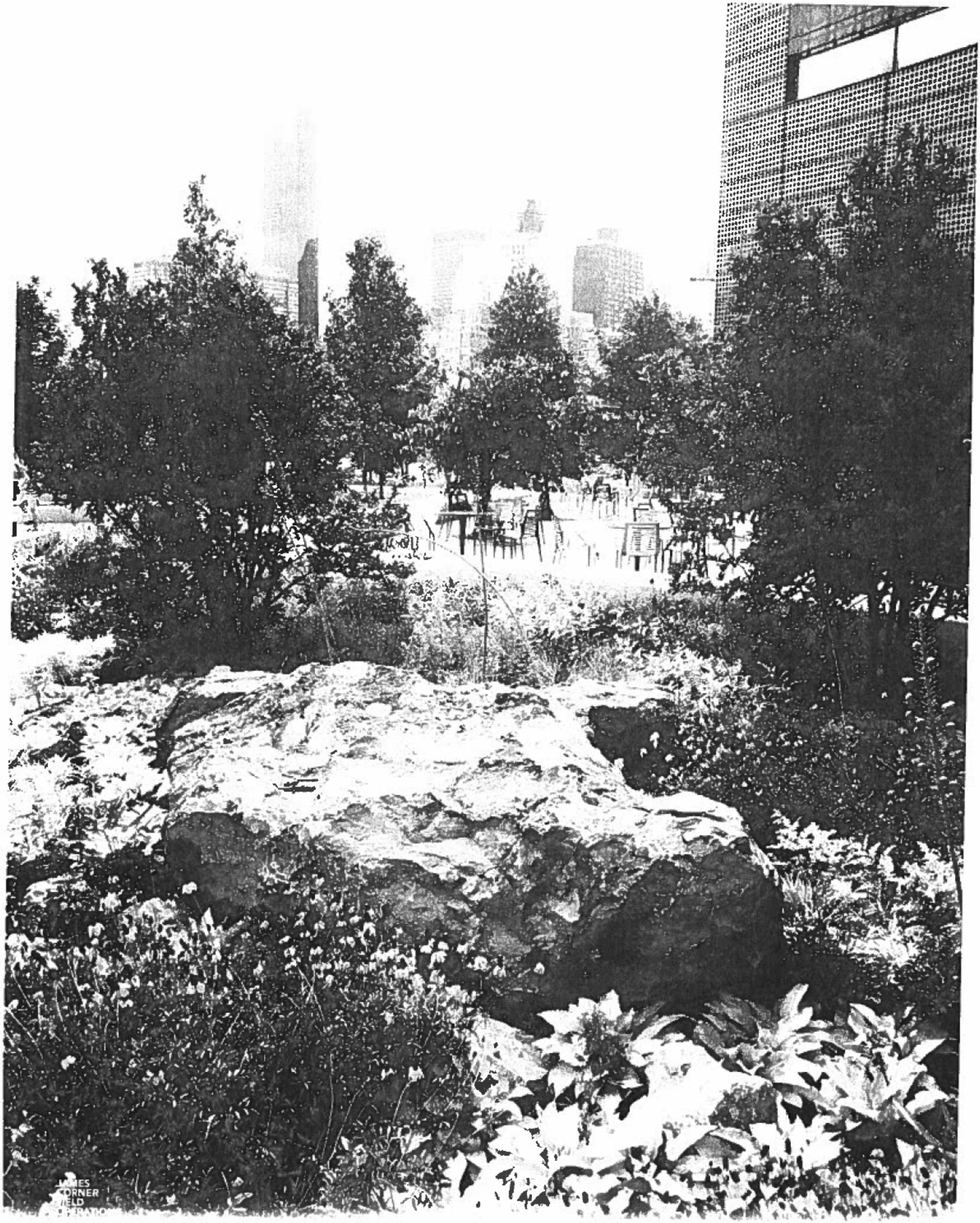



# ELLIOT BAY SEAWALL
## SEATTLE, WASHINGTON

The Elliott Bay Seawall replaced 3,700 linear feet of derelict seawall with a new state-of-the-art, seismic-resistant seawall that is seamlessly integrated with an unprecedented salmon migration corridor, an enhanced tidal marine environment, and an updated pedestrian promenade. The project is part of a massive urban infrastructure project for Seattle's Central Waterfront which addresses current issues of sea level rise, ecology and aquatic habitat rehabilitation while in the center of a large port city.

Innovative habitat creation is paired with integrated public realm design, which both contribute to the health of marine life while positively engaging the public in understanding all issues at stake. The result is a new model for infrastructure investment that benefits the city, the public, and the ecosystem.

| | |
|---|---|
| year | 2010–present |
| size | 26 blocks |
| role | master planning, landscape architecture, urban design, public realm |
| services | master planning, public engagement, concept, scoping and visioning, phasing SD-CA |
| budget | $500–600 million public realm / $1.7 billion total (est.) |
| client | City of Seattle Office of the Waterfront & Civic projects |
| contact | Marshall Foster, Director, City of Seattle, Office of the Waterfront and Civic Projects |
| phone | [redacted] |
| links | Waterfront Seattle<br>Program Overview<br>Framework Plan |





# CORNELL TECH CAMPUS
## NEW YORK, NEW YORK

Field Operations' planning and design of the open space for Cornell's new campus on New York City's Roosevelt Island ensures a consistent identity that is at the same time flexible for long-term development. The 12-acre design offers state-of-the-art sustainability metrics, with porous pavements, storm-water gardens, native plantings and renewable materials. Offering a rich variety of social spaces, the design provides a unique and vibrant identity for this new 21st-century urban campus.

Active, public open spaces around the perimeter of the campus create a substantial public realm that leads to a series of social spaces that encourage various modes of interaction. Together, these social spaces and the perimeter buffer weave the buildings into a campus community.

Cornell Tech Campus received a 2019 ULI Global Award for Excellence for the Framework Plan and Phase I Site Development.

*"Forget the cliché 'game-changer,' this New York City campus is more than that. It is the ideal plan for creating an educational environment to train future engineers and designers in the science of sustainability for decades to come."*

Kent Kleinman, Cornell's Gale and Ira Drukier Dean of Architecture, Art and Planning

| | |
|---|---|
| year | 2011–present; August 2017 (Phase 1) |
| size | 12 acres total, 3.5 acres open space (Phase 1) |
| role | open space master plan, landscape architecture, public realm |
| budget | $24 million (landscape) |
| client | Cornell University |
| contact | Andrew Winters, Director of Delivery, Sidewalk Labs (Former Director of Capital Projects & Planning, Cornell Tech) |
| phone | [redacted] |
| links | Cornell Tech |

JAMES CORNER FIELD

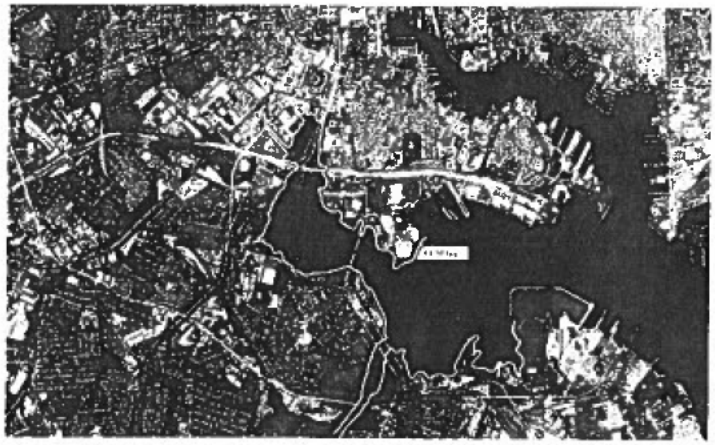
# MIDDLE BRANCH WATERFRONT MASTER PLAN

**Baltimore, Maryland**

Working with the City of Baltimore, South Baltimore Gateway Partnership, Parks & People Foundation, community partners, and a local and national design team, Field Operations led the design for the Reimagine Middle Branch Plan. The plan's long-term vision is guided by three Equity Frameworks: Protect and Connect the Shoreline, Transform Barriers into Connections, and Strengthen Communities with Parks and Programs. These frameworks organize a series of projects to be implemented over the next two decades and identify three major priority areas: an expanded Middle Branch Park, Ridgley's Cove, and the Loop Trail.

