



464 Valley Brook Avenue, Lyndhurst NJ 07071  
129 Sea Girt Avenue, Manasquan NJ 08736  
Phone: (800) 423-0766 • Fax: (201) 438-1798  
[www.mccabeenv.com](http://www.mccabeenv.com)

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**RESPONSE TO:**

**STATE OF NEW JERSEY**

**DEPARTMENT OF COMMUNITY AFFAIRS**

**REQUEST FOR QUOTE**

**IDA LEAD ASSESSMENT AND CLEARANCE**

**SUBMITTED BY:**

**MCCABE ENVIRONMENTAL SERVICES, L.L.C.**

**DUE: FRIDAY, JUNE 16, 2023 @ 2:00PM**



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June 14, 2023

Department of Community Affairs  
Division for Disaster Recovery and Mitigation, 6<sup>th</sup> floor  
101 South Broad Street  
Trenton, New Jersey 08625  
Attn: Ms. Elizabeth Mackay

**RE: Request for Quote for Ida Lead Assessment and Clearance**  
**Proposal Due Date: Friday June 16, 2023 @ 2:00 p.m.**

Dear Ms. Mackay:

McCabe Environmental Services, L.L.C. is pleased to submit to you our response to the above referenced Bid for **Ida lead Assessment and Clearance**. At this point, we would like to acknowledge the Lead RFQ Questions Responses dated June 2, 2023.

For proposal and contract issues please contact:

Ms. Ellen McCabe – President/Managing Member  
Phone: (201) 438-4839; Email: emccabe@mccabeenv.com

Please NOTE: between 2013-2016, McCabe Environmental Services was one of the few environmental testing companies that were responsible for providing lead testing and inspection services for the **Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program** that was developed to assist homeowners as a result of the devastating damage caused by Superstorm Sandy. During our tenure working on this project McCabe conducted over 1600 asbestos and lead investigations. The project was conducted under the direct supervision of the New Jersey Department of Community Affairs (DCA). All sampling was conducted in accordance with United States Department of Housing & Urban Development under the Community Block Grant (CBG) Program. Approximately 20,000 asbestos samples and more than 5,000 dust and soil samples for lead were collected during this project. The services provided included lead-based paint risk assessments with X-Ray Fluorescence (XRF) testing, and dust and soil sample collection and analysis, as well as asbestos investigations, sample collection and analysis.

If you have any questions regarding the enclosed information, please do not hesitate to contact me at (201) 438-4839. Thank you for your time and the opportunity to provide this Proposal.

Sincerely,  
McCabe Environmental Services, L.L.C.

A handwritten signature in blue ink that reads 'Ellen McCabe'.

Ellen McCabe  
President/Managing Member

## **FORMS**





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# 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/](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 ACTIVITIES 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 in the 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 or goods 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 cancellation shall be emailed to the State at: [ccau.certificate@treas.nj.gov](mailto: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 waived 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 C. 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 Director may 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](http://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 and 2 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 of 2 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](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 and 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 and 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 to guarantee 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 contractor 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

6/12/2023

Date

Ellen McCabe-Managing Member

Print Name and Title

McCabe Environmental Services, L.L.C.

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 of 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 uncopied 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 of 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

6/12/2023

Date

Ellen McCabe-Managing Member

Print Name and Title

McCabe Environmental Services, L.L.C.

Print Name of Contractor



## OWNERSHIP DISCLOSURE 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

VENDOR NAME: McCabe Environmental Services, L.L.C.

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.  
Please answer all questions and complete the information requested.

- |  | YES                                 | NO                                  |
|--|-------------------------------------|-------------------------------------|
| 1. The vendor is a <b>Non-Profit Entity</b> ; and therefore, no disclosure is necessary.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The vendor is a <b>Sole Proprietor</b> ; and therefore, no other disclosure is necessary.<br>A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.<br>A limited liability company with a single member is not a Sole Proprietor.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. The vendor is a <b>corporation, partnership, or limited liability company</b> with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;  
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,  
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	Ellen McCabe		
ADDRESS	94 West Passaic Avenue		
ADDRESS			
CITY	Rutherford	STATE	New Jersey
		ZIP	07070

NAME	John H. Chiaviello		
ADDRESS	94 West Passaic Avenue		
ADDRESS			
CITY	Rutherford	STATE	New Jersey
		ZIP	07070

NAME			
ADDRESS			
ADDRESS			
CITY		STATE	
		ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY		STATE	
		ZIP	

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;  
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,  
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

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5. As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest.\*


\* Attach additional sheets if necessary



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230  
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM  
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: \_\_\_\_\_ VENDOR/BIDDER: McCabe Environmental Services, L.L.C.

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
NONE		\$	
		\$	
		\$	
		\$	
Attach additional sheets if necessary			

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Ellen McCabe-Managing Member

Print Name and Title

6/12/2023

Date



# DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR 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:** Request for Quote (RFQ) for Ida Lead Assessment and Clearance

**VENDOR NAME:** McCabe Environmental Services, L.L.C.

## PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	Ellen McCabe		
TITLE	Managing Member		
ADDRESS	94 West Passaic Avenue		
ADDRESS			
CITY	Rutherford	STATE	New Jersey
		ZIP	07070

NAME	John H. Chiaviello		
TITLE	Vice President		
ADDRESS	94 West Passaic Avenue		
ADDRESS			
CITY	Rutherford	STATE	New Jersey
		ZIP	07070

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY		STATE	
		ZIP	

NAME			
TITLE			
ADDRESS			
ADDRESS			
CITY		STATE	
		ZIP	

\*Attach Additional Sheets If Necessary.

## PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? **NO**
- Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? **NO**
- Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? **NO**
- Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? **NO**
- Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? **NO**

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

## PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME			
CONTACT NAME		PHONE NUMBER	
CASE CAPTION			
INCEPTION OF THE INVESTIGATION		CURRENT STATUS	
SUMMARY OF INVESTIGATION			

\*Attach Additional Sheets If Necessary.

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

*Ellen McCabe*

Signature  
Ellen McCabe-Managing Member

Print Name and Title

6/12/2023

Date





## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN 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:** Request for Quote (RFQ) for Ida Lead Assessment and Clearance

**VENDOR NAME:** McCabe Environmental Services, L.L.C.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

*Ellen McCabe*

Signature

**06/12/2023**

Date

Ellen McCabe-Managing Member

Print Name and Title

# INFORMATION AND INSTRUCTIONS

## For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsa/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor’s street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor’s type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.



### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

**Division of Purchase and Property**

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name McCabe Environmental Services, L.L.C.  
(Including trade name if applicable)

Address 464 Valley Brook Avenue

City Lyndhurst State NJ Zip 07071 Phone 201-438-4839

Vendor Email emccabe@mccabeenv.com Vendor FEIN (SS# if sole proprietor/natural person) 22-3638400

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☒ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity partners of a Partnership**

**All Equity members of a LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ellen McCabe  
John H. Chiaviello  
\_\_\_\_\_  
\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☒ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

**Part 3: Certification** (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name Ellen McCabe Print Name Ellen McCabe  
Title/Position Managing Member Date 6/12/2023

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



## MACBRIDE PRINCIPLES 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:** Request for Quote (RFQ) for Ida Lead Assessment and Clearance

**VENDOR NAME:** McCabe Environmental Services, L.L.C.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

### CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**



The Vendor/Bidder 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 section 2 of P.L. 1987, c. 177 (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 its compliance with those principles.

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

*Ellen McCabe*

Signature

**Ellen McCabe**

Print Name and Title

**06/12/2023**

Date

*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

MCCABE ENVIRONMENTAL SERVICES, L.L.C.

TRADE NAME:

ADDRESS:

464 VALLEY BROOK AVE  
LYNDHURST NJ 07071

SEQUENCE NUMBER:

0087463

EFFECTIVE DATE:

08/27/99

ISSUANCE DATE:

05/10/07

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.





MCCAB-1

OP ID: BE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Assurance Brokers Ltd.  
2236 Mason Lane  
Ballwin, MO 63021

314-821-6560

CONTACT NAME: Ralph McQuiggan

PHONE (A/C, No, Ext): 314-821-6560

FAX (A/C, No): 314-821-5779

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Beazley Syndicates

37540

INSURER B: Ohio Security Insurance Co.

24082

INSURER C: Ironshore Specialty Ins Co

INSURER D:

INSURER E:

INSURER F:

INSURED  
McCabe Environmental Services, LLC  
464 Valley Brook Avenue  
Lyndhurst, NJ 07071

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
A	<input checked="" type="checkbox"/> Professional Liab		ENC 0007743-01	07/28/2022	07/28/2023	EACH OCCURRENCE \$ 3,000,000
A	<input checked="" type="checkbox"/> Pollution Liab		ENC 0007743-01	07/28/2022	07/28/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 3,000,000
	OTHER:					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPI/OP AGG \$ 3,000,000
						Poli/Prof \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		BAS63341888	07/28/2022	07/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		XSCUW0013375100	07/28/2022	07/28/2023	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess liability follows form over General Liability, Auto Liability, Professional Liability, Contractors Pollution & Employers Liability.

## CERTIFICATE HOLDER

FOR INF

FOR INFORMATIONAL AND  
BIDDING PURPOSES

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## SOURCE DISCLOSURE 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: Request for Quote (RFQ) for Ida Lead Assessment and Clearance

VENDOR NAME: McCabe Environmental Services, L.L.C.

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

### PART 1



All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.



Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

### PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

**\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.**

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Ellen McCabe

Signature

06/12/2023

Date

Ellen McCabe-Managing Member

Print Name and Title



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT TITLE  
CONTRACT NUMBER

Request for Quote (RFQ) for Ida Lead Assessment and Clearance

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus<sup>i</sup>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.

**Description of Prohibited Activity** (Attach Additional Sheets If Necessary.)

### Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)



- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (Attach Additional Sheets If Necessary.)

*Ellen McCabe*

Signature of Vendor's Authorized Representative

Ellen McCabe-Managing Member

Print Name and Title of Vendor's Authorized Representative

McCabe Environmental Services, L.L.C.

Vendor's Name

464 Valley Brook Avenue

Vendor's Address (Street Address)

Lyndhurst, New Jersey 07071

Vendor's Address (City/State/Zip Code)

6/12/2023

Date

22-3638400

Vendor's FEIN

201-438-4839

Vendor's Phone Number

201-438-1798

Vendor's Fax Number

emccabe@mccabeenv.com

Vendor's Email Address

### Definitions

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

<sup>ii</sup> Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2017** to **15-JAN-2024**

**MCCABE ENVIRONMENTAL SERVICES, LLC**  
**464 VALLEY BROOK AVENUE**  
**LYNDHURST NJ 07071**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer



## CONFIDENTIALITY AND COMMITMENT TO DEFEND

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 # & TITLE:** McCabe Environmental Services, L.L.C.

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:



The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR



The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

**McCabe Environmental Services, L.L.C.**

Company Name

Signature

**Ellen McCabe-Managing Member**

Print Name and Title

**06/12/2023**

Date







## 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: **Request for Quote (RFQ) for Ida Lead Assessment and Clearance**

VENDOR NAME: **McCabe Environmental Services, L.L.C.**

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: **EMSL Analytical, Inc.**

ADDRESS: **528 Mineola Avenue  
Carle Place, NY 11514**

PHONE NUMBER: **516-997-7251**

FEIN: **22-2357101**

EMAIL: **carleplacelab@emsl.com**

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: **Lead-Based Paint Analysis**

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: **EMSL Analytical, Inc.**

ADDRESS: **200 Route 130 North  
Cinnaminson, NJ 08077**

PHONE NUMBER: **800-220-3675**

FEIN: **22-2357101**

EMAIL: **c@emsl.com**

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: **Lead-Based Paint Analysis**

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: **IATL**

ADDRESS: **9000 Commerce Parkway, Suite B  
Mount Laurel, NJ 08054**

PHONE NUMBER: **856-231-9449**

FEIN: **22-2717609**

EMAIL: \_\_\_\_\_

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: **Lead-Based Paint Analysis**

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? **YES**

IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?





## OFFER AND ACCEPTANCE PAGE

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:** Request for Quote (RFQ) for Ida Lead Assessment and Clearance

**TO THE STATE OF NEW JERSEY:**

Name of Bidder/Contractor McCabe Environmental Services, L.L.C.

Address 464 Valley Brook Avenue

City, State, Zip Code Lyndhurst, New Jersey 07071

Phone Number 201-438-4839

Fax Number 201-438-1798

Email Address emccabe@mccabeenv.com

FEIN 22-3638400

Print Name & Title of Authorized Representative Ellen McCabe-Managing Member

Signature Authorized Representative

*Ellen McCabe*

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor/Bidder or any other party;
4. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
5. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
6. The Quote is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting Contractor may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available.

### ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number \_\_\_\_\_

Award Date \_\_\_\_\_

Effective Date \_\_\_\_\_

State of New Jersey Authorized Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## **SECTION 1 - MANAGEMENT OVERVIEW**

Based on previous experience with the NJ RREM Superstorm Sandy contract, McCabe Environmental Services, fully understands the nature of the work that this contract requires and how it should be managed and completed. As a note, McCabe Environmental provided similar lead testing and inspection services from 2013-2016 for homes located throughout New Jersey that were affected by Superstorm Sandy. Each project was uploaded to the Worltrac site created by the primary contractor, CBI/Shaw in this case. We received an average of 15-20 sites per week. Our role as environmental consultant was to provide a lead risk assessment for the possible presence of lead-based paint hazards and was conducted in accordance with the United States Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Chapter 5: Risk Assessment and Reevaluation, 2012 (HUD Guidelines). The risk assessment was limited to those areas affected by Superstorm Sandy and those areas that may have been disturbed under the RREM program. Additionally, any other area that contained chipping or flaking (not intact) paint was also tested. If paint was not affected by the storm, not anticipated to be disturbed during future work, and was considered in an intact condition, it was not assessed. All painted surface testing was performed utilizing x-ray fluorescence (XRF) technology. Lead testing was conducted with a Niton XLP 300A Lead-Based Paint Analyzer. A minimum of 8 lead dust wipe samples were also collected at the time of the investigation. Soil samples were also collected from the drip line of the house and at bare soil (if present). All projects were completed within the required time frame and in addition, McCabe Environmental received feedback from the client that our services were considered exceptional. (Please see Section 5 - Organizational Experience for Shaw/CBI reference contact information.)

