

## **EXHIBIT A**

### **Supplement to the State of New Jersey Standard Terms and Conditions**

#### **1. SBE Set-Aside Requirements**

##### **1.1. Small Business Enterprise Goals**

The Prime Consultant shall take all necessary and reasonable steps to ensure that Small Business Enterprises (SBE's), as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform contracts.

##### Goals For This Contract

(a) Except as provided in this Addendum, this contract includes a goal for awarding twenty-five (25) percent of the total contract value to either Prime or Sub consultants that qualify as small businesses as defined in N.J.A.C. 17:14-2.1 and small businesses with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201.

(b) Only SBE's properly certified by the date of bid with the Division of Revenue and Enterprise Services will be considered in determining whether the Consultant has met the Contract goals.

(c) A database of certified SBE firms is available for review from the Division of Revenue and Enterprise Services (Telephone: 609-292-2146. Website: [www.state.nj.us/njbusiness/contracting](http://www.state.nj.us/njbusiness/contracting)). This database is to be used as a source of information only, and does not relieve the Prime Consultant of the responsibility of seeking out other SBE's.

##### Submission of Consultant's SBE Plan

The Prime Consultant who is named the apparent successful proposer shall submit to the Division of Property Management and Construction (DPMC) for approval, no later than ten (10) State business days after notification from the DPMC, the following:

(a) SBE Form A, Schedule of SBE Participation - The Prime Consultant shall list all SBE's that will participate in the contract including type of work, actual dollar amount, percent of total contract to be performed.

(b) SBE Form B, Affidavit of SBE Status - A statement under oath by the SBE that the firm is properly certified as an SBE.

(c) Request for Exemption – In the event the Prime Consultant is unable to meet the specified goals, Prime Consultant must submit a written request for an exemption from the goals as defined herein.

(d) The name of the Prime Consultant's SBE liaison officer who shall be the person within the Prime Consultant's organization primarily responsible for implementing the Prime Consultant's SBE program.

(e) DPMC in its sole discretion may request additional information from the Prime Consultant prior to award of the contract in order to evaluate the Prime Consultant's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by DPMC.

#### Good Faith Efforts of Proposers, Requirements

The Prime Consultant that fails to meet the goals for small business shall document the reasonable outreach efforts it has made to meet the goals. In accordance with N.J.A.C. 17:14-4.3:

(a) The following actions shall be taken by a proposer in establishing a good faith effort to solicit and award subcontracts to eligible small businesses:

- (i) The proposer shall attempt to locate qualified potential small business subconsultants;
- (ii) The proposer shall request a listing of small businesses from the Division if none are known to the proposer;
- (iii) The proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
- (iv) The proposer shall attempt to contact all potential subconsultants on the same day and use similar methods to contact them;
- (v) The proposer shall provide all potential subconsultants with detailed information regarding the specifications; and
- (vi) The proposer shall attempt, wherever possible, to negotiate prices with potential subconsultants which submitted higher than acceptable price quotes.

(b) Proposers shall maintain adequate records to document their efforts.

#### Responsibility After Contract Award

(a) The Prime Consultant shall advise DPMC of any change regarding the work to be performed by an SBE whose name was submitted on the SBE Form A for the purpose of meeting the Contract goals.

(b) If an SBE that was to be used by the Prime Consultant to meet one of the goals does not perform the work, the Prime Consultant shall attempt to replace the SBE with a similarly situated SBE. If the Prime Consultants fails to replace the SBE with a similarly situated SBE, it shall document to DPMC the reasons for such failure and DPMC may review the Prime Consultant's subcontracting practices to determine if it is engaging in unlawful discrimination.

## Documentation

(a) DPMC may, at any time, require such information as it deems necessary to ascertain the compliance of any Prime Consultant with the terms of these provisions.

(b) The Prime Consultant shall keep such records as are necessary to determine compliance with its SBE obligations. The records kept by the Consultant must contain information that demonstrates:

(i) The names of the SBE's contacted for work on the Contract;

(ii) The type of work to be done or services to be performed by all SBE consultants on the Contract;

(iii) The actual dollar amount of work awarded to SBE's;

(iv) The progress and efforts being made in seeking out and utilizing SBE's. This would include solicitations, quotes, and proposals regarding work items, supplies, and leases.

(v) Documentation of all correspondence, contacts, and telephone calls, used to obtain the services of SBE's on the Contract.

(c) As required by DPMC the Prime Consultant shall submit reports pertaining to contracts and business transactions with SBE's.

(d) All such records shall be maintained for a period of three years following final payment and shall be available for inspection by the DPMC.

## 2. Certification of Payments to Subcontractor

Pursuant to N.J.S.A. 52:32-40, 41 and N.J.S.A. 2A:44-148; the Contractor shall submit a Certification of Prime Contractors form and a Certification of Subcontractor form for each Subcontractor identified in the Unit Schedule Breakdown, as part of the submission for each invoiced progress payment.

## 3. Contractor Claims

3.1. Any claims made by a Contractor against DRM for damages; extra costs or any other claim made pursuant to the contract are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as well as all the provisions of this Contract.

3.2. Upon presentation by the Contractor of a request in writing, the DRM may review any decision or determination of the State or the Contractor as to any claim, dispute or any other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents. Consistent with the intent of this Contract, the DPMC may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted the Contractor shall be afforded the opportunity to be heard on the matter in question. Following review of the

Contractor's request, the DPMC and the Contractor may settle or resolve the disputed matter, provided however that any such negotiations, conferences, settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act (N.J.S.A 59:13-1 et seq.). The DPMC's participation in any effort to negotiate, settle or resolve any such claim or dispute with the Contractor shall not operate to toll or extend the time limitations for notice or suit under the New Jersey Contractual Liability Act.