Reimagine Middle Branch creates a vision for expansions and improvements to these priority areas, including an an event lawn for festivals, new marshland that will form a "maritime park" and provide critical green stormwater infrastructure, and an 11-mile-long recreational trail that will connect Middle Branch parks and open spaces and link to regional trail networks.

**Relevant Links:** Reimagine Middle Branch
**Date:** 2019–2022
**Size:** 11 miles of shoreline
**Cost:** confidential
**Role:** master planning, public realm and community engagement
**Client:** South Baltimore Gateway Partnership and City of Baltimore
**Contact:** Ethan Cohen, Senior Project Coordinator Community & Economic Development, City of Baltimore
**Phone:** [redacted]





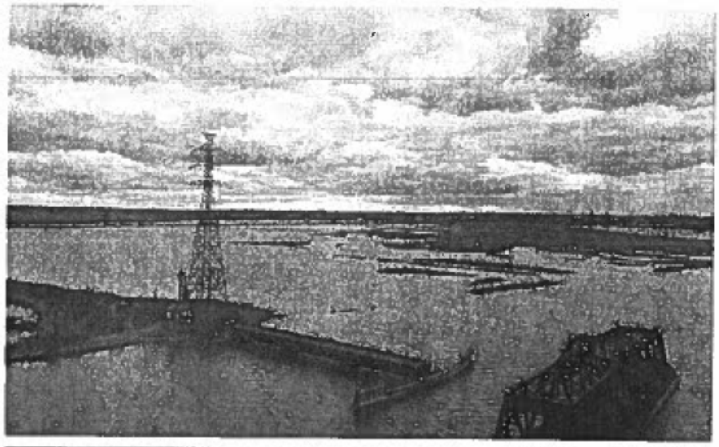
# SAWMILL CREEK WILDLIFE MANAGEMENT AREA

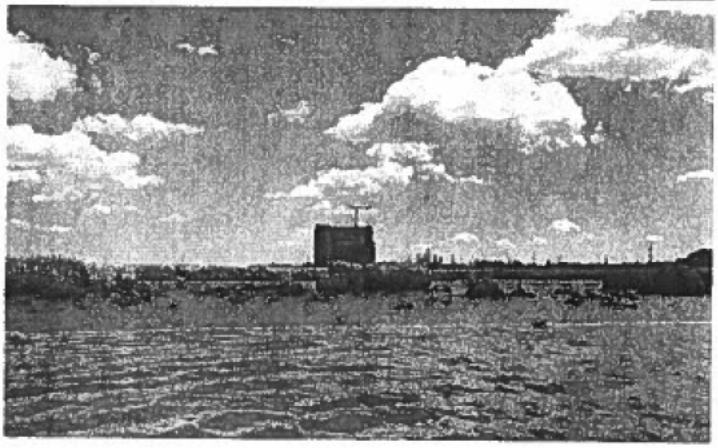
**Lyndhurst, New Jersey**

**Biohabitats** are consulting on the 741-acre Sawmill Creek Wildlife Management Area, a once thriving tidal marsh; however, 200 years of anthropogenic impacts such as dikes, tidle gates and ditches have severely altered and deteriorated ecosystem services such as habitat, carbon sequestration, protection from storms, and water quality improvement. In 1950, the tide gates and dikes were breached, which restored tidal flow to the marsh. However, 90 years of no tidal flow resulted in marsh subsidence and large swaths of mudflats and open water. This limits the ecological function of the marsh and it has become a carbon source, provides little protection from storms, and has less diverse habitat than a healthy marsh system.

Part of the proposed Greenway runs directly through the project site and this degraded ecological condition is consistent with the coastal systems around Liberty State Park and Greenway.

**Relevant Links:** Sawmill Creek
**Date:** 2022–present
**Size:** 741 acres
**Cost:** $95,000
**Role:** assessment, hydrodynamic modeling, ecological restoration
**Client:** New Jersey Sports and Exposition Authority
**Contact:** Teresa Doss, Co-Director, MRRI New Jersey Sports and Exposition Authority
**Phone:** [redacted]





# FRESHKILLS PARK– NORTH PARK WETLAND RESTORATION & LIVING SHORELINE DESIGN

**Staten Island, New York**

**Biohabitats'** transformative salt marsh and coastal habitat restoration design included "living shoreline" stabilization features and ecologically viable wetland habitat and coastal upland grassland. Biohabitats designed the site to function in the face of rising sea levels and other climate change scenarios, and then obtained all of the required permits for construction. Biohabitats also developed the full design and specifications required to put the project out to bid according to NYC protocol.

The project site presented similar remediation challenges that are present throughout the Meadowlands and along the Greenway. Located along the shoreline of Staten Island, the hydrodynamic and water quality conditions were comparable to the tidal marsh sites at Liberty State Park and along the Greenway.

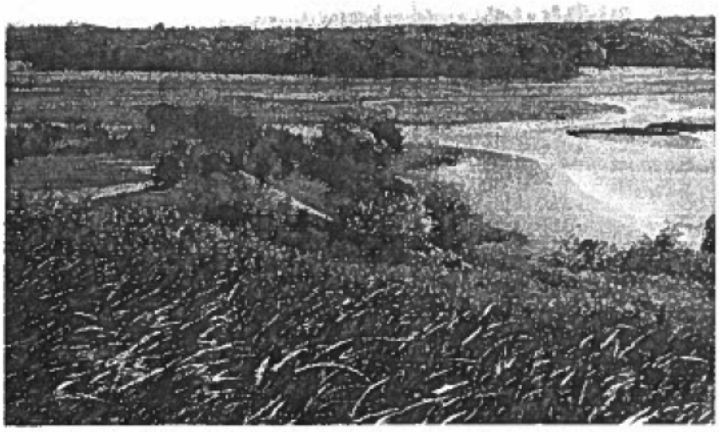
**Relevant Links:** Freshkills Park
**Date:** 2007–2013
**Size:** 360 acres
**Cost:** $995,000
**Role:** inventory & analysis, design, permitting, CM
**Client:** New York City's Department of Parks & Recreation (NYCDPR)
**Contact:** Eloise Hirsh, Park Administrator, New York City's Department of Parks & Recreation (NYCDPR)
**Phone:** [redacted]

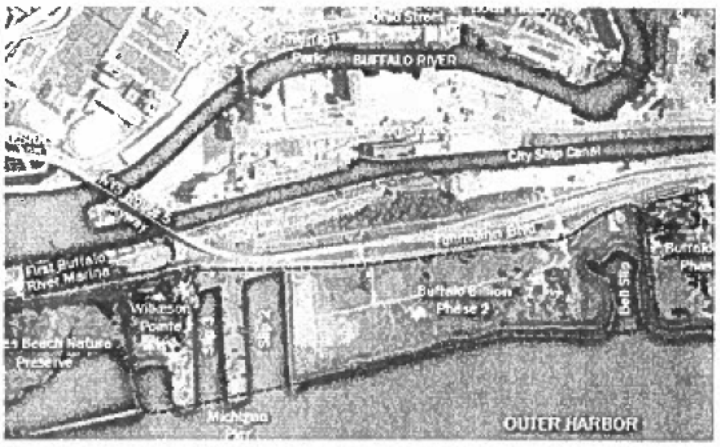
# ECHDC RIVERFRONT BUFFALO OUTER HARBOR ECOLOGICAL RESTORATION DESIGN PHASE I & II

