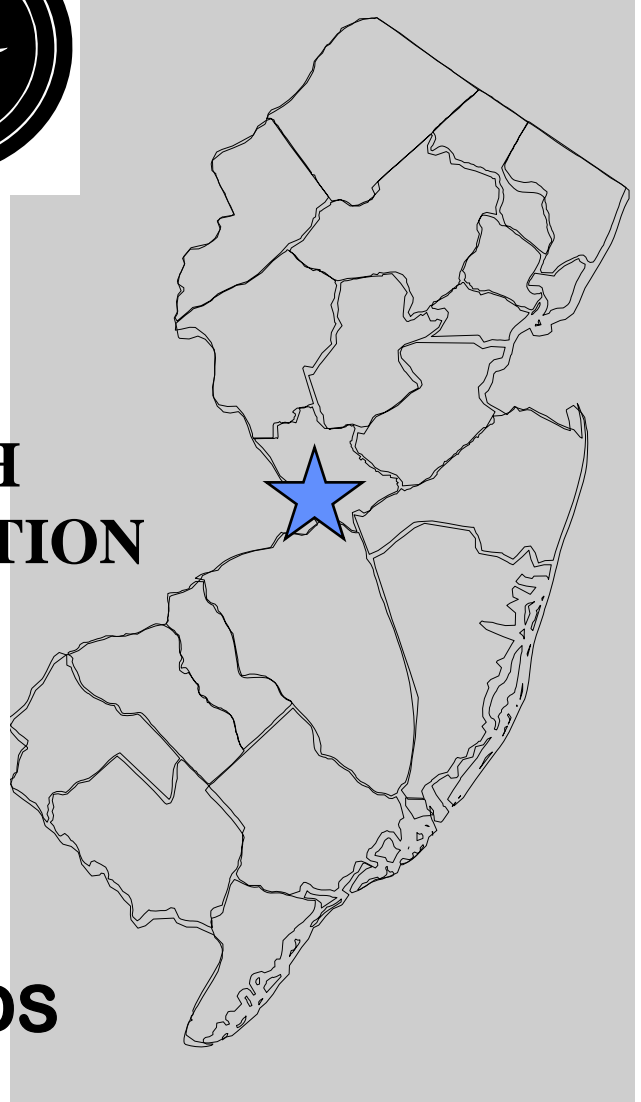
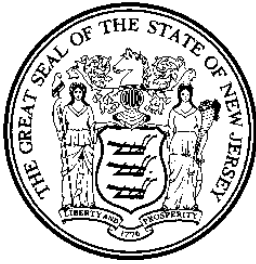


STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DEPARTMENT OF ENVIRONMENTAL PROTECTION



BID DOCUMENTS
COMBE FILL SOUTH
LANDFILL - OPERATION
& MAINTENANCE
SERVICES TERM
CONTRACT

INVITATION FOR BIDS
07-X-39412

VOLUME 1 - TERMS & CONDITIONS

FEBRUARY 2007

Combe Fill South Operations & Maintenance
SOLICITATION 07-X-39412

PROCUREMENT KEY DATES

⇒ **MANDATORY SITE INSPECTION:**

Date: MARCH 1, 2007
Time: 10:00 A.M. To 12:00 P.M.
Place: Combe Fill South Landfill

Directions are on following page

⇒ **ELECTRONIC QUESTION PERIOD CUT-OFF DATE:**

MARCH 6, 2007 CLOSE OF BUSINESS
(Submit questions to contact below)
Procurement Specialist and Location:
Frank J. Kuzniacki, Procurement Specialist
Department of the Treasury, Division of Purchase and Property
Purchase Bureau, Hazardous Waste Procurement Unit
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230
Email: Frank.Kuzniacki@dep.state.nj.us
Telefax Number: 609-292-4401

⇒ **BID DUE DATE:**

Date: MARCH 29, 2007
Time: 2:00 P.M.

Location: Purchase Bureau, Bid Receiving Room - 9th Floor
Department of Treasury, Division of Purchase and Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230

DIRECTIONS TO COMBE FILL SOUTH LANDFILL SITE

98 Parker Road, Chester, New Jersey

Plant telephone #: (908) 879-1285

From Routes 1, 80, 202, 206 or the New Jersey Turnpike:

Get on to Route 287 and exit at 22B – Netcong on to Route 206 North.

Take Route 206 North about 10 miles to Route 24 West.

Make a left from Route 206 on to Route 24. You will see Turkey Farm restaurant on the NW corner.

Take Route 24 West about 1-¼ miles then make a left and a quick right on to Parker Road.

Just before the left off of Route 24 you will pass the Mill Restaurant on your right as you near the bottom of a curved hill.

As you make the quick right on to Parker Road you will see the Chester Township Municipal Building on the left.

Continue on Parker Road about 1 mile, just past Harrington's that will be on your right.