In addition, the Vice-President of McCabe Environmental, John Chiaviello, has been involved in the lead testing and inspection industry since 1992, prior to any New Jersey licensing requirements, which makes our Company one of the most experienced firms capable of executing this Contract today. Both Mr. Chiaviello and Ms. McCabe, Managing Member and President, have managed many field teams over their 35-year tenure, some 20-25 field scientists at any one time, that provided daily testing services for a multi-task high volume project. One such project lasted for 12-years, located at Co-op City, in the Bronx New York, where we were informed that we were the best contractor they had ever utilized on their site. (Please see Section 5 – Organizational Experience for Riverbay Corporation reference contact information.)

Once awarded the contract, the DCA will be given a McCabe Admin contact to which all requests, questions, and notice to proceed (NTP) will be issued to. As each project is assigned, it will be entered given a McCabe Environmental job number and entered onto an Excel spreadsheet. The homeowner will be contacted immediately, or within 24 hours, to schedule the project as soon as possible, usually within 5-7 days. The date the homeowner is contacted and the date of the scheduled assessment will then be entered on the spreadsheet as well. Our goal is to have McCabe lead inspector(s) assigned to this contract specifically, if the workload allows, in order to expedite the scheduling, field work completion, and create a better overall flow of the contract.

Once the risk assessment, or final clearance inspection, is completed, the completion date will be entered on the spreadsheet, as well as the number and type of samples taken. The McCabe Admin contact will track all samples and results as they come in. Once the sample results are reported to McCabe, the lead inspector will be notified and the lead risk assessment report will be initiated. Each assigned project should be fully completed within 3 weeks of NTP.

## **SECTION 2 -CONTRACT MANAGEMENT**

The McCabe Environmental Services (McCabe) team will be led by the following key employees. The Principal In-Charge will be Mr. John Heyward Chiaviello, Vice President of McCabe Environmental. Mr. Chiaviello has over 35 years' experience in the environmental testing and consulting field, specifically in the asbestos, lead and mold inspection and testing market in New Jersey. His expertise in the lead testing and inspection industry goes back to 1992 with his previous company, SGS North America where he started the Lead Division. He will be in charge of managing the contract and bringing the contract to completion. He has managed similar size projects such as the Superstorm Sandy RREM project, as well as other major housing developments like NYCHA and Co-op City in the Bronx which McCabe held a 12-year contract providing environmental consulting including lead and asbestos. He also managed other large long-term projects for colleges and universities, chemical and pharmaceutical manufacturing facilities, hospital and sanitariums, and major transportation authorities throughout New Jersey and New York.

Mr. Chiaviello has selected and assigned Mr. Jarred Panecki, to act as Project Manager to assist him with this Contract. Mr. Panecki has strong experience performing environmental investigations for the last ten (10) years and will be in charge of communicating with the State Contract Manager and attending status meetings for this contract. Mr. Panecki shall also be responsible for selection, coordination, scheduling and management of the appropriated staff for the assigned task order. Mr. Panecki was also involved in the Superstorm Sandy RREM project. He conducted an estimated 1000 surveys for asbestos and lead alone in his tenure with McCabe and brings to the team a well-organized, focused, thorough and detailed approach to lead hazard inspections and risk assessments. In addition to his asbestos experience Mr. Panecki, brings to the team the knowledge of construction and demolition of buildings. Assisting Mr. Panecki is our Project Manager Gary Clare who will be the back-up to Mr. Panecki and will share the responsibility of field staff and equipment management required for the assigned task. In addition to Mr. Panecki and Mr. Clare, Denise Bibeau, Director of Administration, shall handle all project tracking. Her responsibility includes maintaining field expendable supplies, labor and analytical billing, maintenance of staff and corporate licensing, tracking of analytical laboratory data. All information is scanned, and saved on our internal computers and backed-up daily to the cloud for security.

The second Principal In-Charge shall be Ellen McCabe, MPH and President. Ms. McCabe, also has over 35 years' experience managing and executing large projects such as the one for this contract. She was hands-on and actively managed the Superstorm Sandy RREM project in in regards to overall project management such as preparation of status reports, execution, and invoicing. In addition, Ms. McCabe being a trained microscopist, and an ISO certified Quality Assurance/Quality Control (QA/QC) Officer brings to this contract the extensive knowledge of analytical services, and will ensure that the end product meets all of the quality standards as required under this scope of work.

Our approach to conducting environmental investigative services is designed to be both comprehensive and cost conservative. If available and provided to us, we will review and utilize any applicable historical records and/or documents from related work previously conducted at any of the properties. If available we will review these historical reports for accuracy and completeness to determine if the findings meet current standards and regulations. The appropriate data, if considered accurate, can then be utilized to eliminate repeat inspection, sample collection and analysis. This approach reduces the cost to the Client and, in most cases, expedites our work.

McCabe Environmental Services has been providing environmental testing and inspection services for almost 25 years, while both owners of the Company have been involved in the environmental testing industry since 1986. For more than 20 years we have been providing the same services to clients as is being requested in this RFP.

## SECTION 2 -CONTRACT MANAGEMENT

### TEAM APPROACH

The lead staff of McCabe Environmental has been performing *asbestos, lead-based paint, microbiological (mold), indoor air quality, PCB's, and industrial hygiene testing and inspection services* since 1986 gaining ourselves an outstanding reputation for providing top quality environmental testing and inspection services to a myriad of clients. Our comprehensive services include: *surveys and investigations; risk assessment; project design; planning and specification; contractor surveillance and evaluation; air monitoring; laboratory analysis; and personnel training.*

*For this contract our team is established as follows:*

Name of the Firm: McCabe Environmental Services, LLC  
Location: 464 Valley Brook Avenue  
Lyndhurst, NJ 07071  
Phone: (201) 438-4839; Fax: (201) 438-1798

Contact Info: Ellen McCabe, Managing Member/President  
Role: Principal in Charge of Contract  
Cell: (201) 417-8408  
[emccabe@mccabeenv.com](mailto:emccabe@mccabeenv.com)  
See attached resume

John H. Chiaviello, Vice-President  
Role: Principal in Charge of Operations  
Cell: (201) 665-7135  
[jchiaviello@mccabeenv.com](mailto:jchiaviello@mccabeenv.com)  
See attached resume

Jarred Panecki, Senior Project Manager  
Role: Project Manager  
Cell: (732) 552-9615  
[jpanecki@mccabeenv.com](mailto:jpanecki@mccabeenv.com)  
See attached resume

Denise Bibeau, Director of Administration  
Role: Point of Contact  
Cell: (201) 394-0762  
[dbibeau@mccabeenv.com](mailto:dbibeau@mccabeenv.com)

### **SECTION 3 - CONTRACT SCHEDULE**

From the experience McCabe Environmental gained utilizing the Worltrac system for the Superstorm Sandy RREM project, McCabe will design and execute a spreadsheet similar to Worltrac that will categorize the different phases of each NTP and will be updated daily. This type of methodology was extremely helpful during RREM and assisted our team well because it allowed for all information to be available at any one time.

Depending on the information supplied to us from you, the client, the spreadsheet will track each NTP with the following information:

- NTP/work order #
- Date NTP issued to McCabe
- Applicant information including name and address
- Scheduled field date
- Lab results due date
- Report date complete
- Invoice date

Please note, additional phases may be added to further customize the spreadsheet for you, the client. Each NTP will be completed, including report, within 20 business days of NTP, or sooner.

## **SECTION 4 – MOBILIZATION PLAN**

McCabe will strive to execute mobilization of staff and equipment within 10 business days from receipt of each NTP. Our extensive experience with the last NJ RREM Project has provided us the skill set to initiate, schedule, prepare staff and mobilize our trained personnel expeditiously and efficiently. We will have dedicated staff to administer and manage the following milestones required to execute and complete each work order.

### **Team:**

Our trained and experienced team of environmental scientists will be assigned and responsible to complete specific tasks.

**Management:** The Management team that will be involved with this project includes the following staff:

Ellen McCabe: Responsible for all contract obligations and invoicing.

John Chiaviello: Responsible for all Field Operations, data review for quality, technical reporting and ensuring timely execution of each assignment and meeting deliverable requirements and deadlines.

### **Project Task Order Scheduler:**

We anticipate having one staff member dedicated and responsible for receiving work order (NTP's) assignments, logging those individual properties onto the assignment tracking spreadsheet, creating McCabe job folders, contacting & scheduling the work with the resident, and assigning the NTP to the McCabe NJ Certified Lead Inspector/Risk Assessor.

### **NJ Certified Lead Inspector/Risk Assessor (LIRA):**

Currently McCabe has two NJ Certified Lead Inspector/Risk Assessors on staff and two additional employees trained and undergoing the certification process. We anticipate the two current staff members will be responsible for conducting the initial lead inspection/risk assessments issued to McCabe. Depending on the property size and location we may be able to complete two (2) properties per man day. We currently own two XRF instruments and would purchase additional instruments if required to meet the workload. Each LIRA will have adequate supplies at all times to execute each assignment. All samples will be sent via Federal Express-Overnight Delivery to the certified analytical laboratory. Sample turnaround times will be 72 Hours from receipt at the laboratory. All analytical data is forwarded to a general email that is assigned and forwarded to all technical staff and management. All photos and field documents for each assignment will be uploaded to our secure servers by the field staff at the end of each day.

### **Technical Writers:**

McCabe will have a staff of technical report writers that will be dedicated to gather field data, photographs, sketches and laboratory data and catalog into the appropriate job folder. This staff will then prepare the written report utilizing our IDA Project specific report format. The report, once completed and approved by management, shall be forward to all stakeholders required to receive the final report.



## **SECTION 4 – MOBILIZATION PLAN**

### **Timeline:**

Project Schedule Inspection from NTP: 1-3 Business Days (5 days if resident is not responsive)

Assignment of LIRA staff, preparation of field equipment, documents: 1 Business Day

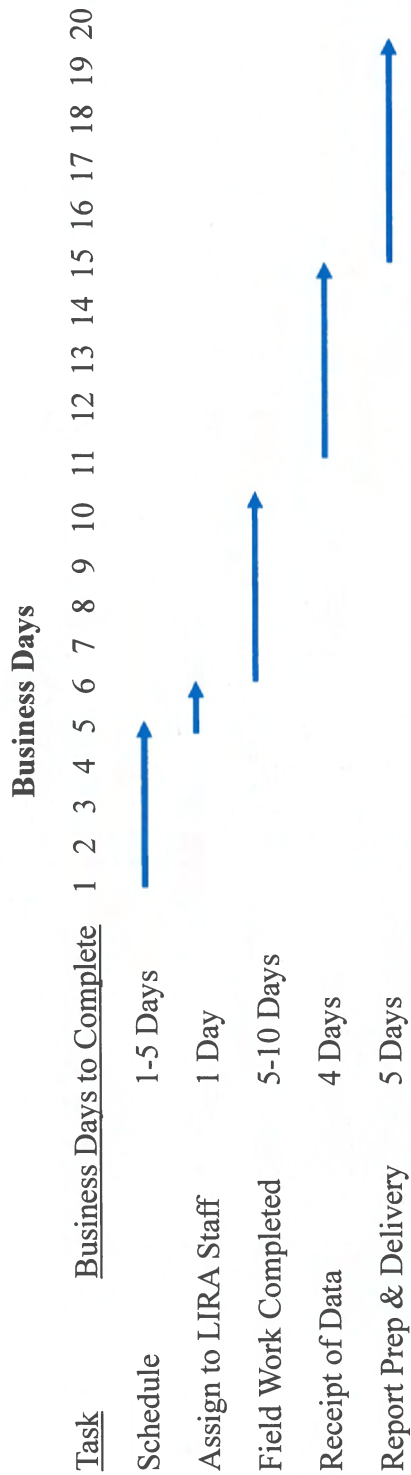
Mobilization of LIRA field staff to the site: 5-10 Business Days from NTP

Analytical data received from laboratory: 4 Business Day ( 1 Day for FedEx)

Report Preparation and Delivery: 5 Business Days from Receipt of Analytical Data

See timeline below:

**McCabe Environmental Services, L.L.C.**



## SECTION 5 – ORGANIZATIONAL EXPERIENCE

McCabe Environmental Services, L.L.C. is a certified Women, Small and Disadvantaged Business Enterprise (WBE/SBE/DBE) in both New York and New Jersey, providing a full range of environmental inspection, analytical and consulting services *since 1999*. The two principals of the firm have over 70 years combined environmental consulting experience working in the New York/New Jersey metropolitan area. The wide range and diverse experience of the two principals, and the additional Key Staff members, will provide you, the client, one of the most experienced and qualified environmental consulting firms available in the metropolitan area today.

McCabe Environmental Services is licensed to provide lead testing and inspection services throughout the State of New Jersey with licensed and experienced lead inspectors/risk assessors that also have experience working with the NJ RREM project for Superstorm Sandy. We own and operate two XRF (lead testing) direct reading instruments and are able to purchase additional units, if required. Our experience providing a full range of environmental testing and consulting services makes McCabe Environmental Services amply qualified, capable, and prepared to provide all of the requirements of this contract in a thorough and complete manner with the utmost quality and professionalism.

The principals of the firm, Ellen McCabe and John Chiaviello, have gained a vast amount of experience providing environmental consulting services that are identical to those required in this RFP. Mr. Chiaviello's experience in the lead industry goes back to 1992 before there was even licensing for lead in New Jersey. ***As previously stated, and well worth noting, McCabe Environmental completed a three (3) year multi-task order contract for CB&I/Shaw Environmental & Infrastructure for the New Jersey RREM Contract for the Reconstruction, Rehabilitation, Elevation and Mitigation Program for the homes devastated by Superstorm Sandy. The services we provided were highly praised by the client. We made ourselves available 7 days per week, performing all work within budget and on-time. CBI/Shaw was extremely satisfied with our delivery and our report formats; they even went so far as utilizing our report templates as examples for their other RREM environmental consultants to follow.***

In addition, during their tenure with SGS, Mr. Chiaviello and Ms. McCabe were responsible for obtaining, staffing and managing two lead-based paint risk assessment contracts with NYCHA. These contracts were for the inspection of over 1500 apartment units from 36 different housing developments with the collection and analysis of samples for lead in dust, paint, and soil. They, with their team members, executed the requirements of this contract in a 3-month period, collecting, analyzing and reporting the results of over 17,000 samples, and preparing and submitting 36 individual development risk assessment reports and an operation and maintenance plan. These contracts were fully completed and executed, and valued at approximately \$250,000.00. Based on performance, they were awarded a third contract valued at an additional \$450,000.00.

Over the past 35 years in the environmental business our list of clients has included state agencies and authorities such as New Jersey Transit and the New Jersey School Development Authority (SDA), as well as colleges and universities including New Jersey City University (NJCU), City University of New York (CUNY) and the Dormitory Authority of the State of New York (DASNY). In New York, some of our major projects include 12 years as environmental consultant for Co-op City located in the Bronx; the restoration of the Main Branch of the New York Public Library; the Parkchester Preservation Corporation which is considered the second largest housing complex in the Bronx, , the New York City School Construction Authority (SCA), the New York Department of Design and Construction; the New York City Housing Authority (NYCHA), and the New York City Agency for Children's Services.