**Buffalo, New York**

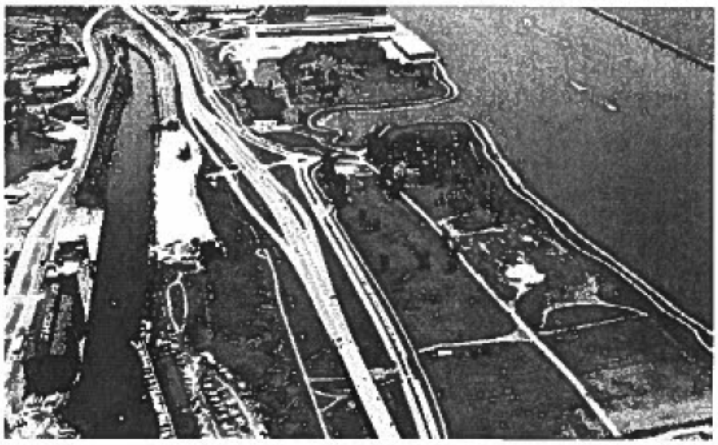
**Biohabitats** evaluate and recommend ecological restoration approaches at contaminated and remediated sites for Phases I & II fo the "Outer Harbor" section of Buffalo's waterfront. These phases of the Buffalo Outer Harbor project encompass over 165 acres along the Lake Erie shoreline within a protected harbor, formed by an outer break wall built in the late 19th century. Historically, the Outer Harbor provided deep water port facilities and industrial uses, but the site has been vacant for decades. The site now includes areas where pioneer vegetation has volunteered, attracting birds and other wildlife. Given the brownfield nature of the site, and the need for soil capping and fencing, much of the site will be left to its natural conditions, but the design creates a series of mountain bike, pump track and skills loop/tot tracks and extends an existing Greenway Nature Trail.

**Relevant Links:** ECHDC Riverfont
**Date:** 2017–2019
**Size:** 165 acres
**Cost:** $95,000
**Role:** inventory & assessments, design, construction procurement, management, public outreach
**Client:** Erie Canal Harbor Development Corporation
**Contact:** David A. Stebbins, AICP, Vice President, ECHDC
**Phone:** [redacted]







# 3.6.8 FINANCIAL CAPACITY OF THE BIDDER

Please find on the pages following James Corner Field Operations, LLC. certified financial statement in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year for the year ended December 2020.

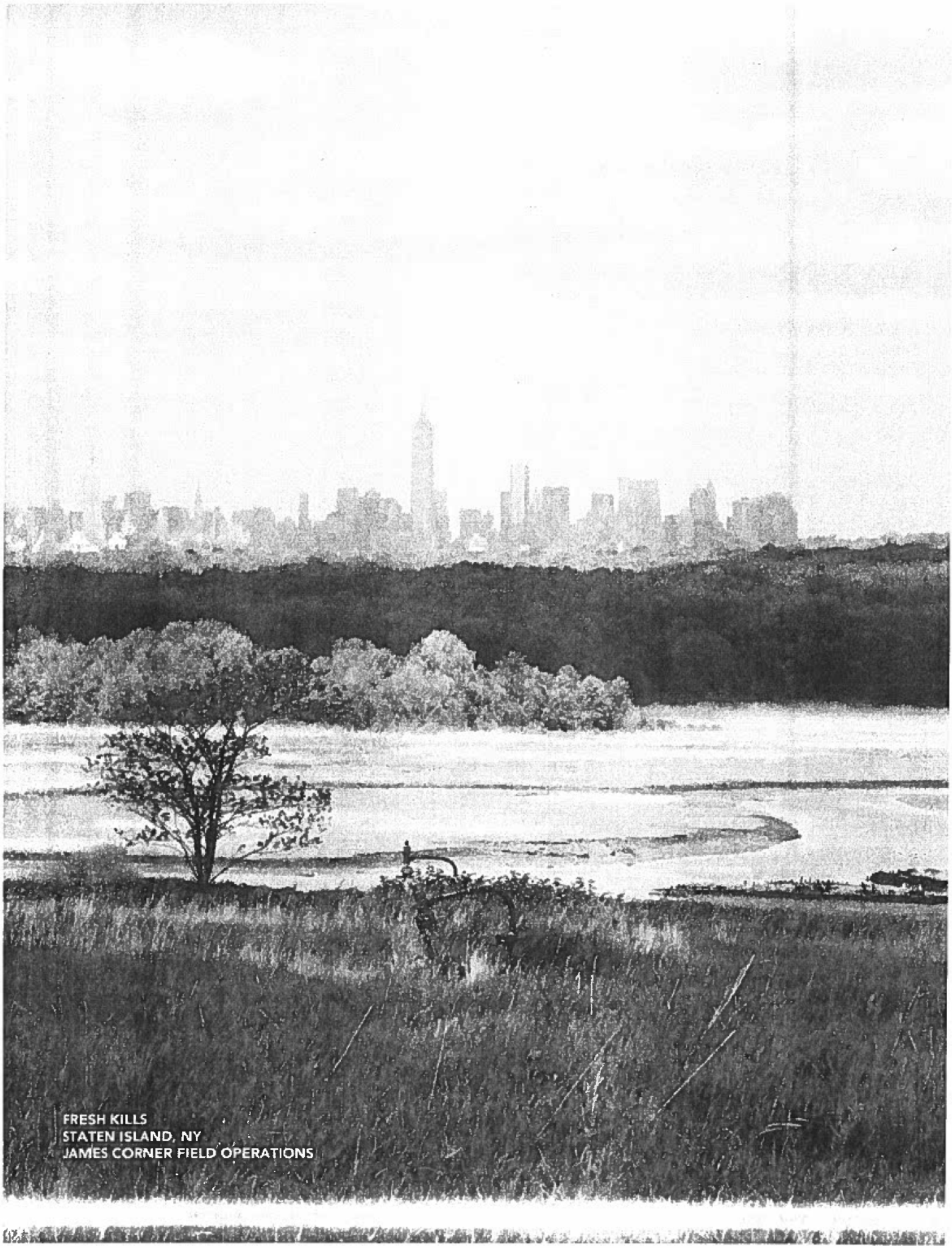
# JAMES CORNER FIELD OPERATIONS, LLC
# T/A FIELD OPERATIONS

## FINANCIAL STATEMENTS

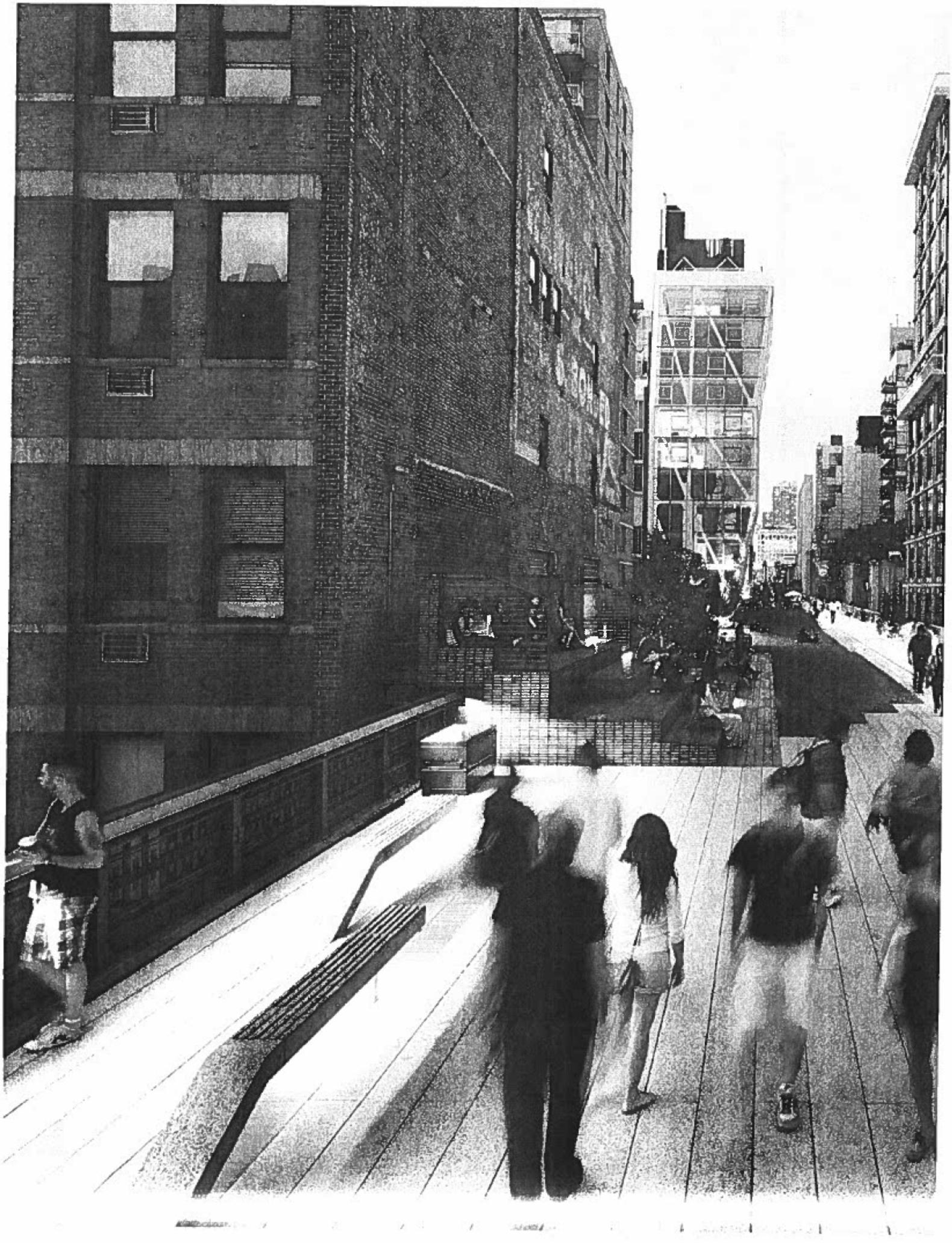
## FOR THE YEAR ENDED
## DECEMBER 31, 2020

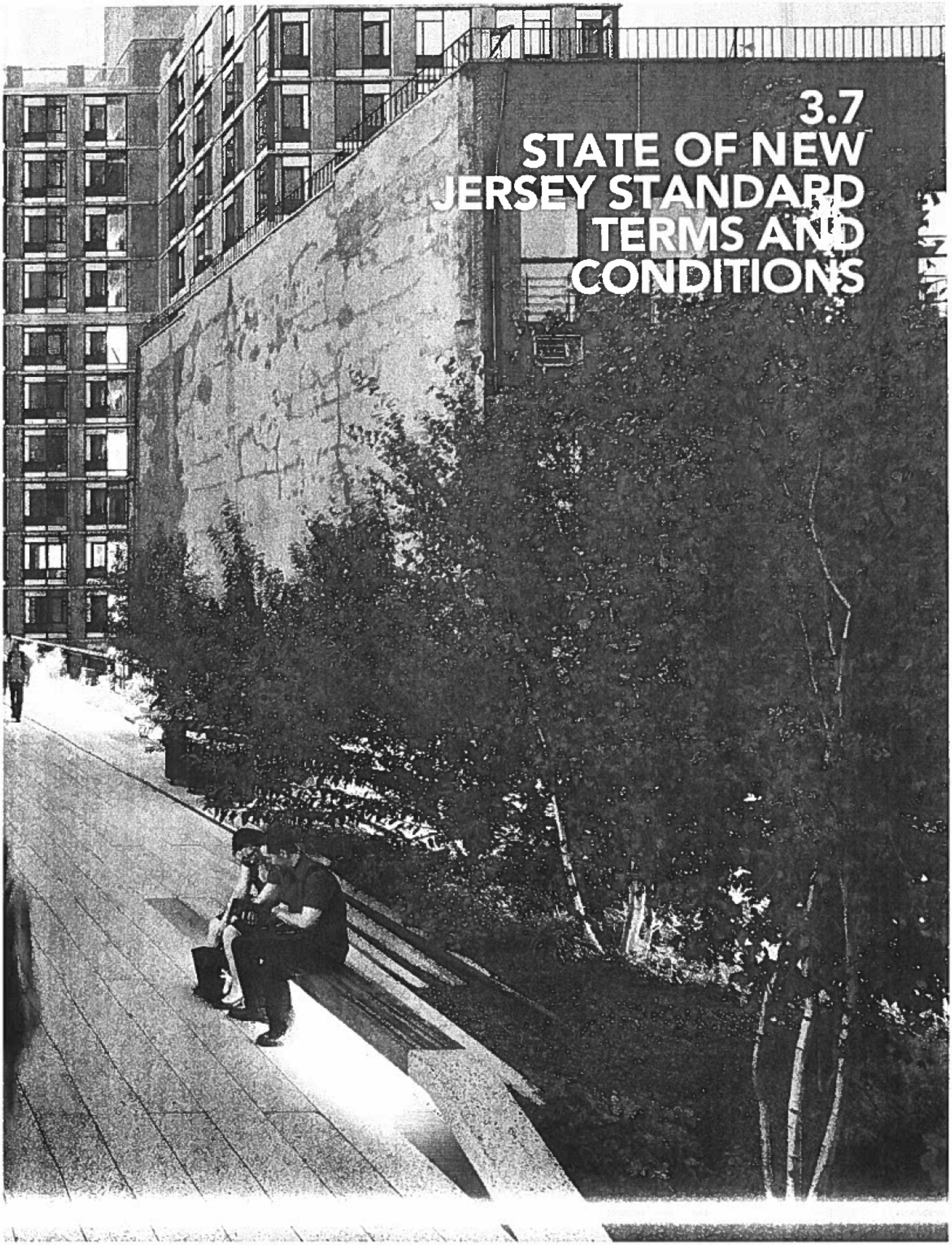

HENRY FRANK & COMPANY
Certified Public Accountants
160 Rock Hill Road, 2nd Floor
Bala Cynwyd, PA 19004
610-667-8480
610-667-2418 Fax

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material.



FRESH KILLS
STATEN ISLAND, NY
JAMES CORNER FIELD OPERATIONS





# 3.7 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

# 3.7.1 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (ATTACHMENT 1)

## State of New Jersey Standard Terms and Conditions

**(Revised September 1, 2022)**

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

**1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

**2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

The statutes, laws, regulations or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

**2.1 BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting 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 sales of tangible personal property delivered into the State. 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 https://www.state.nj.us/treasury/revenue/busregcert.shtml.

**2.2 OWNERSHIP DISCLOSURE**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

**2.4 ANTI-DISCRIMINATION**

All parties to any contract with the State 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 thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

**2.5 AFFIRMATIVE ACTION**

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

**2.6 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.

**2.7 MACBRIDE PRINCIPLES**

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it 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-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

**2.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at https://www.state.nj.us/treasury/purchase/forms.shtml, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities, and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at https://www.state.nj.us/treasury/purchase/forms.shtml, shall be provided to the intended Contractor with the Notice of Intent to Award.

**2.9 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

**2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor 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 New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

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 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/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, 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/her 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/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

F. The provisions cited above in paragraphs 2.8A through 2.8E 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, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

**2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

**2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**

Pursuant to N.J.S.A. 54:49-19, 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.

**2.13 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.

**2.14 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.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITINS WITH RUSSIA OR BELARUS

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 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 Contractor 's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged inthe performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' 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, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. 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; and
4. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

**3.5 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

**3.6 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 statute.

**3.7 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

**3.8 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

**3.9 DOMESTIC MATERIALS**

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

**3.10 DIANE B. ALLEN EQUAL PAY ACT**

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

**3.11 EMPLOYEE MISCLASSIFICATION**

In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

**4.0 INDEMNIFICATION AND INSURANCE**

**4.1 INDEMNIFICATION**

The contractor's liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - 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 which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;
B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

**4.2 INSURANCE**

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services orgoods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

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

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
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 $1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
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. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

This $1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

## 5.0 TERMS GOVERNING ALL CONTRACTS

### 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

### 5.2 RESERVED

### 5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall 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 term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

### 5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

### 5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

### 5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

### 5.7 TERMINATION OF CONTRACT

A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Directormay terminate this contract at any time, in whole or in part, 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 or a portion thereof, 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, in whole or in part, upon ten (10) days' notice to the contractor

with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (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; and

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

**5.8 SUBCONTRACTING**

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

**5.9 RESERVED**

**5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity 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 shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

**5.11 PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor 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 contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

D. Sufficient quantities of parts necessary for proper service to equipment shall 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; and

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.