## **SECTION 5 – ORGANIZATIONAL EXPERIENCE**

The staff (owners) of McCabe Environmental have been providing lead testing and inspection services for more than 30 years. Our expertise is demonstrated by the clients we have serviced in the last 25 years. Our staff has managed some of the largest, comprehensive, and aggressive contracts for various housing authorities, boards of education, railroads, construction authorities and management firms throughout the United States. As you will see evident within our proposal is our firm's diverse experience and knowledge of the requirements of this contract. Many of the projects we serviced were multi-task order contracts. As previously mentioned was the NJ RREM projects for Superstorm Sandy, which providing asbestos and lead inspections daily for 3 years. In addition, McCabe Environmental held a 12-year contract (four renewals of a 3-year contract) with Riverbay Corporation at Co-op City in the Bronx where we were on-site every day providing monitoring services in approximately 15 housing units per day. McCabe Environmental fully understands the scheduling and executing of such a contract that is required if awarded this contract.

McCabe Environmental has a staff of highly trained professionals that have gained their experience specifically in the environmental testing and analytical field. The two principals of the firm have over 70 years combined experience in the New York/New Jersey metropolitan area and have been performing these services since 1986 gaining ourselves an outstanding reputation for providing top quality environmental testing and inspection services to a myriad of clients. Our comprehensive services include: surveys and investigations; risk assessments; project design; planning and specification; contractor surveillance and evaluation; air monitoring; laboratory analysis; and personnel training.

In addition to having experience in the specific areas of testing, the principals of our firm Ellen McCabe, and John Chiaviello, have acquired a significant amount of experience working with extensive multi-task order field and laboratory requirement contracts, and have direct experience and a full understanding of the demands of such large contracts such as the logistics, coordination, organization and demands required in providing environmental consulting services in this Contract. We are very much aware of the delicate nature of our work with regards to the public safety and concern especially within facilities, that require occupation. We are aware of the requirements of being able to provide our services 24 hours a day 7 days a week with the stipulation that residents need to reoccupy spaces as soon as possible. We are also aware of the concern to limit or prevent essential services disruption to their facilities. We realize that the job of an environmental consultant is to perform our duties in the most expeditious manner to meet our client's goals and deadlines while controlling costs, yet protecting the interest of the public, residences, and employee population at the same time.

As standard practice, when conducting any environmental investigation for our projects, McCabe Environmental utilizes any historical records and data available to eliminate the need for additional or unnecessary costs to our clients. McCabe Environmental conducts all environmental services in accordance with established federal, state and city regulations for each of the specific tasks at hand. Our staff is thoroughly familiar and experienced in the requirements of the various environmental regulations for asbestos, lead-based paint and mold governing work performed within the State of New Jersey. We have extensive experience providing our services in accordance with the NJ DCA, NJ DOL, AHERA, AIHA, and HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, as well as site specific variances and additional state-of-the-art protocols.

## **SECTION 6 – LOCATION**

Name of the Firm: McCabe Environmental Services, LLC

Location for Contract Management:

464 Valley Brook Avenue  
Lyndhurst, NJ 07071  
Phone: (201) 438-4839; Fax: (201) 438-1798

Contact Info: Ellen McCabe, Managing Member/President  
Role: Principal in Charge of Contract  
Cell: (201) 417-8408  
[emccabe@mccabeenv.com](mailto:emccabe@mccabeenv.com)  
See attached resume

Other contact info: John H. Chiaviello, Vice-President  
Role: Principal in Charge of Field Operations  
Cell: (201) 665-7135  
[jchiaviello@mccabeenv.com](mailto:jchiaviello@mccabeenv.com)  
See attached resume

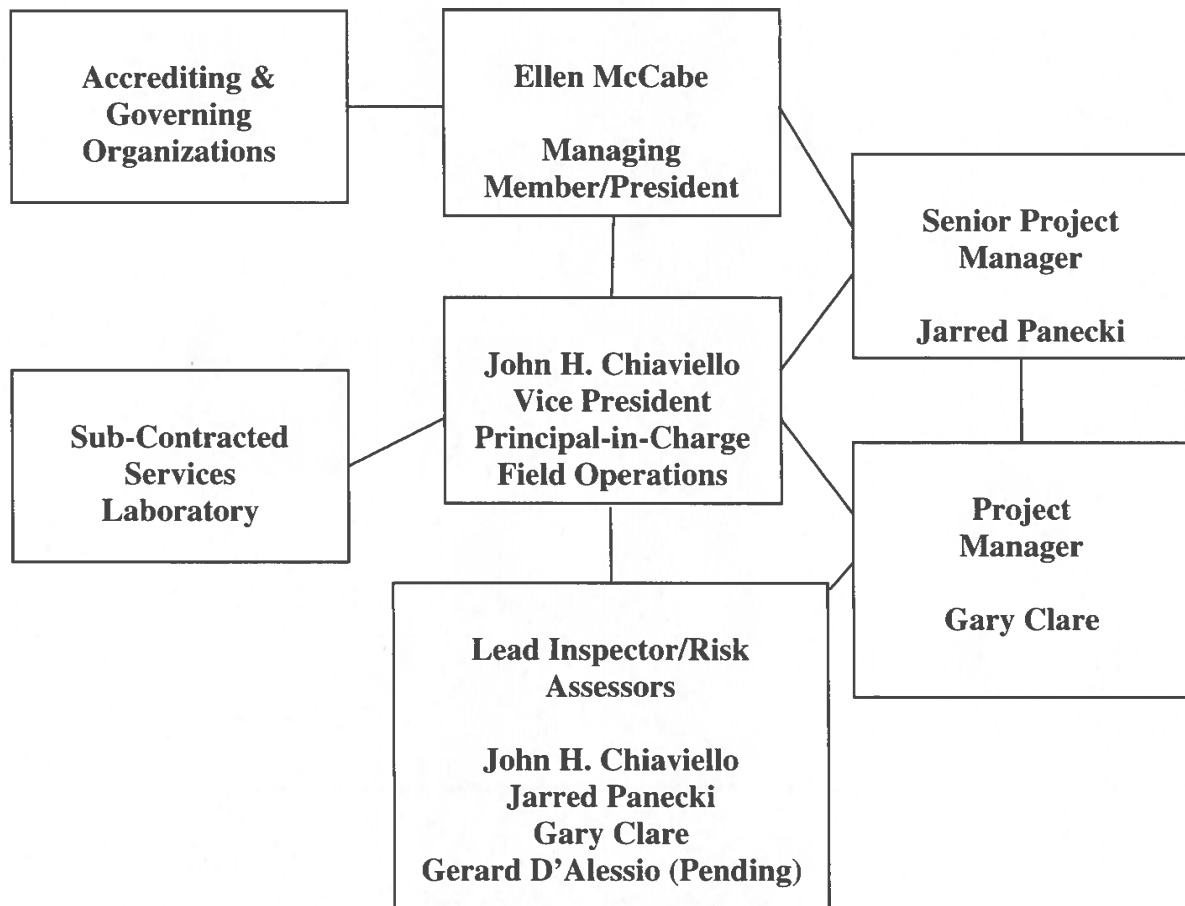
Jarred Panecki, Senior Project Manager  
Role: Senior Project Manager, Field Operations  
Cell: (732) 552-9615  
[jpanecki@mccabeenv.com](mailto:jpanecki@mccabeenv.com)  
See attached resume

Denise Bibeau, Director of Administration  
Role: Point of Contact  
Cell: (201) 394-0762  
[dbibeau@mccabeenv.com](mailto:dbibeau@mccabeenv.com)  
See attached resume

**SECTION 7**

**ORGANIZATION CHART**

**ORGANIZATIONAL CHART**





**SECTION 8**

**RESUMES & LICENSES OF KEY STAFF MEMBERS**

## John H. Chiaviello • McCabe Environmental Services, L.L.C.

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### PROFESSIONAL HISTORY

- 6/00-Present**                      **McCabe Environmental Services, L.L.C.**  
**Vice President/Member**  
Mr. Chiaviello is the Vice-President of McCabe Environmental Services and is responsible for all inspection and design services for field operations of the firm particularly in the areas of asbestos, lead-based paint, mold, indoor air quality and industrial hygiene services. He is also responsible for ensuring compliance with all applicable rules and regulations, including federal, state and local regulations governing asbestos and lead-based paint. Mr. Chiaviello is responsible for creating new business opportunities and services, managing field operations, and providing project-engineering services.
- 10/97-6/00**                        **Airtek Environmental Corp.**  
**Vice President of Operations**  
Mr. Chiaviello was responsible for all operations, and for the administration, coordination and management of field personnel and field projects; and new business development for the asbestos, lead-based paint, indoor air quality and industrial hygiene testing and inspection services.
- 10/86-10/97**                      **United States Testing Company Inc. (subsidiary of SGS North America)**  
**Division Manager-Environmental Sciences Division**  
Mr. Chiaviello was responsible for all administration, coordination and management of field, office and laboratory personnel, projects, and new business development for all work nationally from the Carlstadt, New Jersey Branch Office.

### PROJECT EXPERIENCE

Mr. Chiaviello has over 30 years' experience in the environmental, ecological and industrial hygiene consulting field. In addition, he has acquired an extensive amount of experience in the field of asbestos, lead-based paint, indoor air quality and industrial hygiene testing and inspection, utilizing real time instrumentation, and standard wet chemistry methods. His past project experience includes:

- Asbestos Inspections, Design, Monitoring and Supervision
- Lead-Based Paint Investigation/Risk Assessment, Design, Monitoring and Supervision
- Microbiological Investigations (Mold/Bacteria)
- Industrial Hygiene Surveys and Personnel Monitoring
- Ambient Air Monitoring
- Radon Sampling
- Groundwater Sampling Surveys and Stream Effluent Studies
- Wetland Delineation
- Wildlife Surveying and Productivity Monitoring
- Indoor Air Quality Surveys and Investigations.
- Potable Water Testing and Analyses
- Property Transfer Assessments

**PROJECT EXPERIENCE: (CONTD)**

**New York City School Construction Authority:** Mr. Chiaviello was directly responsible for the supervision and execution of three separate contracts, valued at \$2 Million each, for the Authority. Each contract entailed conducting investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint. Work was conducted within hundreds of schools throughout the five boroughs of New York.

**New York City Department of Design and Construction:** Mr. Chiaviello was directly responsible and supervised four contracts for the Authority. Each contract entailed conducting investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint in facilities throughout the five boroughs of New York.

**New Jersey Transit:** Mr. Chiaviello was directly responsible and supervised two contracts for New Jersey Transit for the asbestos and lead-based paint abatement conducted during the expansion of their operations in New York Pennsylvania Station. The team conducted investigations, surveys, project designs and abatement monitoring for both asbestos and lead-based paint at track level and within the concourse levels. Work was conducted over a two-year period. Due to the nature of the occupied railroad station, and the overhead AC Catenary, and DC 3<sup>rd</sup> rail electrical lines, in-depth coordination with NJ Transit, Amtrak, and Long Island Railroad was imperative, as was the requirement for safety, and proposing and being granted several project variances with the City of New York.

**New Jersey School Development Authority:** Mr. Chiaviello was directly responsible for the execution of approximately 50 separate projects within the State of New Jersey. The work included projects that encompassed feasibility studies through site preparation for new construction. The scope of work included asbestos, lead-based paint, mold, radon, radioactive materials, PCB's, mercury-containing materials, underground storage tanks inspection, abatement design and remediation monitoring.

**Northern Bay Management Group, LLC, Plainview, New York:** Mr. Chiaviello was directly responsible and supervised the asbestos and lead-based paint inspection and project design for the Nassau County Office Complex, located in Plainview, New York. The project involved the comprehensive inspection for both lead-based paint and asbestos of the 150 acre/30 building complex. Mr. Chiaviello is currently acting as the Asbestos Program Manager for the entire facility and is responsible for supervising all asbestos work at the facility.

**New York City Agency for Child Development:** Mr. Chiaviello performed asbestos, lead-based paint, and IAQ surveys in over 150 day care centers throughout the five boroughs of New York. Sample collection and analysis included asbestos and lead-based paint testing, water sampling for lead, and mold and bacteria investigations.

**New York City Housing Authority:** Mr. Chiaviello supervised lead-based paint inspection/risk assessment for 36 housing developments for the New York City Housing Authority located throughout the five boroughs of New York. The project involved the collection and analysis of 17,000 dust wipe, soil, and paint chip samples within 1500 apartment units in a 3-month period.

**Tenneco Oil Company, Fords New Jersey:** Mr. Chiaviello was directly responsible and supervised the asbestos inspection, project design, and abatement supervision for the HJlls America chemical manufacturing plant, located in Fords, New Jersey. The project involved the comprehensive inspection for asbestos of the 250 acre/30 building complex.

**United Nations Complex, New York, New York:** Mr. Chiaviello performed a full indoor air quality investigation of the Complex and off-site buildings, surveyed all floors annually, and conducted indoor air quality study twice annually for two years, including HVAC inspections, asbestos air sampling, airborne particulate and water sampling.

**Broadcreek Associates, New York, New York:** Mr. Chiaviello performed a full building indoor air quality study, for 38-story building, including HVAC inspections, water sampling, and Legionella bacteria testing.

**New Jersey Transit:** Mr. Chiaviello performed a full building indoor air quality of NJ Transit Headquarters, 16-story building including HVAC inspections plus analyses for pesticides.

**Bankers Trust of NY/NJ:** Mr. Chiaviello performed a full building indoor air quality study, for all of BTNY buildings in NY and NJ on a quarterly basis, including HVAC inspections, water sampling, and Legionella bacteria testing.

**Plymouth Management Corp., New York New York:** Mr. Chiaviello performed a mold and bacteria investigation, remediation design, contractor selection and abatement supervision for an 18-story apartment building.

**American Museum of Natural History, New York, New York:**

Mr. Chiaviello performed a full indoor air quality investigation of the Rotunda Level Sea Life Exhibit. He conducted a mortality investigation of the Butterfly Vivarium, and a contamination investigation of several diorama exhibits.