**5.12 DELIVERY REQUIREMENTS**

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

B. 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;

C. Items delivered must be strictly in accordance with the contract; and

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

**5.13 APPLICABLE LAW AND JURISDICTION**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

**5.14 CONTRACT AMENDMENT**

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

**5.15 MAINTENANCE OF RECORDS**

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)**

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
B. It shall advise the Attorney General of New Jersey:
    1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
    2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

**5.17 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.

**5.18 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.

**5.19 ORGAN DONATION**

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

**5.20 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. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

**5.21 CLAIMS AND REMEDIES**

A. 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.
B. Nothing in this 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.
C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

**5.22 ACCESSIBILITY COMPLIANCE**

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

**5.23 CONFIDENTIALITY**

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
   (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
   (ii) pursuant to a lawfully issued subpoena or other lawful document request:
      (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
      (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

## 6.0 TERMS RELATING TO PRICE AND PAYMENT

**6.1 PRICE FLUCTUATION DURING CONTRACT**

Unless otherwise agreed to in writing 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 must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

**6.2 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.

**6.3 PAYMENT TO VENDORS**

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.

E. The Contractor shall have sole responsibility for all payments due any Subcontractor

**6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) 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 the MasterCard. Additional information can be obtained from banks or merchant service companies.

**6.5 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 60 days of the agency's receipt of a properly executed State Payment Voucher or within 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 shall 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.

**6.6 AVAILABILITY OF FUNDS**

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues 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 and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

**7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

**7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**7.3 PROCUREMENT OF RECOVERED MATERIALS**

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**7.4 EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts inaccordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

**7.6 COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to.

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program 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 Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

## EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 toguarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discriminationprinciples set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at https://newjersey.usnlx.com/;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

## State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



Signature

10/27/2022

Date

James Corner - Founder/Owner

Print Name and Title

James Corner Field Operations

Print Name of Contractor

# 3.7.2 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (ATTACHMENT 2)

**WAIVERED CONTRACTS SUPPLEMENT TO THE**
**STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
**(Revised January 11, 2022)**

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
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This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs), as applicable and noted below.

## I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS

### A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) this Supplement, (2) the State of New Jersey Standard Terms and Conditions, (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

### B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

### C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

## II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE

### A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

### B. 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 contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain in detail, how the proposal price was determined.

### C. DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO-F.O.B.). 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. Thirty calendar days ARO-F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using 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 the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

### D. COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms will not be accepted.

### E. CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest, and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

### F. PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. 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.

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary

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 the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond (unless otherwise noted) is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

## G. RETAINAGE

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and, if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

## H. AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. AUDIT NOTICE – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. AUDIT DISPUTE RESOLUTION – If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. STATE NOT LIABLE FOR AUDIT COSTS – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. NO AUDIT RIGHT CREATED – In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

## III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

### A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following

Professional Liability Insurance

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

### B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;

B. The Contractor's breach of its obligations of confidentiality; and

C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

## IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

### A. DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is acapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract.
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
    a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
    b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which: is not a public record, including but not limited to: Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1995) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse, and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (5) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

**B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

**4.1 INDEMNIFICATION**

The Contractor's liability to the State and its employees in third party suits shall be as follows:

A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

1. For or 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 products supplied under this Contract or the order, and
2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.

B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:

1. procure for the State the legal right to continue the use of the product,
2. replace or modify the product to provide a non-infringing product that is the functional equivalent, or
3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

C. The State will:

1. promptly notify Contractor in writing of the claim or suit,
2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.

D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:

1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor,
2. the State's unauthorized alteration or modification of any product supplied under this Contract,
3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.

E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (a) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.

F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.) the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (a) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;

G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product, and

H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and

I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

C. **INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS**
Section 4 2 Insurance of the SSTC is supplemented with the following

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

D. **LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS**
Section 4 0 Indemnification and Insurance of the SSTC is supplemented with the following

**4.3 LIMITATION OF LIABILITY**
The Contractor's liability to the State for actual direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
B. The Contractor's breach of its obligations of confidentiality; and
C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.
The Contractor shall not be liable for special, consequential, or incidental damages.

E. **PERFORMANCE GUARANTEE OF THE CONTRACTOR**
Section 5 11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following

1 COTS and Customized Software
   a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5 11(a) and 5 11(b) of this Supplement.
   b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
   c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
   d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.
2 Custom Software
   a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract, however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
   b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement

c. The contractor warrants that at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality

d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect, or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality

e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.

b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services

4. Hardware

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State in its sole discretion, the contractor warrants that 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. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable

c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location

d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters

e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate with in a 48-hour period or within the time accepted as industry practice.

f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.

g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications

5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

## V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

### A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership. The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provicer shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

   Provicer shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.

b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.

c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.

d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.

e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.

3. Data Location. Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.

4. Security Incident and Breach of Security Responsibilities.

a. Security Incident Reporting Requirements. Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.

b. Breach of Security Reporting Requirements. If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.

c. Incident Response. When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.

d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5. Termination and Suspension of Service.

a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.

b. Suspension of services. During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.

c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:

1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term.
2) 30 business days after the effective date of termination, if the termination is for convenience, or
3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

d. Post-Termination Assistance. The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.

e. Secure Data Disposal. When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. Background Checks. The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.

7. Access to security logs and other reports. The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.

8. Service Level Audit. The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.

9. Data Center Audit. The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.

10. Change Control and Advance Notice. The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.

11. Security. The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.

12. Non-disclosure and Separation of Duties. The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.

13. Import and Export of Data. The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.

14. Responsibilities and Uptime Guarantee. The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.

15. Right to Remove Individuals. The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery. The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

**B. INDEMNIFICATION FOR SAAS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

**4.1 INDEMNIFICATION**

A. CONTRACTOR RESPONSIBILITIES - The Contractor's liability to the State and its employees in third party suits shall be as follows:

1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

   i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and

iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and

iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.

2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.

3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.

4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.

5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.

7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.

8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

**B. INSURANCE FOR SAAS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

1. Professional Liability Insurance

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

2. Cyber Breach Insurance

The Contractor shall carry Cyber Breach Insurance sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than $2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software. Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties, forensics, cost of public relations consultants, regulatory compliance costs, costs to pursue indemnity rights, costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations, costs of defending lawsuits, judgments and settlements, regulatory response costs, costs of responding to regulatory investigations, and costs of settling regulatory claims.

**C. LIMITATION OF LIABILITY FOR SAAS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following

**4.3 LIMITATION OF LIABILITY**

A The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than $1,000,000. This limitation of liability shall not apply to the following:

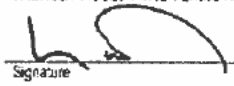
i. The Contractor's indemnification obligations as described in Section 4.1, and

ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.

A Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security, (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to, (3) a credit monitoring service required by state or federal law or as otherwise agreed to, (4) a website or a toll-free number and call center for affected individuals required by federal and state laws – all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security, and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.

B The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT**



Signature

10/27/2022

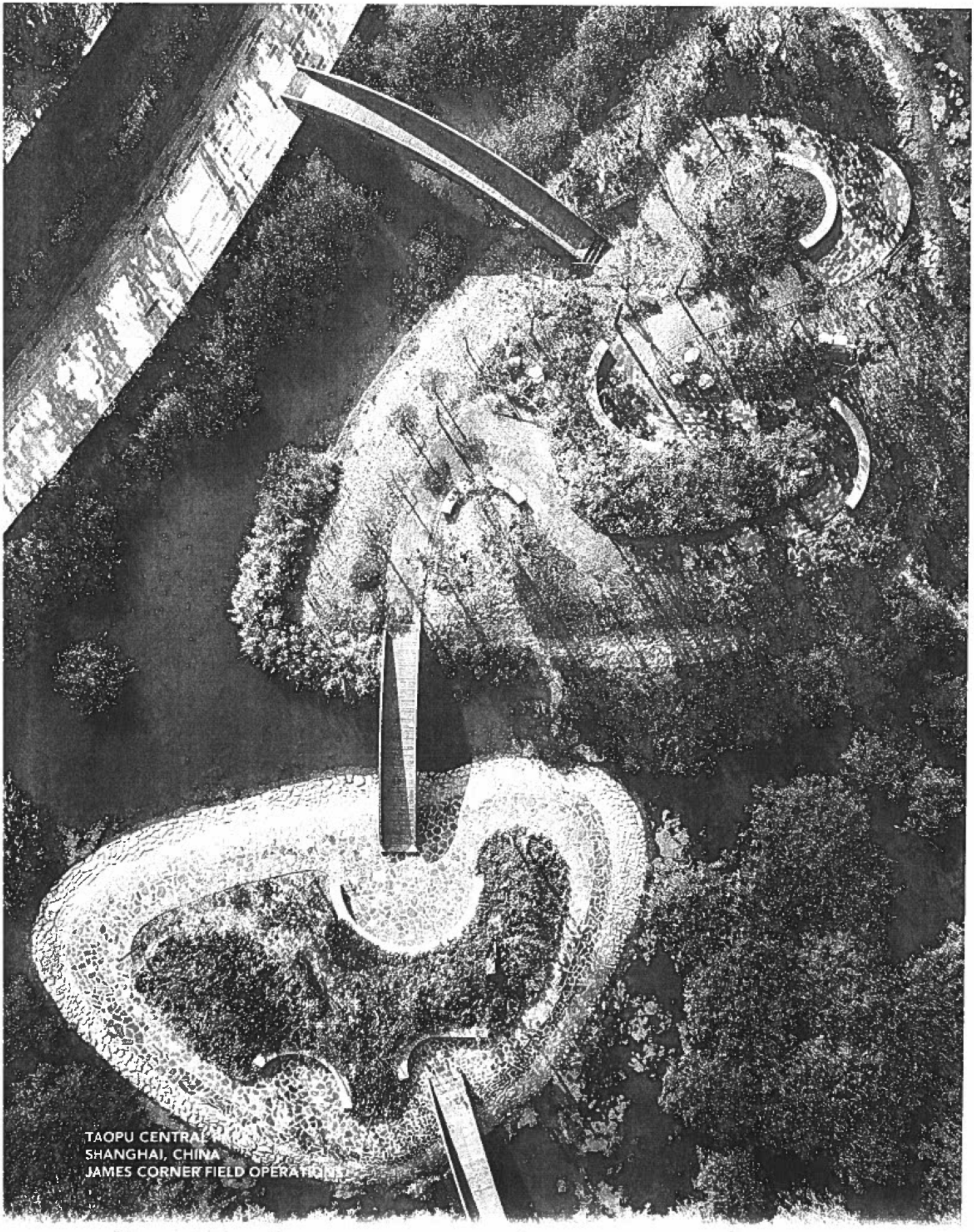
Date

James Corner - Founder/Owner

Print Name and Title

James Corner Field Operations

Print Name of Contractor

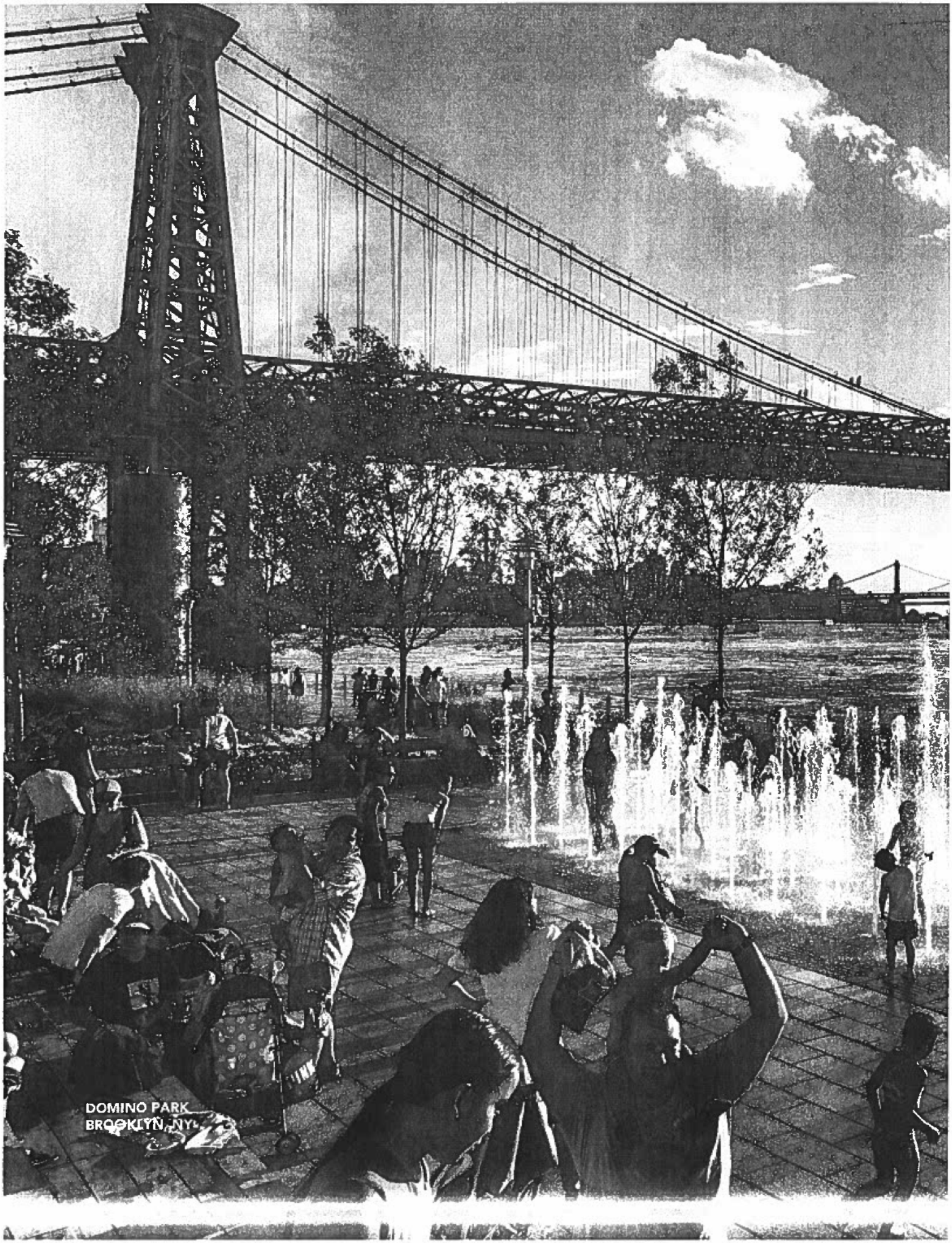


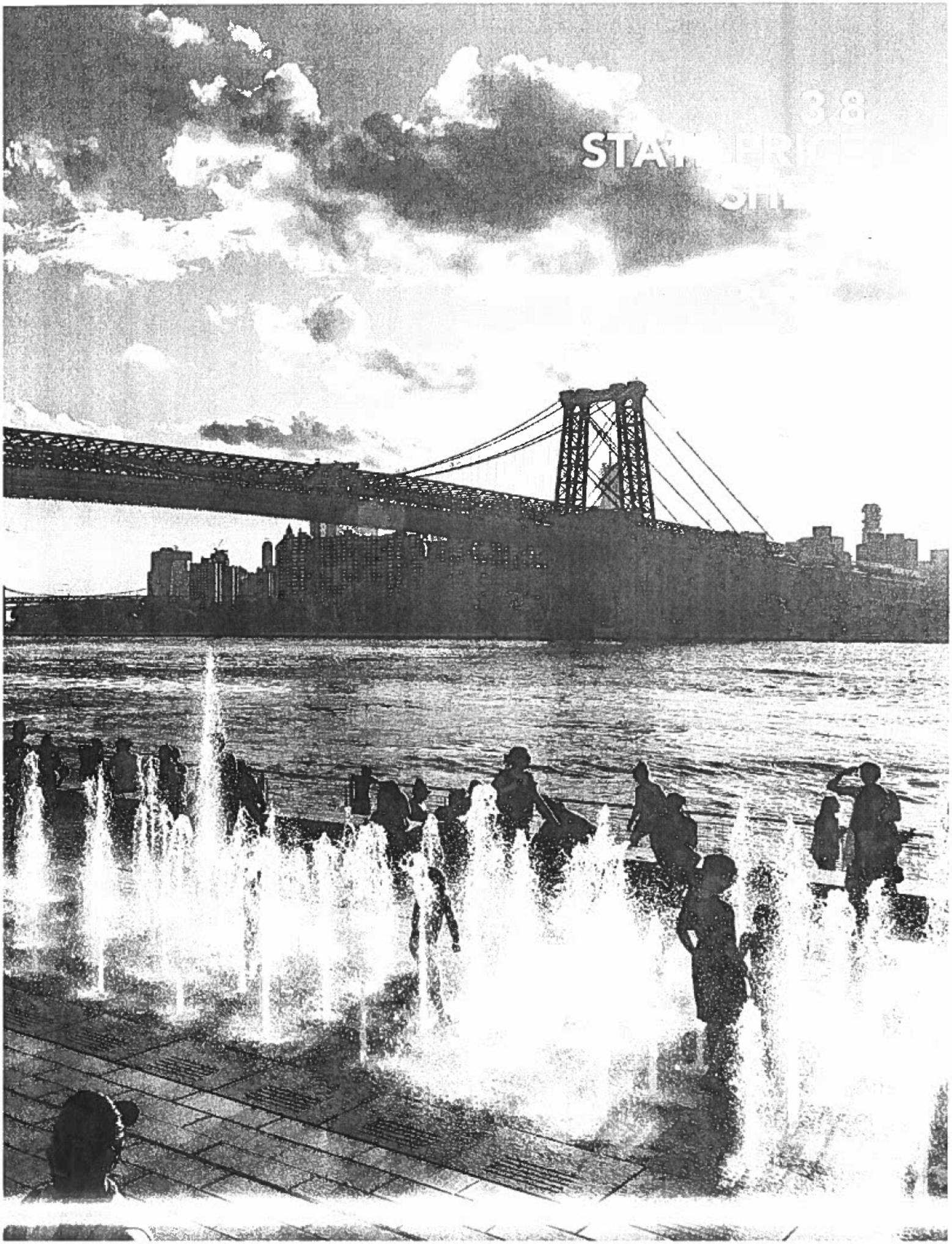
TAOPU CENTRAL
SHANGHAI, CHINA
JAMES CORNER FIELD OPERATIONS

# 3.7.3 PROOF OF INSURANCE

Certification of Insurance form indicating limits of professional services and general liability coverage. At all times during the term of the contract resulting from this RFP, maintain the insurance coverage required to do business with the State of New Jersey.

James Corner Field Operations Professional Liability coverage limits are shown on the page opposite. Professional Liability coverage limits exceed the minimum amount of insurance coveraged required by the State of New Jersey, as indicated in the State of New Jersey Standard Terms and Conditions (SSTC) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Attachments 1 and 2).


DOMINO PARK
BROOKLYN, NY



# STATE PRICE SHEET
# (ATTACHMENT 4)

| VENDOR {BIDDER} NAME: | |
|---|---|
| **James Corner Field Operations, LLC.** | |
| | |
| **Price Line** | **Description** |
| 1 | All-Inclusive Hourly Rate |
| | |
| | **Staffing Rates by Title (% of expected contribution)** |
| 1 | Founder/ CEO - 1% |
| 2 | Senior Principal - 2% |
| 3 | Principal - 10% |
| 4 | Senior Associate II - 17% |
| 5 | Senior Associate I |
| 6 | Associate II /Project Manager II - 20% |
| 7 | Associate I /Project Manager I - 20% |
| 8 | Project Designer |
| 9 | Designer II - 30% |
| 10 | Designer I |
| 11 | Senior Administrative |
| 12 | Administrative |
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| | | | | | |
| | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** | | | |
| | | | | | |
| **Quantity** | **Unit** | **All-Inclusive Hourly Rate** | | | |
| | | **2023** | **2024** | **2025** | **2026** |
| 1 | Hour | $223 | $231 | $239 | $247 |
| | | | | | |
| | | | | | |
| 1 | Hour | $518 | $536 | $555 | $575 |
| 1 | Hour | $341 | $353 | $365 | $378 |
| 1 | Hour | $310 | $321 | $332 | $344 |
| 1 | Hour | $248 | $257 | $266 | $275 |
| 1 | Hour | $217 | $225 | $233 | $241 |