**EDUCATION**

Roanoke College Bachelor of Science, Biology 1984

Montclair State College Master of Science, Biology 2000

**CERTIFICATION**

New Jersey Asbestos Safety Technician

EPA/New Jersey Certified Lead Inspector/Risk Assessor

EPA/New York Certified Lead Risk Assessor

EPA/AHERA Accredited Asbestos Inspector/Management Planner

New York State Certified Asbestos Inspector/Management Planner

EPA/AHERA Accredited Asbestos Project Designer

New York State Certified Asbestos Project Designer

New York City Asbestos Investigator

NIOSH 582-Asbestos Analyst

Radiation Safety Certificate for Lead-Based Paint Detection Equipment (XRF)

Certified Microbial Consultant

Radon Measurement Specialist

## **Ellen McCabe • McCabe Environmental Services, L.L.C.**

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### **PROFESSIONAL HISTORY**

#### **2/99-Present-McCabe Environmental Services, L.L.C.**

##### **President/Managing Member**

As owner and Managing Member, Ms. McCabe is responsible for all corporate operations, including administration, business development, technical sales and marketing, and coordination and management of all laboratory related projects. Ms. McCabe has over 25 years experience as Laboratory Director as well as a phase contrast and polarized light microscopy asbestos analyst. Prior to starting McCabe Environmental Services, Ms. McCabe began her career in 1986 as Laboratory Director at United States Testing Company/SGS North America. She has been part of some of the largest environmental projects that have taken place in the New York/New Jersey metropolitan area.

#### **1/86-1/98**

##### **United States Testing Company/CT&E Environmental Services Inc., (SGS North America)**

- Manager of Business Development (East Coast) - Environmental Sciences Division
- Responsible for technical sales and business development for the East Coast operations
- Prepared cost proposals and prequalification applications for multi-million dollar accounts
- Assisted Branch Manager with the overall management of the East Coast Branch
- Responsible for obtaining some of the largest contracts ever awarded to the Environmental Sciences Division
- Involved heavily in client relations, contract negotiations, personnel supervision, project administration and technical review of all Branch documentation
- Quality Assurance/Quality Control Supervisor for Branch operations
- Acquired and maintained professional accreditations and certifications for both East and West Coast laboratory locations
- Performed asbestos analysis via Polarized Light and Phase Contrast Microscopy Analysis
- Performed various field related services which included lead-based paint inspections via XRF, OSHA air sampling, indoor air quality testing, on-site asbestos analysis (AAR)

### **PROFESSIONAL EXPERIENCE**

Ms. McCabe has been performing environmental consulting services since 1986. Ms. McCabe has a Masters Degree in Public Health and has over 22 years experience as Laboratory Director, supervising laboratory analysis for numerous analytes. During her tenure in the environmental consulting and testing field, she has established six (8) phase contrast laboratories, four (4) polarized light bulk sample laboratories and one (1) transmission electron microscopy laboratory nationwide for her previous employer, SGS North America. She is also a trained International Standards Organization (ISO) 9000 Certified Lead Inspector. Ms. McCabe has supervised a staff of over 30 laboratory technicians and is responsible for the firm's QA/QC procedures and standards. Ms. McCabe is also responsible for obtaining and maintaining the firm's laboratory accreditations with organizations such as the New York State Department of Health ELAP. She

has been responsible for the Chemical Hazard Programs and the Community Right-to-Know/Hazard Communication programs. Ms. McCabe has also personally supervised the collection, submittal, analysis, QA/QC data review, and reporting of over 17,000 lead dust wipes, paint chips, and soil samples collected and analyzed within a three month period for the New

York City Housing Authority. She also was the Laboratory Director and Analyst directly responsible for the asbestos PCM analysis of over 88,000 asbestos air samples collected in a 5 year period for the renovation project that took place at the Parkchester Preservation Complex in the Bronx, New York. Ms. McCabe has over 22 years experience as a certified Polarized Light Microscopy analyst for the analysis of asbestos fibers in bulk materials, and as a NIOSH 582 Certified Asbestos Analyst. She is also trained in the proper safety, operation, handling, and testing with a radioactive instrument. Ms. McCabe brings to this contract extensive experience in establishing on-site laboratories, asbestos analysis and supervising, coordinating and quality controlling the analysis of numerous samples at one time. Ms. McCabe's experience in managing contracts and large projects is evident from her attached resume; however, we have highlighted some of her more significant projects below.

**Riverbay Corporation/Coop City Bronx, New York:** McCabe Environmental Services was awarded, and renewed, a two year contract for providing daily asbestos air sampling and analysis in 15-30 apartments per day during the flooring replacement and restoration project. We also provided on-call environmental services for the 15,000 unit apartment complex located at Coop City.

**New York City School Construction Authority:** Responsible for meeting with and negotiating the contract once awarded. As Laboratory Director, she was also responsible for ensuring QA/QC procedures for all samples analyzed and reports issued. During this contract she was also responsible for all contract negotiations as well as Request for Payment activities.

**Parkchester Apartment Complex Bronx, New York:** Ms. McCabe was the sole individual responsible for the execution of this contract. She created, staffed, equipped and managed this project from the onset. She was responsible for setting up an onsite ELAP accredited laboratory in order to accept, and immediately analyze and report the results of approximately 150 samples in a 4 hour period each work day. This immediate turnaround allowed for the reoccupancy of each occupied apartment by the end of each day.

**EDUCATION**                      Cook College - Rutgers University Bachelor of Science, Biology 1984

University of Medicine & Dentistry of New Jersey - School of Public  
Health - Masters in Public Health (MPH) - May 2000

**SPECIALIZED  
TRAINING**                      Microscopical Identification of Asbestos, February, 1986  
McCrone Research, Institute, Chicago, IL  
NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust, March  
Advanced Asbestos Identification, February, 1989  
McCrone Research Institute, Chicago, IL  
Quality Control for Asbestos Analysis Laboratories, March, 1990  
Environmental Training Corporation, Raleigh, NC



**PROFESSIONAL  
AFFILIATIONS**

The National Registration Scheme for Assessors of Quality Systems (ISO)  
Scitec Operator Radiation Safety Training, 1992  
Fiber Identification, July 1993  
McCrone Research Institute, Chicago, IL  
American Industrial Hygiene Association - National Chapter  
American Industrial Hygiene Association - New Jersey Chapter  
American Public Health Association

Certified AIHA AAR Analyst

# Jarred F. Panecki • McCabe Environmental Services, L.L.C.

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## PROFESSIONAL HISTORY

### 9/2013-Present      McCabe Environmental Services, L.L.C. Project Manager

Mr. Panecki is responsible for managing environmental inspections related to asbestos, lead, mold, and indoor air quality. He is also responsible for the mold abatement and remediation activities of the firm that include but are not limited to estimating, demolition, testing, and clearance sampling. He is responsible for ensuring that all services provided are in compliance with all applicable, state and federal, rules and regulations.

## EXPERIENCE

Mr. Panecki has nearly 10 years of experience in the field of environmental consulting, testing and inspection, with prior experience in the building and construction industry. In addition, he has acquired an extensive amount of experience in the field of asbestos, lead, mold, and indoor air quality testing and inspection, utilizing real time instrumentation. His past project experience includes:

- Asbestos Inspections, Monitoring and Contractor Surveillance
- Lead-Based Paint Inspections and Assessments/Clearance Sampling
- Lead Air Monitoring/Sampling
- OSHA and Environmental Training
- Microbiological Investigations/Remediation (Mold/Bacteria)
- Indoor Air Quality Investigations
- Potable Water Testing

## PROFESSIONAL EXPERIENCE:

**Tectonic Engineering and Surveying Consultants P.C.:** Between 2016-2017 McCabe Environmental conducted lead inspections / risk assessments for homes located in the Jersey City area. Mr. Panecki was the McCabe employee who was responsible for the field work and report writing portions of this project. One responsibility of his was using state-of-the-art instrumentation, the Niton XRF in the field to collect sample data. He also conducted dust wipe and soil sampling at each one of the residences to prove or deny the presence of lead dust / soil hazards. Mr. Panecki would then create a field sketch that identifies dimensions, rooms, and sample locations. This creates an overall blueprint of the house and used to calculate the quantities of asbestos and lead-containing building materials. Once all laboratory results and XRF data was uploaded, Mr. Panecki would review the data and create a comprehensive report for each property address. He was responsible for ensuring compliance with all applicable rules and regulations, including federal, state and local regulations governing lead-based paint.

**1199 Housing Corporation/Lead Inspection/Risk Assessment:** McCabe provided an EPA Lead Inspector/Risk Assessor to conduct a lead paint inspection in accordance with the United States Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Edition July 2012 (HUD Guidelines). We conducted all field testing and procedures as outlined in Chapters 5 & 7 of the HUD Guidelines to complete the lead paint inspection of 58 apartment units and were inspected as per the *HUD Table 7.3: Number of Units to be Tested in Multifamily Developments*. An additional 27 common areas, and 16 exterior sites were also inspected. (Estimated 1,594 similar units, 200 common areas, 20 exterior sites)

### Scope of Work:

- Conducted initial lead-based paint (LBP) risk assessment and a surface by surface inspection utilizing an X-ray fluorescence (XRF) spectrum analyzer
- Evaluated the current condition of painted surfaces at the time of the inspection
- Collected dust surface samples to be analyzed for lead per unit and common area
- Collected and analyzed soil samples from the drip line, play areas and from bare soil of each exterior site, if present, to be analyzed for lead
- Interviewed owner/occupant and complete the HUD Forms 5.0, 5.1 & 5.2
- Provided a field sketch of the residence floor plan and surrounding property line
- Provided a comprehensive report including all documentation as described above, along with recommended paint stabilization and hazard mitigation as required, provided any photographs, laboratory reports & chains of custody, licenses & certifications
- If requested, provided homeowner notification of testing conducted via certified mail, return receipt requested.

**Shaw E&I:** Between 2013-2016 McCabe Environmental conducted asbestos and lead inspections state-wide for hundreds of homes affected by Super Storm Sandy. Mr. Panecki is one of the McCabe employees responsible for the asbestos inspection portion of this project. One of his responsibilities is to create a field sketch that identifies dimensions, rooms, and sample locations. This creates an overall blueprint of the house and is used to calculate the quantities of asbestos-containing building materials. Identifying, presuming, and sampling of suspect asbestos-containing materials are other responsibilities Mr. Panecki has had being an asbestos inspector for this project. He was responsible for ensuring compliance with all applicable rules and regulations, including federal, state and local regulations governing asbestos and lead.

**Celgene Corporation:** McCabe Environmental conducted lead-based paint inspections of various buildings associated with the Celgene Corporation Complex located in Summit, New Jersey. The inspection took place prior to large scale building renovations. Mr. Panecki acted as the lead-based paint inspector and performed a room by room inspection testing different building components. Mr. Panecki's responsibilities were to identify building components with lead-based paint, quantify each component present, and indicate where the components were located on a CAD drawing.

### EDUCATION

**Stockton University** - Bachelor of Arts, Business Studies 2011

### CERTIFICATIONS

New York State Certified Asbestos Inspector  
New York State Certified Asbestos Project Monitor  
New York State Certified Asbestos Air Technician  
\*New York State Certified Mold Assessor / Remediation Contractor  
EPA/AHERA Accredited Asbestos Inspector  
\*EPA Accredited Lead-based Paint Risk Assessor  
\*New Jersey Department of Health Certified Lead-based Paint Inspector / Risk Assessor  
\*Radiation Safety Certificate for Lead-Based Paint Detection Equipment (XRF)  
New Jersey Asbestos Safety Technician  
NIOSH 582-Asbestos Analyst  
Certified Microbial Consultant

## PROFESSIONAL HISTORY

**1/2017-Present**      **McCabe Environmental Services, L.L.C.**  
**Project Manager-Environmental Scientist**

Mr. Clare is responsible for conducting environmental inspections related to asbestos, lead, mold, water, and indoor air quality. He is also responsible for conducting mold abatement and remediation activities that include but are not limited to estimating, demolition, testing, and clearance sampling.

**EXPERIENCE**      Mr. Clare has nearly 6 years of experience in the field of environmental consulting, testing and inspection. His past project experience includes:

- Lead Inspections/Risk Assessments/Water Sampling
- Asbestos Inspections, Monitoring and Contractor Surveillance
- OSHA and Environmental Training
- Microbiological Investigations/Remediation (Mold/Bacteria)
- Indoor Air Quality Investigations
- Potable Water Testing

## PROFESSIONAL EXPERIENCE:

**City of Bayonne - CDBG/BEOF - Lead-Based Paint Inspector/Risk Assessor**  
**Project Role: Environmental Consultant – Lead Inspection/Risk Assessment**

McCabe Environmental Services has been awarded this same contract for the past four years providing lead inspection/risk assessment services to The City of Bayonne/CDBG Program. Mr. Clare has been our inspector in-charge of this project. His responsibility is to provide **lead-based paint inspections and risk assessments** in order to determine the presence of lead-based paint on building materials to be impacted by planned renovations taking place at various residences or facilities, as part of the Community Development Block Grant Home Rehab Program. The inspection follows a scope-of-work provided to us by the Client via email and is scheduled within 3-5 days of notice to proceed. All procedures are conducted in accordance with the United States Department of Housing and Urban Development (HUD Guidelines).

**Bergen County Department of Health Services - Lead-Based Paint Inspector/Risk Assessor**  
**Project Role: Environmental Consultant – Lead Inspection/Risk Assessment**

McCabe Environmental Services, L.L.C. (McCabe) was retained by Bergen County Department of Health Services to conduct a **lead-based paint inspection/risk assessment** to determine the presence of lead-based paint hazards in a child-occupied residence. The building was made up of several different apartments. This lead-based paint risk assessment was conducted to determine the presence of lead-based paint hazards that may be impacted during the reconstruction, rehabilitation, elevation and/or mitigation of the residential property. He has also performed these same services for the City of Trenton and the City of Bayonne.

**New Jersey Transit – Lead-Based Paint Inspector/Risk Assessor**  
**Project Role: Environmental Consultant – Lead Inspection/Risk Assessment**

Gary Clare, of McCabe Environmental, conducted a **lead-based paint inspection** of building materials to determine the presence of lead-based paint at two Main Bergen Line Bridges. New Jersey Transit is planning to renovate the Main Bergen Line bridges which will involve repair and repainting of the bridge structures. All procedures are conducted in accordance with the United States Department of Housing and Urban Development (HUD Guidelines).

**New Jersey Transit - Westfield Train Station - Lead-Based Paint Inspector/Risk Assessor**

**Project Role: Environmental Consultant – Lead Inspection/Risk Assessment**

Mr. Clare conducted a lead-based paint stabilization clearance inspection at the Westfield Train Station in order to determine if the lead-based paint stabilization work had been satisfactorily conducted and if the work areas passed clearance criteria. The final inspection included a visual inspection to verify that all surfaces within the scope of work have been stabilized. The clearance testing was conducted via dust wipe sample collection and analysis for lead. All procedures were conducted in accordance with the United States Department of Housing and Urban Development *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, Second Edition, June 2012* (HUD Guidelines) and New Jersey's *Lead Hazard Evaluation and Abatement Code* (N.J.A.C. 5:17).

**Apex Companies, LLC – PSE&G - Lead-Based Paint Inspector/Risk Assessor**

**Project Role: Environmental Consultant – Lead Inspection/Risk Assessment**

Mr. Clare conducted a lead-based paint inspection to determine the presence of lead-based paint at Public Service Electric and Gas (PSE&G) Camden Metering & Regulating in order to determine if painted building components contain lead-based paint. The lead-based paint inspection was conducted by collecting paint chip samples from building components expected to be disturbed during the anticipated renovations.

**Parrette Somjen Architects/Millburn Middle School:** Mr. Gary Clare of McCabe Environmental Services, conducted a limited environmental inspection in order to determine the presence of asbestos-containing materials (ACM), lead-based paint (LBP), and universal waste in preparation for the renovations of Millburn Middle School.

**Maplewood Residence:** McCabe Environmental conducted lead inspection / risk assessment for a home located in Maplewood, New Jersey. Mr. Clare was the McCabe employee who was responsible for the field work and report writing portions of this project. One responsibility of his was using state-of-the-art instrumentation, the Niton XRF in the field to collect sample data. He also conducted dust wipe and soil sampling at each one of the residences to prove or deny the presence of lead dust / soil hazards. Once all laboratory results and XRF data was uploaded, Mr. Clare would review the data and create a comprehensive report for each property address. He was responsible for ensuring compliance with all applicable rules and regulations, including federal, state and local regulations governing lead-based paint.

**EDUCATION**                      **Drew University** - Bachelor of Arts, Environmental Studies and Sustainability

**CERTIFICATIONS**      New Jersey Department of Health Certified Lead-Based Paint Inspector / Risk Assessor  
New York State Certified Asbestos Inspector  
EPA/AHERA Accredited Asbestos Inspector  
New Jersey Asbestos Safety Technician  
NIOSH 582-Asbestos Analyst  
OSHA 10 Hour Construction  
EPA Accredited Lead-Based Paint Risk Assessor  
Radiation Safety Certificate for Lead-Based Paint Detection Equipment (XRF)

# Denise Bibeau • McCabe Environmental Services, L.L.C.

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## PROFESSIONAL HISTORY

### **4/2004-Present   McCabe Environmental Services, L.L.C.** **Laboratory Lead Technical Director/Contract Coordinator**

Ms. Bibeau is responsible for acting as the Lead Technical Director for all laboratory operations including implementation and compliance with all requirements associated with the New York State DOH ELAP certification, audit and audit responses. She manages the day-to-day laboratory activities which include sample receipt from each of the air sampling technicians/project monitors, sample preparation, analysis, quality control and final reporting. Ms. Bibeau also assists in preparing and managing invoices and purchase orders in order to submit all billing to the client in a timely manner.

She is also responsible for:

- Prepare and analyze samples for clients and proficiency testing rounds via NIOSH 7400 Method
- Performs QA/QC analysis, maintains laboratory records and quality control documents
- Assists in managing proficiency and accreditation programs (AIHA PAT, AIHA AAR, ELAP)
- Responsible for ensuring that all analytical services provided are in compliance with all applicable, state and federal, rules and regulations
- Preparation of various state and federal licenses

## PROFESSIONAL EXPERIENCE

Ms. Bibeau has over 20 years of experience in the management of environmental consulting, testing and laboratory services. In addition, she has acquired an extensive amount of experience in the coordination and management of field and laboratory staff for asbestos, lead, mold, and indoor air quality services.

**Shaw E & I:** Between 2013-2016 Ms. Bibeau maintained all paperwork including reports and invoicing for the asbestos and lead statewide inspections for homes affected by Super Storm Sandy. Ms. Bibeau also acted as liaison with the Accounting Department for contract questions and invoice submittals.

**New Jersey Transit-Train Crash, Hoboken New Jersey:** McCabe Environmental was retained by New Jersey Transit to provide emergency response environmental services for the train crash at the Hoboken Train Station. McCabe provided emergency sample collection and conducted around the clock (24 hour) air monitoring and asbestos analysis during the abatement of asbestos and LBP. Ms. Bibeau was part of the McCabe team and was responsible for mobilizing and establishing the on-site analytical laboratory in order to provide immediate analytical results throughout the stabilization of the collapsed structure, and the extraction of the rail car from the platform crash location.

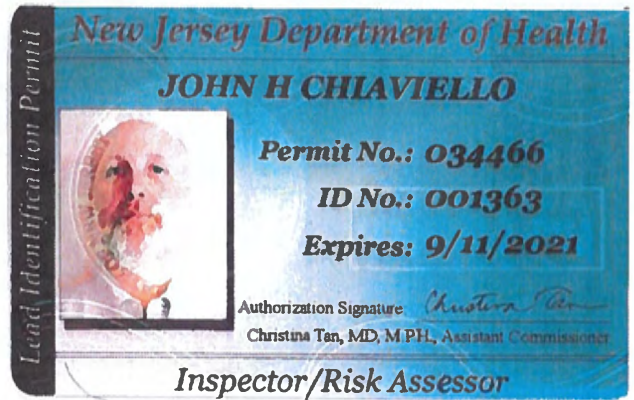
## EDUCATION

Suffolk Community College 1979-1981 Associates Degree in Arts

## CERTIFICATIONS

NIOSH 582-Asbestos Analyst  
Certified AIHA Asbestos Analysts Registry (AAR)  
Thermo-NITON XRF Radiation Safe Operation and Maintenance Training





This PERMIT has been issued in accordance with N.J.A.C. 8:62. You MUST have this PERMIT with you any time you are performing work for which it is required. Failure to carry this PERMIT or altering or falsifying this PERMIT may result in a civil administrative PENALTY of up to \$1,000 per day for the first offense and up to \$5,000/day for each subsequent offense. Each day shall constitute an additional and separate offense.

To report a lost or stolen PERMIT, defects to a PERMIT, or to find out how to renew a PERMIT, contact the NJ DOH (see below).

E-mail: [lep.program@doh.nj.gov](mailto:lep.program@doh.nj.gov) Telephone: 609-826-4950

Web: [www.state.nj.us/health/ehap](http://www.state.nj.us/health/ehap) Fax: 609-826-4975

Address: NJ DOH, CEOHS, EOHAP  
 PO Box 372, Trenton, NJ 08625-0372

If this PERMIT is found abandoned, please send to the above address.

<u>Issued By</u>	<u>Card Number</u>	<u>Issue Date</u>
JH	034466-1	9/10/2019

**New Jersey Department of Health**

**JARRED F PANECKI**

**Permit No.: 038603**

**ID No.: 031132**

**Expires: 6/21/2024**

Authorization Signature:   
Christina Tan, MD, MPH, Assistant Commissioner

**Inspector/Risk Assessor**

Lead Identification Permit

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E-mail: [iep.program@doh.nj.gov](mailto:iep.program@doh.nj.gov) Telephone: 609-826-4950  
Web: [www.state.nj.us/health/ehap](http://www.state.nj.us/health/ehap) Fax: 609-826-4975  
Address: NJ DOH, CEOHS, EOHAP  
PO Box 372, Trenton, NJ 08625-0372

If this PERMIT is found abandoned, please send to the above address.

<u>Issued By</u>	<u>Card Number</u>	<u>Issue Date</u>
JF	038603-1	6/15/2022

Lead Identification Permit

New Jersey Department of Health

GARY N CLARE



Permit No.: 039641

ID No.: 034671

Expires: 5/22/2025

Authorization Signature:



Christina Tan, MD, M.P.H., Assistant Commissioner

Inspector/Risk Assessor

64129

**NAETI**

**CERTIFICATE OF COMPLETION**

*This is to certify that*

***Gerard D'Alessio***

*Successfully completed the course entitled*

**5-Day New Jersey Lead Inspector/Risk Assessor Program on  
April 10<sup>th</sup> – 14<sup>th</sup>, 2023**

*Examination Passed on April 14<sup>th</sup>, 2023*

*Expiration Date on April 14<sup>th</sup>, 2025*



Steve Leon

*Training Director, NAETI*

Language: English  
3321 Doris Avenue, Building B, Ocean, NJ 07712

ABIH 5 CM POINTS  
Fax (732) 531-5956  
www.naeti.com

Phone (732) 531-5571

**SECTION 9**  
**EXPERIENCE WITH CONTRACTS**  
**OF SIMILAR SIZE AND SCOPE**

## **SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

McCabe Environmental Services values each and every client. When we have the opportunity to obtain a new client, we expect to maintain that relationship which we believe can only be accomplished by providing a quality service that meets and satisfies our clients' needs at a fair and competitive price. This is McCabe Environmental Services' corporate policy and the premise on which we were established and what we will deliver to you, the client, if awarded this contract.

Both subcontractors, EMSL Analytical and IATL, will be used for laboratory analysis and have supported McCabe Environmental in all projects listed below where analysis was required. Since 1981, EMSL has provided analytical services for projects of similar to size and scope. Since 1986, iATL has offered a full range of asbestos and lead testing services for the environmental industry. Together both laboratories have several local locations that can be utilized for all of our analytical needs for this contract.

Some of the relevant experience we have acquired providing lead testing and inspection services is listed below. These projects exemplify our experience working with multi-task order projects of similar size and scope, and can proudly state that none of the projects resulted in any negative actions taken against McCabe Environmental at any time. In addition, there are no details to report here in regards to negative audits, reports, or findings by any governmental agency.

Pease see Contract Experience detailed below:



## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client/Prime:** CBI/Shaw Environnemental & Infrastructure

**Project Role:** Environmental Consultant Various locations throughout the Jersey Shore

**Dates:** 7/2013-8/2016

**Managed by the New Jersey Department of Community Affairs; funded by United States Department of Housing and Urban Development (HUD)**

**Project:** New Jersey Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Project

**Contact:** Mr. Adam Bevan @ 610- 573-4408/[adamibevan@gmail.com](mailto:adamibevan@gmail.com)

**Contact:** Mr. Mike Vollo @ 609-588-6430 /[mike.vollo@aptim.com](mailto:mike.vollo@aptim.com)

McCabe Environmental Services, L.L.C. provided environmental investigations, between July 2013 through April 2016, for both asbestos & lead-based paint for the Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program that was developed to assist homeowners as a result of the devastating damage caused by Superstorm Sandy. During our tenure working on this project McCabe conducted over 1600 asbestos and lead-based paint investigations. The project was conducted under the direct supervision of the New Jersey Department of Community Affairs (DCA). All sampling was conducted in accordance with United States Department of Housing & Urban Development under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Approximately 20,000 asbestos samples and more than 5,000 dust and soil samples for lead were collected during this work. The services provided included:

- Asbestos Investigations, sample collection and analysis
- Lead-Based Paint Risk Assessments with X-Ray Fluorescence (XRF) testing, and dust and soil sample collection and analysis



## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** Horizon Houses/FS Residential, Fort Lee NJ

**Project Role:** Environmental Consultant-Asbestos, Lead and Mold

**Dates:** 7/2022-Present

**Contact:** Mr. Michael Denker @ 201-224-6300/[michael.denker@FSResidential.com](mailto:michael.denker@FSResidential.com)

**Contact:** Mr. John Gugliotta @ [201-224-6300/john.gugliotta@FSresidential.com](mailto:201-224-6300/john.gugliotta@FSresidential.com)

Horizon Houses is a 6-building apartment complex, located in Fort Lee New Jersey. McCabe Environmental Services has been engaged by FS Residential, and is working with their staff, and the Riser Project design and construction team, in providing asbestos material sample collection and analysis, and asbestos abatement scope of work development. McCabe has been delivering these services on a daily basis and in a multi-task order fashion, similar to the requirements of this contract. Our staff is currently conducting extensive asbestos bulk material sampling of plaster walls, plaster and popcorn ceilings, and wood and tiled floors, in order to develop the appropriate abatement design plans and specifications for the removal and replacement of the fan coil unit riser piping throughout each of four buildings.

McCabe has also been providing asbestos abatement monitoring, and air sample collection with immediate laboratory turn-around time on all air sample analysis. We have been providing this immediate turn-around time for the air samples collected within each apartment in order to provide the abatement contractor with immediate air clearance results allowing them to breakdown the containment and leave the apartment the same day. This immediate turn-around time has proven to be critical reducing the impact of the asbestos-abatement work to the apartment owner occupants.

McCabe has also been providing additional services for the complex, including mold investigations with surface mold testing, and air and swab clearance sample collection and analysis.





## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client/Prime:** The City of Bayonne CDBG/BEOF Lead-Based Paint Inspector/Risk Assessor

**Project Role:** Environmental Consultant – Lead Inspection/Risk Assessment

**Dates of Service:** 7/2020 – Present

**Contact:** Ms. Ashley Lambert-Chavers @ (201) 688-7271; [CDBG@baynj.org](mailto:CDBG@baynj.org)

**Contact:** Mr. Joseph Benkert @ 201-858-6703 / [jbenkert@baynj.org](mailto:jbenkert@baynj.org)

McCabe Environmental Services has been awarded this same contract for the past four years providing lead inspection/risk assessment services to The City of Bayonne/CDBG Program. As requested in this RFQ, McCabe provides lead-based paint inspections and risk assessments in order to determine the presence of lead-based paint on building materials to be impacted by planned renovations taking place at the various residences or facilities, as part of the Community Development Block Grant Home Rehab Program. The inspection follows a scope-of-work provided to us by the Client via email and is scheduled within 2-5 days of notice to proceed. All procedures are conducted in accordance with the United States Department of Housing and Urban Development *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, Second Edition, June 2012* (HUD Guidelines).