| 1 | Hour | $186 | $193 | $200 | $207 |
| 1 | Hour | $166 | $172 | $178 | $184 |
| 1 | Hour | $145 | $150 | $155 | $160 |
| 1 | Hour | $135 | $140 | $145 | $150 |
| 1 | Hour | $124 | $128 | $132 | $137 |
| 1 | Hour | $176 | $182 | $188 | $195 |
| 1 | Hour | $124 | $128 | $132 | $137 |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |

| VENDOR {BIDDER} NAME: | |
|---|---|
| **Langan Engineering & Environmental Services** | |
| | |
| **Price Line** | **Description** |
| 1 | All-Inclusive Hourly Rate |
| | |
| | **Staffing Rates by Title (% of expected contribution)** |
| 1 | Principal - 5% |
| 2 | Senior Associate |
| 3 | Associate/Senior Project Personnel Level III |
| 4 | Senior Project Personnel Level II - 10% |
| 5 | Senior Project Personnel Level I |
| 6 | Project Personnel Level III |
| 7 | Project Personnel Level II - 10% |
| 8 | Project Personnel Level I |
| 9 | Senior Staff Personnel Level III |
| 10 | Senior Staff Personnel Level II - 20% |
| 11 | Senior Staff Personnel Level I - 20% |
| 12 | Staff Personnel Level III |
| 13 | Staff Personnel Level II - 15% |
| 14 | Staff Personnel Level I - 15% |
| 15 | Technician III |
| 16 | Technician II |
| 17 | Technician I - 5% |

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| | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** | | | |
| | | | | | |
| **Quantity** | **Unit** | **All-Inclusive Hourly Rate** | | | |
| | | **2023** | **2024** | **2025** | **2026** |
| 1 | Hour | $234 | $249 | $264 | $280 |
| | | | | | |
| | | | | | |
| 1 | Hour | $310 | $329 | $349 | $370 |
| 1 | Hour | $310 | $329 | $349 | $370 |
| 1 | Hour | $310 | $329 | $349 | $370 |
| 1 | Hour | $310 | $329 | $349 | $370 |
| 1 | Hour | $295 | $313 | $332 | $352 |
| 1 | Hour | $285 | $302 | $320 | $339 |
| 1 | Hour | $275 | $292 | $310 | $329 |
| 1 | Hour | $265 | $281 | $300 | $318 |
| 1 | Hour | $255 | $270 | $286 | $303 |
| 1 | Hour | $235 | $249 | $264 | $280 |
| 1 | Hour | $220 | $233 | $247 | $262 |
| 1 | Hour | $210 | $223 | $236 | $250 |
| 1 | Hour | $195 | $207 | $219 | $232 |
| 1 | Hour | $180 | $191 | $202 | $214 |
| 1 | Hour | $135 | $143 | $152 | $161 |
| 1 | Hour | $115 | $122 | $129 | $137 |
| 1 | Hour | $85 | $90 | $95 | $100 |