## **SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

### **FIRM'S RELEVANT EXPERIENCE:**

**Client:** Riverbay Corporation, Coop City-Bronx, New York

**Project:** Term Contract: Environmental Consultant

**Dates:** 10/2006-5/2019

**Contact:** Mr. Victor Dickson @ [718-320-3300/vdickson@riverbaycorp.com](mailto:718-320-3300/vdickson@riverbaycorp.com)

**Contact:** Mr. Edgar Perez @ [718-320-3300/eperez@riverbaycorp.com](mailto:718-320-3300/eperez@riverbaycorp.com)

McCabe Environmental Services, L.L.C. is currently holding the current Contract for providing Riverbay Corporation the same services that are being requested in this RFP. Within 30 days of being awarded this current Contract back in 2006, as promised and guaranteed, McCabe Environmental established an on-site New York State Department of Health ELAP approved laboratory, which is still approved by the New York State Department of Health for the 11<sup>th</sup> consecutive year and is currently still in operation at Co-op City. Our New York State certified Air Sampling Technicians and Asbestos Project Monitors, who have been providing the air sampling services, are familiar with the layout of the vast apartment complex and have built a rapport with the Riverbay staff and have become familiar to the tenants of each building over the years. McCabe Environmental has also responded to additional Riverbay requests which required various types of environmental testing services, such as indoor air quality testing, lead-based paint testing, mold testing, PCB testing, and asbestos bulk sampling and analysis. Our response time was usually within 24 or 48 hours, or within the time frame specified by Mr. Kevin Keenan of Riverbay whom we answered to directly. Our past experience on this project clearly reflects our ability, understanding and commitment to completely satisfy the requirements of this RFP, and to satisfy the needs of Riverbay Corporation as well as the Co-op City and the cooperative's tenants.





## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** 1199 Housing Corporation

**Service Provided:** Lead Inspection/Risk Assessment

**Dates:** 2018

**Contact:** Mr. Vernon Cooper @ 718-822-7377 / [vcooper@prestigemgt.com](mailto:vcooper@prestigemgt.com)

**Contact:** Ms. Debbie Foster @ 212-534-8503 x 308

McCabe provided an EPA Lead Inspector/Risk Assessor to conduct a lead paint inspection in accordance with the United States Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Edition July 2012 (HUD Guidelines). We conducted all field testing and procedures as outlined in Chapters 5 & 7 of the HUD Guidelines to complete the lead paint inspection of 58 apartment units and were inspected as per the *HUD Table 7.3: Number of Units to be Tested in Multifamily Developments*. An additional 27 common areas, and 16 exterior sites were also inspected. (Estimated 1,594 similar units, 200 common areas, 20 exterior sites)

- Conducted initial lead-based paint (LBP) risk assessment and a surface-by-surface inspection utilizing an X-ray fluorescence (XRF) spectrum analyzer
- Evaluated the current condition of painted surfaces at the time of the inspection
- Collected dust surface samples to be analyzed for lead per unit and common area
- Collected and analyzed soil samples from the drip line, play areas and from bare soil of each exterior site, if present, to be analyzed for lead
- Interviewed owner/occupant and complete the HUD Forms 5.0, 5.1 & 5.2
- Provided a field sketch of the residence floor plan and surrounding property line
- Provided a comprehensive report including all documentation as described above, along with recommended paint stabilization and hazard mitigation as required, provided any photographs, laboratory reports & chains of custody, licenses & certifications.



## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** New York City Animal Medical Center

**Project Role:** Environmental Consultant

**Dates:** 3/2021-Present

**Contact:** Ms. Joanna Pestka @ 917-803-0004 /[joannampestka@gmail.com](mailto:joannampestka@gmail.com)

**Contact:** Mr. Christopher Rehm @ 212-329-8768 /[christopher.rehm@amcnyc.org](mailto:christopher.rehm@amcnyc.org)

McCabe Environmental Services is currently acting as the sole environmental consultant and monitoring firm for the major renovation and expansion project of one of the most prestigious and top-rated animal hospitals in the world. Our responsibility has included a comprehensive asbestos investigation of the existing 10 story building, as well as developed a scope of work and design drawings for the asbestos abatement to be conducted through 2024. In addition we are also providing abatement monitoring services for the exterior façade restoration in accordance with Local Law 11 requirements.

The 110-year-old nonprofit animal hospital, located on the East Side of Manhattan, will be getting new emergency and intensive care units, more space for research, and a new grassy balcony dog run. In addition to the renovations, the hospital will be adding approximately 11,000 square feet, which will include additional operating rooms and conference space for postgraduate veterinary training.





## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** Celgene Corporation

**Project:** Environmental Consultant Campus Wide – Summit NJ

**Dates:** 12/2014-Present

**Contact:** Mr. Raymond Santillan @ 908-673-9472 / [Raymond.santillan@bms.com](mailto:Raymond.santillan@bms.com)

**Contact:** Ms. Jennifer DeMilio @ 908-673-2085 / [jennifer.demilio@bms.com](mailto:jennifer.demilio@bms.com)

The services we provided included environmental testing and consulting for the entire Headquarters Facility. We conducted a site-wide asbestos investigation for the fifteen (15) different buildings on the Summit Campus. The project team conducted detailed investigations, with bulk sample collection and analysis. The comprehensive report and management plan listed all materials within each and every room and laboratory, identified all presumed asbestos-containing materials (ACMs) tested, and identified all confirmed ACM's in a color coded drawing for each room. The management plan is utilized whenever repairs or renovations are required to develop an abatement scope of work. McCabe also act as the asbestos project monitor for all abatement activities providing contractor oversight, air sample collection and analysis.



## **SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

### **FIRM'S RELEVANT EXPERIENCE:**

**Client:** New Jersey Institute of Technology, Newark NJ

**Project Role:** Environmental Consultant: Asbestos, Lead, Mold, PCB's

**Dates:** 1/2020-Present

**Contact:** Mr. Todd Miller @ 973-596-5509 /[todd.k.miller@njit.edu](mailto:todd.k.miller@njit.edu)

**Contact:** Ms Denise Davis @ 973-642-4090 /[denise.a.davis@njit.edu](mailto:denise.a.davis@njit.edu)

McCabe Environmental Services was retained by the New Jersey Institute of Technology (NJIT) to conduct an environmental inspection in order to determine the presence of asbestos-containing materials (ACM), lead-based paint (LBP), mold, polychlorinated biphenyls (PCB's) and universal wastes, in order to prepare for the renovation of Lecture Hall 103 of Cullimore Hall located at 323 Dr. Martin Luther King Boulevard, Newark, New Jersey.

In addition, McCabe Environmental conducted a limited asbestos inspection in order to determine the presence of asbestos-containing materials (ACM) in preparation for the demolition of the former Mueller Brothers Florist Supplies building located at 156 Central Avenue, Newark, New Jersey. Several materials that will be impacted during the demolition were identified as asbestos-containing and will require proper asbestos abatement procedures to be implemented prior to the commencement of such work.





## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** New York Public Library/URS Consultants 5<sup>th</sup> Avenue & 42<sup>nd</sup> Street

**Project:** New York Public Library – Main Branch/Stephen A. Schwarzman Building  
**Exterior Restoration Project**

**Dates:** 1/2009-5/2018

**Contact:** Ms. Joanna Pestka @ 917-803-0004 [joannampestka@gmail.com](mailto:joannampestka@gmail.com)

**Contact:** Mr. Steven Torrenti @ (212) 930-0918

McCabe Environmental recently completed the air monitoring services as environmental consultant for the historic \$55 million-dollar **Exterior Restoration Project** that was completed for the 100-year anniversary in 2011. Our role was to provide continuous on-site project air monitoring and analysis for the asbestos abatement being conducted on the exterior windows from all facades and roofing from various roof levels. We also provided air sample collection and analysis for asbestos, lead, silica, and other contaminants as well as bulk sample collection for asbestos and lead. We worked continuously and cohesively with URS Consultants, the Construction Management Firm, and the NYPL Management throughout the project. As a result of construction activities, unanticipated additional services above and beyond our scope of work were requested by the NYPL. McCabe, as a full-service environmental consulting firm, had the ability to quickly respond and assist the NYPL Management to address and arrest concerns of the Library employees and patronage. McCabe Environmental Staff worked with URS Consultants and the NYPL Management to successfully complete this project in an expeditious manner.



## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client/Prime: Greater Bergen Community Action**

**Project Role: Environmental Consultant- Lead Inspection/Risk Assessor, Asbestos**

**Dates: 2015-Present**

**Contact: Mr. Ravon Anderson @ 201-851-8256 / [ravon.anderson@greaterbergen.org](mailto:ravon.anderson@greaterbergen.org)**

**Contact: Mr. Raul Torres @ 201-884-1050 x7719 / [raul.torres@greaterbergen.org](mailto:raul.torres@greaterbergen.org)**

McCabe Environmental has been conducting 3-year lead-based paint/risk assessment inspections at various locations for Greater Bergen Community Action Head Start Child Care Centers since 2015. Visual assessments were conducted to determine if any of the paint is in a deteriorated condition and assessed according to HUD Guidelines. Lead dust wipe samples are also collected in accordance with the United States Department of Housing and Urban Development *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, Second Edition, June 2012* (HUD Guidelines) and New Jersey's *Lead Hazard Evaluation and Abatement Code* (N.J.A.C. 5:17). Samples were then submitted to the NLLAP certified laboratory for analysis.





## **SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

### **FIRM'S RELEVANT EXPERIENCE:**

**Client:** Tectonic Engineering and Surveying Consultants P.C

**Role:** Lead Assessment Consultant

**Dates of Service:** 11/2016-5/2019

**Contact:** Ms. Alaira Walag @ 845-534-5959 / [AWalag@tectonicengineering.com](mailto:AWalag@tectonicengineering.com)

**Contact:** Mr. Peter Sutherland @ 845-534-5959 / [PTSutherland@tectonicengineering.com](mailto:PTSutherland@tectonicengineering.com)

Between 2016-2018 McCabe Environmental conducted lead inspections / risk assessments for homes located in the Jersey City area. McCabe Environmental provided lead testing and risk assessment services using state-of-the-art instrumentation, the Niton XRF, as well as data review and report preparation. We also conducted dust wipe and soil sampling at each of the residences to prove or deny the presence of lead dust / soil hazards. McCabe then created a field sketch that identifies dimensions, rooms, and sample locations. This created an overall blueprint of the house and was used to calculate the quantities of lead-containing building materials. Once all laboratory results and XRF data was uploaded, the data was reviewed and then put into a comprehensive report for each property address. All work was performed in compliance with all applicable rules and regulations, including federal, state and local regulations governing lead-based paint.



## SECTION 9 – EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

### FIRM'S RELEVANT EXPERIENCE:

**Client:** New Jersey Transit-Train Crash, Hoboken New Jersey

**Service Provided:** 24 hour Monitoring-Lead and Asbestos

**Contact:** Mr. John Geitner @ 973-491-7017 [jgeitner@njtransit.com](mailto:jgeitner@njtransit.com)

**Contact:** Mr. H. Mike Matri @ 862-338-5096 [hmatri@njtransit.com](mailto:hmatri@njtransit.com)

McCabe Environmental was retained by New Jersey Transit to provide 24-hour emergency response environmental services for the train crash at the Hoboken Train Station. McCabe remained on-site for nine days providing emergency asbestos and lead sample collection, and conducted around the clock air monitoring and asbestos analysis, with a laboratory on-site, during the abatement of **asbestos and lead-based paint**. McCabe Environmental worked closely with New Jersey Transit Environmental and Safety Departments while the station continued in operation. All services were completed on schedule and within budget.



**SECTION 10**  
**FINANCIAL CAPABILITY**  
**GAAP REPORT**



McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
CONSOLIDATED FINANCIAL STATEMENTS WITH SUPPLEMENTARY INFORMATION  
AND  
INDEPENDENT ACCOUNTANTS' REVIEW REPORT  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

**M**ORRIS **M**ERKER & **C**O., L.L.C.

Certified Public Accountants

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**MORRIS MERKER & Co., L.L.C.**  
*Certified Public Accountants*

999 RIVERVIEW DRIVE  
SUITE 304  
TOTOWA, NEW JERSEY 07512  
TELEPHONE: (862) 757-4300  
FAX: (862) 757-4310

ALAN S. MERKER, C.P.A. (NJ & NY)  
JOHN E. PETRELLA, C.P.A. (NJ & NY)  
MORRIS MERKER, C.P.A. (DEC'D)

RICHARD J. DE LUCA, C.P.A.  
NELA SURIC, C.P.A.

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management  
McCabe Environmental Services, L.L.C.  
Lyndhurst, New Jersey

We have reviewed the accompanying consolidated financial statements of McCabe Environmental Services, L.L.C. (a partnership) and Subsidiary (an LLC), which comprise the balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of partnership management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement whether due to fraud or error.

**Accountants' Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountants' Conclusion**

Based on our review, we are not aware of material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

### Supplementary Information

The supplementary information included in the accompanying schedules is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*Morris Merker & Co., L.L.C.*

December 6, 2022

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
CONSOLIDATED BALANCE SHEETS  
DECEMBER 31,

	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>		
<u>CURRENT ASSETS:</u>		
Cash	\$ 67,420	\$ 71,506
Accounts Receivable	284,127	176,120
Prepaid Expenses	9,998	9,555
TOTAL CURRENT ASSETS	<u>361,545</u>	<u>257,181</u>
<u>PROPERTY AND EQUIPMENT - Net</u>	<u>199,248</u>	<u>209,748</u>
<u>OTHER ASSETS:</u>		
Security Deposits	950	950
Capitalized Auto Lease Costs - Net	2,645	
TOTAL OTHER ASSETS	<u>3,595</u>	<u>950</u>
 TOTAL ASSETS	 <u>\$ 564,388</u>	 <u>\$ 467,879</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>		
<u>CURRENT LIABILITIES:</u>		
Short-Term Borrowings	\$ 88,469	\$ 83,698
Current Portion of Long-Term Debt	2,909	19,542
Accounts Payable and Accrued Expenses	185,935	138,373
Loan Payable - SBA		112,175
TOTAL CURRENT LIABILITIES	<u>277,313</u>	<u>353,788</u>
<u>NON-CURRENT LIABILITIES:</u>		
Long-Term Debt - Net of Current Portion		<u>88,102</u>
TOTAL LIABILITIES	<u>277,313</u>	<u>441,890</u>
<u>MEMBERS' EQUITY:</u>		
Members' Equity (Deficit)	65,039	( 74,489)
Non-Controlling Interest in Variable Interest Entity	222,036	100,478
TOTAL MEMBERS' EQUITY	<u>287,075</u>	<u>25,989</u>
 TOTAL LIABILITIES AND MEMBERS' EQUITY	 <u>\$ 564,388</u>	 <u>\$ 467,879</u>

The following table includes assets to be used to settle liabilities of the consolidated variable interest entity. These assets are included in the consolidated balance sheets above.

<u>Assets</u>		
Cash	\$ 1,007	\$ 1,912
Property and Equipment - Net	174,490	178,144
<u>Liabilities</u>		
Current Portion of Long-Term Debt	\$	13,921
Long-Term Debt - Net of Current Portion		85,193

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT AND NOTES

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY  
FOR THE YEARS ENDED DECEMBER 31,

	<u>2021</u>	<u>2020</u>
<u>REVENUES</u>	\$1,484,190	\$ 911,585
<u>OPERATING EXPENSES</u>	<u>1,257,091</u>	<u>989,366</u>
<u>NET OPERATING INCOME (LOSS)</u>	227,099	( 77,781)
<u>OTHER INCOME</u>	<u>112,175</u>	<u>          </u>
<u>NET INCOME (LOSS)</u>	339,274	( 77,781)
<u>LESS: NET INCOME FROM NON-CONTROLLING INTEREST IN</u> <u>VARIABLE INTEREST ENTITY</u>	<u>( 19,538)</u>	<u>( 20,979)</u>
<u>NET INCOME (LOSS) ATTRIBUTABLE TO McCABE ENVIRONMENTAL</u> <u>SERVICES, L.L.C.</u>	319,736	( 98,760)
<u>BEGINNING MEMBERS' EQUITY (DEFICIT)</u>	( 74,489)	2,647
<u>MEMBERS' CONTRIBUTIONS</u>	10,000	100,000
<u>MEMBERS' DISTRIBUTIONS</u>	<u>( 190,208)</u>	<u>( 78,376)</u>
<u>ENDING MEMBERS' EQUITY (DEFICIT)</u>	<u>\$ 65,039</u>	<u>\$ ( 74,489)</u>

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT AND NOTES

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31,

	<u>2021</u>	<u>2020</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>		
Net Income (Loss) attributable to McCabe Environmental Services, L.L.C.	\$ 319,736	\$ ( 98,760)
Adjustments to Reconcile Net Income attributable to McCabe Environmental Services, L.L.C. to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	12,678	14,918
Income from Non-Controlling Interest in Variable Interest Entity	19,538	20,979
Other Income - Forgiveness of PPP Loan	( 112,175)	
Changes in Assets and Liabilities:		
Accounts Receivable	( 108,007)	102,699
Prepaid Expenses	( 443)	( 2,587)
Accounts Payable and Accrued Expenses	<u>47,562</u>	<u>( 18,622)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>178,889</u>	<u>18,627</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES:</u>		
Additions to Property and Equipment	( 2,813)	
Security Deposits Paid		( 950)
Capitalized Auto Lease Costs Paid	<u>( 3,663)</u>	
NET CASH USED BY INVESTING ACTIVITIES	<u>( 6,476)</u>	<u>( 950)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES:</u>		
Distributions to Members	( 185,650)	( 60,294)
Net Advances (Repayments) on Short-Term Borrowings	4,771	( 90,000)
Net (Repayments) on Long-Term Debt	( 104,735)	( 43,505)
Contributions from Members	109,115	100,000
Loan Advance - SBA - PPP Loan		<u>112,175</u>
NET CASH (USED) PROVIDED BY FINANCING ACTIVITIES	<u>( 176,499)</u>	<u>18,376</u>
<u>NET (DECREASE) INCREASE IN CASH</u>	<u>( 4,086)</u>	<u>36,053</u>
<u>CASH - BEGINNING OF YEAR</u>	<u>71,506</u>	<u>35,453</u>
<u>CASH - END OF YEAR</u>	<u>\$ 67,420</u>	<u>\$ 71,506</u>
<u>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</u>		
Interest Paid	\$ 7,747	\$ 10,958

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT AND NOTES



McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of McCabe Environmental Services, L.L.C. and its related entity (the Company) is presented to assist in understanding the consolidated financial statements. The consolidated financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the presentation of the financial statements.

Principles of Consolidation

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that a company that holds variable interests in an entity consolidate the entity if the company's interest in that variable interest entity (VIE) is such that the company will absorb a majority of the VIE's expected losses and/or receive a majority of the VIE's expected residual returns, if they occur. In such cases, the company is the primary beneficiary of the VIE. Generally accepted accounting principles also require additional disclosures by primary beneficiaries and other significant variable interest holders.

McCabe Environmental Services, L.L.C. and its related entity have been consolidated for financial statement purposes. All significant intercompany transactions and balances have been eliminated. McCabe Environmental Services, L.L.C. is the primary beneficiary of the company; therefore, the results have been consolidated for the twelve month periods ended December 31, 2021 and 2020.

The following entity has been included in the consolidated financial statements:

- 464 Valley Brook Avenue, L.L.C. is an LLC with common ownership who leases building to McCabe Environmental Services, L.L.C.

Nature of Operations

The Company, established in 1999, is a certified Small Business Enterprise (SBE), Woman Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) providing a full range of environmental inspection, analytical, and consulting services. Our areas of expertise include asbestos, lead-based paint, mold, radon, indoor air quality and industrial hygiene, including asbestos and mold abatement/remediation services. Our experience has been serving educational institutions, real estate development, pharmaceutical and manufacturing companies, architectural design and construction management firms, engineering firms, mass transportation authorities, as well, as other environmental consulting firms.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting. Revenue is recognized when earned rather than when the payment is received, and expenses and purchases of assets are recognized when the obligation is incurred rather than when the cash is disbursed.

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Actual results could differ from those estimates.

Cash

Cash consists of monies held in checking and savings accounts.

Accounts Receivable

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in income as received.

Property and Equipment

Property and Equipment are carried at cost. Depreciation of property and equipment is provided principally on the straight-line and accelerated methods under the accelerated and modified accelerated cost recovery system for financial purposes at rates based on the following estimated useful lives:

	<u>Years</u>
Buildings and Improvements	10 - 39
Lab and Field Equipment	5 - 7
Computer Equipment	5
Vehicles	5
Furniture and Fixtures	7

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Advertising Costs

Advertising costs are expensed in the year incurred. Advertising expenses were \$3,122 and \$5,706, respectively, for the years ended December 31, 2021 and 2020.

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes. Consequently, federal and state income taxes are not payable by, or provided for, the Company. Members are taxed individually on their shares of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the members' agreement of the Company.

The Company's federal and state income tax returns are subject to possible examination by the taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the federal and state income tax returns have a three-year statute of limitations.

Guaranteed Payments to Partners

Guaranteed payments to partners that are designed to represent reasonable compensation for services rendered are accounted for as partnership expenses rather than as an allocation of partnership net income.

NOTE B - VARIABLE INTEREST ENTITY

A variable interest entity (VIE) is an entity that either has insufficient equity to permit the entity to finance its activities without additional subordinated financial support or has equity investors who lack the characteristics of a controlling financial interest. A VIE is consolidated by its primary beneficiary. The primary beneficiary has both the power to direct the activities that most significantly impact the entity's performance and the obligation to absorb losses or the right to receive benefits from the entity that could potentially be significant to the VIE.

Management analyzes the Company's variable interests including loans, guarantees, and equity investments, to determine if the Company has any variable interests in VIE's. This analysis includes both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability, and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows. Generally accepted accounting principles require a reporting entity to consolidate a VIE when the reporting entity has a variable interest that provides it with a controlling financial interest in the VIE. The entity that consolidates a VIE is referred to as the primary beneficiary of that VIE. The Company uses qualitative and quantitative analyses to determine if it is the primary beneficiary of VIE's.

Assets recognized as a result of consolidating a VIE do not represent additional assets that could be used to satisfy claims against the Company's general assets. Conversely, liabilities recognized as a result of consolidating a VIE do not represent additional claims on the Company's general assets; rather, they represent claims against the specific assets of the consolidated VIE.

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE B - VARIABLE INTEREST ENTITY - CONTINUED

The Company is the primary beneficiary of 464 Valley Brook Avenue, LLC (Valley), which qualifies as a VIE. The Company determined that it is the primary beneficiary of Valley because its members have made significant loans to Valley, the Company's management team are members of Valley and Valley exclusively leases its office condominium unit to the Company. Valley was formed in 2007 for the purpose of purchasing an office condominium and the Company's members loaned \$279,697 to Valley in 2007 to purchase the condominium. That loan was paid in full in 2021. In January 2014, Valley purchased the adjacent condominium for additional office space and a training facility for the Company. This condominium unit was sold in April 2018, and the mortgage balance on this unit was paid off in December 2020. Valley receives a substantial amount of its financial support from the Company in the form of rent for the office space and training facility the Company occupies. Accordingly, the assets, liabilities, revenues, and expenses of 464 Valley Brook Avenue, LLC have been included in the accompanying consolidated financial statements.

The financial performance of Valley reflected on the Company's statements of income for the years ended December 31, 2021 and 2020 includes consolidated income of \$48,000 and \$48,000, respectively, and consolidated operating expenses of \$28,462 and \$27,021, respectively.

Net property and equipment of Valley included in the Company's consolidated balance sheet consist of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 61,070	\$ 61,070
Building	142,497	142,497
Total	<u>203,567</u>	<u>203,567</u>
Less: Accumulated Depreciation	( 29,077)	( 25,423)
Property and Equipment - Net	<u>\$ 174,490</u>	<u>\$ 178,144</u>

NOTE C - PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 61,070	\$ 61,070
Building	142,497	142,497
Computer Equipment	63,749	60,936
Lab and Field Equipment	113,936	113,936
Furniture and Fixtures	50,257	50,257
Vehicles	58,588	76,893
Leasehold Improvements	12,634	12,634
Total	<u>502,731</u>	<u>518,223</u>
Less: Accumulated Depreciation	( 303,483)	( 308,475)
Property and Equipment - Net	<u>\$ 199,248</u>	<u>\$ 209,748</u>

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE D - SHORT-TERM BORROWINGS

The Company maintains an annual, renewable, credit line with a bank. The Company has an available line of credit of \$150,000. Interest rate is 4.25% at December 31, 2021. The credit line is secured by a general business security agreement and personal guarantees of the members. Amounts outstanding at December 31, 2021 and 2020 were \$88,469 and \$83,698, respectively. Interest paid on the line of credit was \$4,100 and \$5,281, for the years ended December 31, 2021 and 2020.

NOTE E - LEASING ARRANGEMENTS

The Company leases office space under an operating lease expiring in December 2022. Total rent expense for the years ended December 31, 2021 and 2020 for the above lease is \$48,000 and \$48,000, respectively.

The Company leases additional office space under an operating lease expiring in November 2022. Total rent expense for the years ended December 31, 2021 and 2020 for the above lease is \$11,450 and \$ 1,900, respectively.

Future minimum lease payments required under these leases are as follows:

Year Ending December 31:

2022	\$ 57,750
Total	<u>\$ 57,750</u>

NOTE F - LONG-TERM DEBT

Long-Term Debt consists of a mortgage payable, members' note payable, and an automobile note payable.

The purchase mortgage payable was paid in full in 2020. Interest paid on this mortgage is \$-0- and \$676 for the years ended December 31, 2021 and 2020.

The members' note payable was paid in full in 2021. Interest paid on this note is \$-0- and \$3,508 for the years ended December 31, 2021 and 2020.

The automobile note payable commenced in April 2017 at a rate of 4.80% and is due in monthly installments of \$492 through June 2022.

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE F - LONG-TERM DEBT - CONTINUED

	<u>2021</u>	<u>2020</u>
Note and Mortgage Payable	\$ 2,909	\$ 107,644
Less: Current Maturities	<u>( 2,909)</u>	<u>( 19,542)</u>
	<u>\$ -0-</u>	<u>\$ 88,102</u>

Maturities of Long-Term Debt are as follows:

<u>For the Year Ending December 31,</u>	<u>Amount</u>
2022	<u>\$ 2,909</u>
	<u>\$ 2,909</u>

NOTE G - CONCENTRATIONS OF CREDIT RISK

For the year ended December 31, 2021, three of the Company's customers accounted for approximately 34% of its revenues and owed approximately 0% of the accounts receivable as of December 31, 2021. For the year ended December 31, 2020, four of the Company's customers accounted for approximately 45% of its revenues and approximately 57% of the accounts receivable as of December 31, 2020.

The Company maintains its cash in bank deposits at two banks, which at times may exceed federally insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on cash.

The credit risk for trade receivables is concentrated because most of the accounts receivable are from the same geographic region representing New York City, its' boroughs and New Jersey.

NOTE H - RETIREMENT PLAN

The Company sponsors a 401k plan covering substantially all of its employees. Contributions are made through voluntary employee salary reductions. The Company matches employee contributions on a discretionary basis.

The Company's retirement plan expense for the years ended December 31, 2021 and 2020 were \$95,543 and \$50,000 respectively.

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE I - COMMITMENTS AND CONTINGENCIES

The Company may be subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the ultimate outcome of the claims and litigation, if any, will not have a material adverse effect on the Company's financial position.

NOTE J - OTHER INCOME

In response to the coronavirus (COVID-19) outbreak in 2020, the U.S. Federal Government enacted the Coronavirus Aid Relief, and Economic Security Act that, among other economic stimulus measures, established the Paycheck Protection Program (PPP) to provide small business loans. On April 16, 2020, the Company obtained a PPP loan for \$112,175, which is included in the Company's loan payable balance at December 31, 2020. The Company used all of the proceeds from the note for qualifying expenses and thus received approval of its application for the loan to be forgiven on June 9, 2021. The Company recognized a gain on forgiveness of the loan of \$112,175 (included in the caption "Other Income") for the year ended December 31, 2021.



SUPPLEMENTARY

INFORMATION

McCABE ENVIRONMENTAL SERVICES, L.L.C. AND SUBSIDIARY  
CONSOLIDATED SCHEDULES OF OPERATING EXPENSES  
FOR THE YEARS ENDED DECEMBER 31,

	<u>2021</u>	<u>2020</u>
<u>OPERATING EXPENSES:</u>		
Wages	\$ 328,548	\$ 260,686
Outside Services	250,227	145,124
Members' Guaranteed Payment	209,500	231,165
Supplies	16,076	8,024
Insurance	31,748	36,692
Rent	59,450	49,900
Licenses and Permits	30,073	16,373
Health Insurance	26,957	26,448
Pension Plan Expense	95,543	50,000
Payroll Taxes	29,090	23,299
Office Expense	22,281	21,475
Telephone	5,150	7,581
Interest	7,747	10,958
Auto Expense	24,011	17,005
Depreciation Expense	11,660	14,918
Entertainment	8,968	2,806
Repairs and Maintenance	3,019	2,244
Postage and Delivery	1,469	2,620
Utilities	4,226	4,671
Internet Services	16,479	8,840
Continuing Education	3,008	1,195
Miscellaneous Fees	881	323
Payroll Service	2,421	2,084
Professional Fees	25,858	22,828
Bank Charges	2,141	60
Dues and Subscriptions	1,595	1,561
New Jersey Annual Report	154	231
Advertising	3,122	5,706
Client Promotions	1,328	358
Condo Fees	8,749	6,274
Real Estate Taxes	11,946	11,599
NYC UBT Overpayment		( 4,700)
Employee Benefits	525	1,018
Computer Expense	3,991	
Amortization Expense	1,018	
Equipment Rental	1,938	
Auto Lease Expense	6,194	
	<hr/>	<hr/>
TOTAL OPERATING EXPENSES	<u>\$1,257,091</u>	<u>\$ 989,366</u>

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

**SECTION 11**

**COMPANY LICENSES AND CERTIFICATIONS**

**SUBCONTRACTOR LICENSES**



PHILIP D. MURPHY

Governor

LOCATION

101 S BROAD ST  
TRENTON NJ 08608

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF CODES AND STANDARDS  
LEAD HAZARD UNIT

LT. GOVERNOR SHEILA Y. OLIVER

Commissioner

MAILING ADDRESS

101 S BROAD ST  
TRENTON NJ 08618

Certificate - Lead Evaluation Contractor

**RECERTIFIED**

This is to certify that the Department of Community Affairs has certified

MCCABE ENVIRONMENTAL SERVICES  
464 VALLEY BROOK AVENUE  
LYNDHURST NJ 07071

To act as a Lead Evaluation Contractor on the following Projects

Residential  
Public Buildings  
Comm/Steel Structure

Cert #: 00338-E  
Effective Date: 9/1/2021  
Expiration Date: 8/31/2023  
Certificate Type: 2 YEAR



KLACERT (Rev 04/30/2019)

*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

MCCABE ENVIRONMENTAL SERVICES, L.L.C.