| VENDOR {BIDDER} NAME: | |
|---|---|
| TOOLE DESIGN GROUP, LLC | |
| | |
| **Price Line** | **Description** |
| 1 | All-Inclusive Hourly Rate |
| | |
| | **Staffing Rates by Title (% of expected contribution)** |
| 1 | Engineering Lead III |
| 2 | Project Engineer - 5% |
| 3 | Landscape Architect Lead - 5% |
| 4 | Senior Landscape Architect - 5% |
| 5 | Designer II - 15% |
| 6 | Planning Lead III |
| 7 | Project Planner II - 20% |
| 8 | Project Planner I - 20% |
| 9 | Planner II - 20% |
| 10 | GIS Analyst - 10% |
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| | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** | | | |
| | | | | | |
| **Quantity** | **Unit** | **All-Inclusive Hourly Rate** | | | |
| | | **2023** | **2024** | **2025** | **2026** |
| 1 | Hour | $223 | $235 | $246 | $249 |
| | | | | | |
| | | | | | |
| 1 | Hour | $319 | $336 | $352 | $370 |
| 1 | Hour | $190 | $200 | $210 | $220 |
| 1 | Hour | $275 | $290 | $304 | $219 |
| 1 | Hour | $247 | $261 | $274 | $287 |
| 1 | Hour | $142 | $150 | $157 | $165 |
| 1 | Hour | $322 | $339 | $355 | $373 |
| 1 | Hour | $227 | $239 | $250 | $263 |
| 1 | Hour | $188 | $198 | $207 | $218 |
| 1 | Hour | $150 | $158 | $165 | $174 |
| 1 | Hour | $172 | $182 | $191 | $200 |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |

| VENDOR {BIDDER} NAME: | |
|---|---|
| **BIOHABITATS** | |
| | |
| **Price Line** | **Description** |
| 1 | All-Inclusive Hourly Rate |
| | |
| | **Staffing Rates by Title (% of expected contribution)** |
| 1 | Principal - 2% |
| 2 | Principal Ecologist - 5% |
| 3 | Project Manager/Senior Technical - 44% |
| 4 | Technical Staff - 28% |
| 5 | Technician - 21% |
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| | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** | | | |
| | | | | | |
| **Quantity** | **Unit** | **All-Inclusive Hourly Rate** | | | |
| | | **2023** | **2024** | **2025** | **2026** |
| 1 | Hour | $193 | $202 | $212 | $223 |
| | | | | | |
| | | | | | |
| 1 | Hour | $255 | $267 | $281 | $295 |
| 1 | Hour | $235 | $246 | $259 | $272 |
| 1 | Hour | $200 | $210 | $220 | $231 |
| 1 | Hour | $150 | $157 | $165 | $173 |
| 1 | Hour | $125 | $131 | $137 | $144 |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |

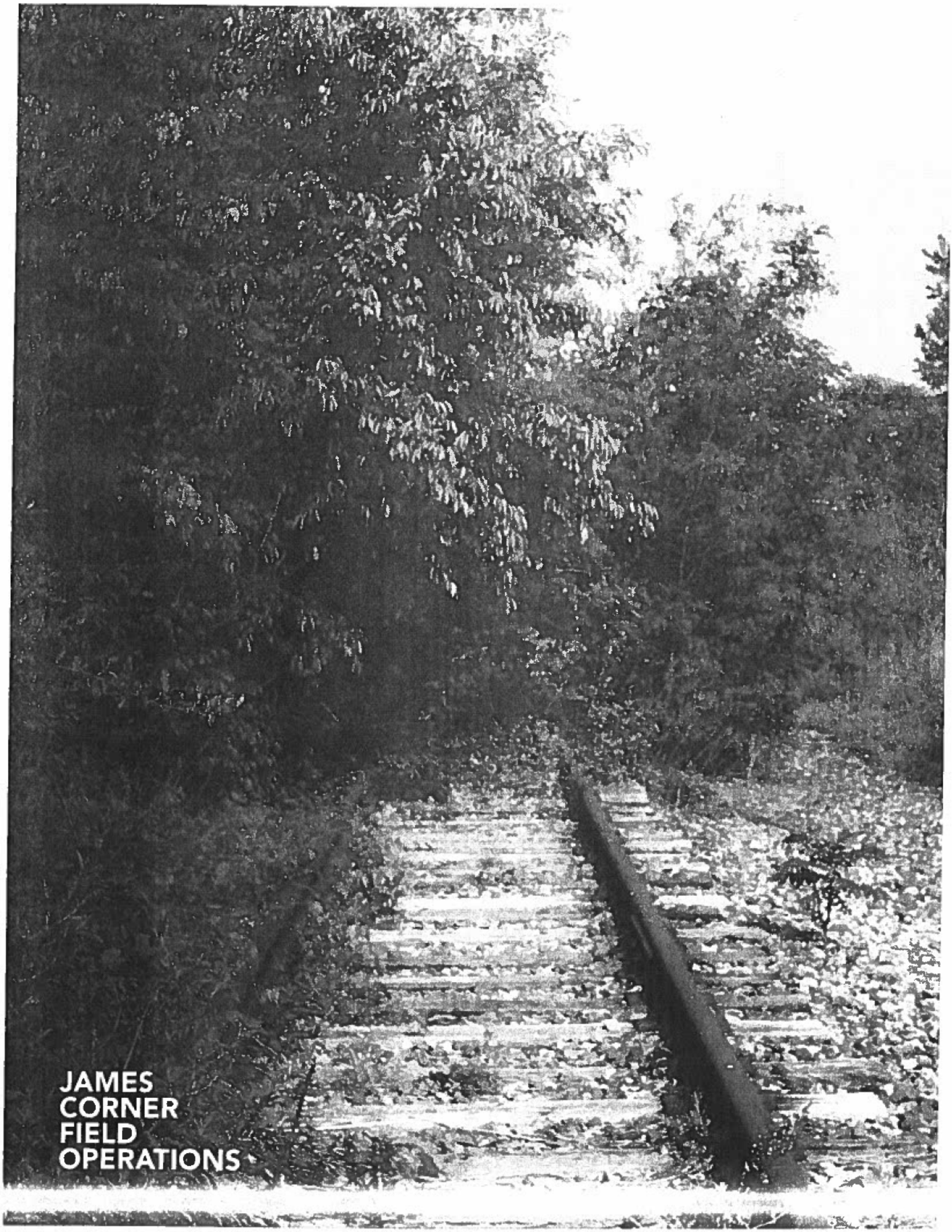
| VENDOR {BIDDER} NAME: | |
|---|---|
| NARCHITECTS, PLLC | |
| | |
| **Price Line** | **Description** |
| 1 | All-Inclusive Hourly Rate |
| | |
| | **Staffing Rates by Title (% of expected contribution)** |
| 1 | Partner-in-Charge 11% |
| 2 | Resource Partner 1.5% |
| 3 | Principal 1.5% |
| 4 | Project Manager 25% |
| 5 | Project Architect 25% |
| 6 | Designer 36% |
| | |
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| | | **Refer to Bid Solicitation Section 3.18 for Bidder Instructions.** | | | |
| | | | | | |
| **Quantity** | **Unit** | **All-Inclusive Hourly Rate** | | | |
| | | **2023** | **2024** | **2025** | **2026** |
| 1 | Hour | $205 | $259 | $272 | $286 |
| | | | | | |
| | | | | | |
| 1 | Hour | $330 | $346 | $363 | $381 |
| 1 | Hour | $330 | $346 | $363 | $381 |
| 1 | Hour | $278 | $292 | $307 | $322 |
| 1 | Hour | $220 | $231 | $242 | $254 |
| 1 | Hour | $178 | $187 | $196 | $206 |
| 1 | Hour | $147 | $154 | $162 | $170 |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
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| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |
| 1 | Hour | | | | |



HIGH LINE
NEW YORK, NY
JAMES CORNER FIELD OPERATIONS




JAMES
CORNER
FIELD
OPERATIONS