ADDRESS:

464 VALLEY BROOK AVE  
LYNDHURST NJ 07071

EFFECTIVE DATE:

08/27/99

TRADE NAME:

SEQUENCE NUMBER:

0087463

ISSUANCE DATE:

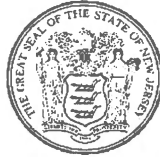
05/10/07

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**SHEILA OLIVER**  
*Lt. Governor*

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### **APPROVED** *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges MCCABE ENVIRONMENTAL SERVICES, L.L.C. is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply.

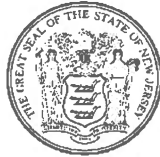


Peter Lowicki  
Deputy Director

**Issued:** 12/18/2021  
**Certification Number:** A0194-84

**Expiration:** 12/18/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

**SHEILA OLIVER**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### APPROVED

*under the*  
Small Business Set-Aside Act

This certificate acknowledges MCCABE ENVIRONMENTAL SERVICES, L.L.C. as a Category 2 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



Peter Lowicki  
Deputy Director

**Issued:** 8/25/2022

**Certification Number:** A0272-34

**Expiration:** 8/25/2025

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.



July 20, 2022

Ellen McCabe  
President  
**McCabe Environmental Services, LLC**  
464 Valley Brook Avenue  
Lyndhurst, NJ 07071

**RE: ANNUAL AFFIDAVIT – CONTINUED DBE ELIGIBILITY**

Dear Ellen McCabe:

We are pleased to inform you that **McCabe Environmental Services, LLC** continues to meet the eligibility criteria for Disadvantaged Business Enterprise (DBE) certification pursuant to U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26.

Annually, you must submit a signed and notarized Annual “No Change” Affidavit with supporting documentation. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

If you have any questions regarding this letter, please contact me at (201) 395-3952 or via email at [enjoku@panynj.gov](mailto:enjoku@panynj.gov).

Sincerely,

*Ed Njoku*

Edward Njoku  
Certification Analyst  
Office of Diversity, Equity and Inclusion



*Please be sure to add [panynj@diversitysoftware.com](mailto:panynj@diversitysoftware.com)- our official system email address- to your safe sender list so you don't miss any messages from us*

Certificate Number  
686200

Registration Date: 07/01/2021  
Expiration Date: 06/30/2023



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

McCabe Environmental Services, L.L.C.

Responsible Representative(s):  
John H. Chiaviello, Vice-President

Responsible Representative(s):  
Ellen McCabe, Principal

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024  
Issued April 01, 2022  
Revised March 30, 2023

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MR. OWEN MCKENNA  
EMSL ANALYTICAL INC  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077

NY Lab Id No: 10872

*is hereby APPROVED as an Environmental Laboratory for the category  
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS  
All approved subcategories and/or analytes are listed below:*

**Chlorinated Hydrocarbon Pesticides**

Chlordane Total NIOSH 5510

**Metals I**

Lead, Total NIOSH 7082  
40 CFR PART 50 2013 APP G

**Metals II**

Mercury, Total NIOSH 6009

**Miscellaneous**

Asbestos 40 CFR 763 APX A No. III  
YAMATE, AGARWAL GIBB  
NIOSH 7402  
Fibers NIOSH 7400 A RULES  
Particulate Matter 40 CFR PART 50 APP B  
40 CFR PART 50 APP J (PM10)

**Polychlorinated Biphenyls**

PCBs and Aroclors NIOSH 5503

**Sample Preparation Methods**

40 CFR PART 50 APP G

Serial No.: 66225

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (516) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).



**AIHA Laboratory Accreditation Programs, LLC**

*acknowledges that*

**EMSL Analytical, Inc.**

**200 Route 130 North Cinnaminson, NJ 08077**

**Laboratory ID: LAP-100194**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	<b>INDUSTRIAL HYGIENE</b>	Accreditation Expires: January 01, 2025
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL LEAD</b>	Accreditation Expires: January 01, 2025
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL MICROBIOLOGY</b>	Accreditation Expires: January 01, 2025
<input type="checkbox"/>	<b>FOOD</b>	Accreditation Expires:
<input type="checkbox"/>	<b>UNIQUE SCOPES</b>	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Cheryl O. Morton*

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision20: 06/07/2022

Date Issued: 01/01/2023



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

#### EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Laboratory ID: LAP-100194

Issue Date: 01/01/2023

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

#### Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 01/18/1995

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Composited Wipes	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>



**AIHA Laboratory Accreditation Programs, LLC**

*acknowledges that*

**EMSL Analytical, Inc.**

**200 Route 130 North Cinnaminson, NJ 08077**

**Laboratory ID: LAP-100194**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	<b>INDUSTRIAL HYGIENE</b>	Accreditation Expires: January 01, 2025
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL LEAD</b>	Accreditation Expires: January 01, 2025
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL MICROBIOLOGY</b>	Accreditation Expires: January 01, 2025
<input type="checkbox"/>	<b>FOOD</b>	Accreditation Expires:
<input type="checkbox"/>	<b>UNIQUE SCOPES</b>	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC





## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

**EMSL Analytical, Inc.**

200 Route 130 North Cinnaminson, NJ 08077

**Laboratory ID: LAP-100194**

**Issue Date: 01/01/2023**

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

### Industrial Hygiene Laboratory Accreditation Program (IHLAP)

**Initial Accreditation Date: 02/01/1989**

IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Asbestos/Fiber Microscopy Core	Phase Contrast Microscopy (PCM)	-	NIOSH 7400	Asbestos/Fibers
Asbestos/Fiber Microscopy Core	Polarized Light Microscopy (PLM)	-	EPA 600/R-93/116	Asbestos & Other Fibers in Bulk
Asbestos/Fiber Microscopy Core	Transmission Electron Microscopy (TEM)	-	EPA AHERA - 40 CFR Part 763	Asbestos
Asbestos/Fiber Microscopy Core	Transmission Electron Microscopy (TEM)	-	NIOSH 7402	Asbestos/Fibers
Chromatography Core	GC/MS	-	EPA TO-15	Volatile Organic Compounds
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5502 Modified	Aldrin & Lindane
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5503 Modified	Polychlorinated biphenyls
Chromatography Core	Gas Chromatography	GC/ECD	NIOSH 5510 Modified	Chlordane
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1003 Modified	Halogenated Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1005 Modified	Methylene Chloride
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1400 Modified	Alcohols
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1500 Modified	Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1501 Modified	Aromatic Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1550 Modified	Total Petroleum Hydrocarbons
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 1603 Modified	Acetic Acid
Chromatography Core	Gas Chromatography	GC/FID	NIOSH 2000 Modified	Methyl Alcohol
Chromatography Core	Gas Chromatography (Diffusive Samplers)	-	NIOSH 1501	Aromatic Hydrocarbons

Effective: 06/07/2022

Revision: 9.2

Page 1 of 2



IHLAP Scope Category	Field of Testing (FOT)	Technology sub-type/Detector	Published Reference Method/Title of In-house Method	Component, parameter or characteristic tested
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6004 Modified	Sulfur Dioxide/Sulfate
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 6011	Chlorine & Bromine
Chromatography Core	Ion Chromatography (IC)	-	NIOSH 7903	Inorganic Acids
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-214	Ozone
Chromatography Core	Ion Chromatography (IC)	-	OSHA ID-215 (Version 2) Modified	Hexavalent Chromium
Chromatography Core	Liquid Chromatography	HPLC/FL	NIOSH 2016	Formaldehyde
Chromatography Core	Liquid Chromatography	HPLC/UV	NIOSH 5506 Modified	Polynuclear Aromatic Hydrocarbons (PAHs)
Chromatography Core	Liquid Chromatography	LC/MS	NIOSH 9111 Modified	Methamphetamines
Miscellaneous Core	Gravimetric	-	NIOSH 0500	Total Dust
Miscellaneous Core	Gravimetric	-	NIOSH 0600	Respirable Dust
Miscellaneous Core	Gravimetric	-	NIOSH 5524	Metal Working Fluids
Miscellaneous Core	Thermo-optical Analysis (TOA)	-	NIOSH 5040	Elemental Carbon
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009 Modified	Mercury
Spectrometry Core	Atomic Absorption	CVAA	OSHA ID-140 Modified	Mercury vapor
Spectrometry Core	Atomic Absorption	CVAA	OSHA ID-145	Mercury particulate
Spectrometry Core	Atomic Absorption	FAA	NIOSH 7082	Lead
Spectrometry Core	Inductively-Coupled Plasma	ICP/AES	NIOSH 7300 Modified	Lead
Spectrometry Core	Inductively-Coupled Plasma	ICP/MS	NIOSH 7300 Modified	Lead
Spectrometry Core	UV/VIS (Colorimetric)	-	NIOSH 6010	Hydrogen Cyanide
Spectrometry Core	X-ray Diffraction (XRD)	-	NIOSH 7500	Silica
Spectrometry Core	X-ray Diffraction (XRD)	-	OSHA ID-142	Silica

A complete listing of currently accredited IHLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024  
Issued April 01, 2022  
Revised March 30, 2023

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MR. DANIEL CLARKE**  
**EMSL ANALYTICAL, INC.**  
**528 MINEOLA AVE.**  
**CARLE PLACE, NY 11514**

**NY Lab Id No: 11469**

*is hereby APPROVED as an Environmental Laboratory for the category*  
**ENVIRONMENTAL ANALYSES AIR AND EMISSIONS**  
*All approved subcategories and/or analytes are listed below:*

**Metals I**

Lead, Total NIOSH 7082

**Miscellaneous**

Asbestos 40 CFR 763 APX A No. III  
YAMATE, AGARWAL GIBB  
NIOSH 7402

Fibers NIOSH 7400 A RULES

**Serial No.: 66400**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).



**AIHA Laboratory Accreditation Programs, LLC**  
*acknowledges that*  
**EMSL Analytical, Inc.**  
**528 Mineola Ave., Carle Place, NY 11514**  
**Laboratory ID: LAP-102344**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	INDUSTRIAL HYGIENE	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL LEAD	Accreditation Expires: June 01, 2024
<input checked="" type="checkbox"/>	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: June 01, 2024
<input type="checkbox"/>	FOOD	Accreditation Expires:
<input type="checkbox"/>	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision20: 06/07/2022

Date Issued: 06/09/2022



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

#### EMSL Analytical, Inc.

528 Mineola Ave., Carle Place, NY 11514

Laboratory ID: LAP-102344

Issue Date: 06/09/2022

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

#### Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 08/15/1999

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW 846 7000B	N/A
		EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>



**AIHA Laboratory Accreditation Programs, LLC**  
*acknowledges that*

**International Asbestos Testing Laboratories (IATL)**  
**9000 Commerce Parkway, Suite B, Mt. Laurel, NJ 08054**  
**Laboratory ID: LAP-100188**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**

<input checked="" type="checkbox"/>	<b>INDUSTRIAL HYGIENE</b>	Accreditation Expires: November 01, 2023
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL LEAD</b>	Accreditation Expires: November 01, 2023
<input checked="" type="checkbox"/>	<b>ENVIRONMENTAL MICROBIOLOGY</b>	Accreditation Expires: November 01, 2023
<input type="checkbox"/>	<b>FOOD</b>	Accreditation Expires:
<input type="checkbox"/>	<b>UNIQUE SCOPES</b>	Accreditation Expires:
<input type="checkbox"/>	<b>BERYLLIUM FIELD/MOBILE</b>	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

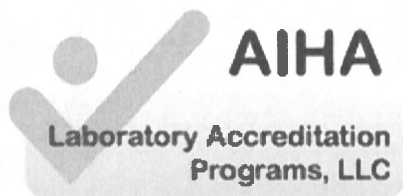
*Cheryl O. Morton*

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision19.1: 07/28/2021

Date Issued: 12/01/2021





## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

#### International Asbestos Testing Laboratories (IATL)

9000 Commerce Parkway, Suite B, Mt. Laurel, NJ 08054

Laboratory ID: LAP-100188

Issue Date: 12/01/2021

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

#### Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 01/20/1997

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

*State of New Jersey  
Department of Environmental Protection  
Certifies That*

**INTERNATIONAL ASBESTOS TESTING LABORATORIES**

Laboratory Certification ID # 03863

*is hereby approved as a*

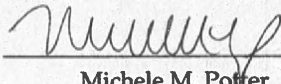
**Nationally Accredited Environmental Laboratory**  
*to perform the analyses as indicated on the Annual Certified Parameter List  
which must accompany this certificate to be valid*

*having duly met the requirements of the*  
**Regulations Governing the Certification of**  
**Laboratories and Environmental Measurements N.J.A.C. 7:18 et. seq.**  
*and*  
*having been found compliant with the 2016 TNI Standard approved by the*  
**The NELAC Institute**

**Expires June 30, 2023**



NJDEP is a NELAP Recognized Accreditation Body

  
Michele M. Potter  
Manager



This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.

**SECTION 12**  
**STATE PRICE SHEET**

**Exhibit A**

**LEAD ASSESSMENT PRICE SHEET**

Square Foot (sq. ft) Per House		Price (\$)
Less than 1200 square ft.		\$900.00
1200 to 1800 square ft.		\$1,200.00
1800 to 2400 square ft.		\$1,500.00
Greater than 2400 square ft.		\$1,800.00
Task		Price (\$)
Interim Assessment		\$700.00
Lead Clearance		\$950.00