The Combe Fill South Site is also on your right just past Harrington's. You will see a sign for 98 Parker Road.

Go up the hill and bear right past the fence.

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 - Attachment 3** - Ownership Disclosure Form
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- IFB Signatory Sheet is a separate download on the website titled "Signatory Page"**

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BIDDING PROCESS

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

- ⇒ **Stage 1 – Mandatory Site Inspection & Electronic Question Period**
- ⇒ **Stage 2 - Submission of Bid Proposal**

In the first stage, prospective bidders will be required to visit the site as to be able to bid knowledgeably and responsibly. Any prospective bidder who does not attend the site visit will not be considered further for bidding on this contract.

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

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

BID SUBMISSION CHECKLIST

The IFB requires the bidder to submit information and documentation at each stage of the bidding process.

The following documents or their equivalents must, where applicable, be filled out, signed and submitted at the appropriate stage of the bidding process in order for a bidder to be eligible for contract award. Samples of some of these documents are provided as Attachments to the IFB. Others must be prepared by the bidder. Where information must be provided for subcontractors, the relevant documents must also be submitted for any proposed subcontractor or joint venturer. Failure to fill out or sign the relevant portions of the applicable documents and to submit the documents within the time limits specified in this IFB will result in rejection of that proposal as non-responsive to the IFB. Where additional copies of the Attachments are required for the bidder or any subcontractors, please photocopy the document or request additional copies from the Purchase Bureau.

THE FOLLOWING CHECKLIST OF SUBMISSIONS FOR EACH STAGE MAY BE HELPFUL AS AN AID IN COMPLETING YOUR BID. FOR ADDITIONAL DETAILS REGARDING THESE ITEMS, SEE SECTION 5 OF THIS IFB.

ATTACHMENTS

STAGE 1 - SITE INSPECTION

ATTACHMENT 1 - *State Mandatory Hazardous Waste Site Inspection Attendance/Liability Release Form*

☐ Submitted by each individual attending the Mandatory Site Inspection

ATTACHMENT 2 - Not used in this procurement

STAGE 2 - SUBMISSION OF BID PROPOSAL

ATTACHMENT 3 - *Ownership Disclosure Form*

☐ Submitted

ATTACHMENT 4 - *Affirmative Action Supplement to Bid Specifications*

☐ Submitted

ATTACHMENT 5 - *Hazardous Waste Contractor Disclosure Form*

☐ Submitted

ATTACHMENT 6 - *Conflict of Interest Certification*

☐ Submitted

ATTACHMENT 7 - *Explanation of Past Problems*

☐ Submitted

ATTACHMENT 8 - *Bidder Qualification Statement*

☐ Submitted

ATTACHMENT 9 - *Project History Forms*

☐ Submitted

THE IFB's SIGNATORY SHEET or other letter of transmittal executed by the bidder.

NOTE: This form is a separate download from the website titled "signatory sheet"

☐ Submitted

ATTACHMENT 10 - *Joint Venture Certification*

☐ Submitted ☐ Not Applicable

ATTACHMENT 11 - *Corporate Resolution of Authority to Submit Bid Proposal*

☐ Submitted ☐ Not Applicable

ATTACHMENT 12 - Price Schedule

☐ Submitted

ATTACHMENT 13 – Notice of Intent to Subcontract Form and Subcontractor Utilization Plan Form

☐ Submitted

Number of Submissions

One (1) clearly marked original and five (5) copies of the bid proposal (total of six (6) submissions are required).

SUBMISSION ITEMS REQUIRED AFTER RECEIPT OF NOTICE OF INTENT TO AWARD (SEE SECTION 7.6)

These submissions will be required only from the award winning bidder, these are not required submissions during the staged bidding process.

Awardee Prime Contractor Submissions

- A. Insurance Certificate(s) covering insurance required in Section 6.4
- B. Certification of Insurance Form (Supplement B)
- C. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey.
- D. Certification of Authority to do Business in New Jersey (out of State corporations only).
- E. Certification of Compliance with MacBride Principles and Northern Ireland Act of 1989 (Supplement C).
- F. Requirements of N.J.S.A. 19:44 A-20.13-25 and N.J.S.A. 52:34-13.2

Awardee Subcontractor Submissions

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

- A. Insurance Certificate(s) covering insurance required in Section 6.4
- B. Certification of Insurance Form (Supplement B)
- C. Ownership Disclosure Form (Attachment 3)
- D. Affirmative Action Supplement to Bid Specifications (Attachment 4)
- E. Hazardous Waste Contractor Disclosure Form (Attachment 5)
- F. Conflict of Interest Certification Form (Attachment 6)
- G. Explanation of Past Problems Form (Attachment 7)
- H. Subcontractor Contract Form (Supplement A)
- I. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey.
- J. Certification of Authority to do Business in New Jersey (out of State corporations only).

1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

The purpose of this Invitation for Bid (IFB) is to engage a CONTRACTOR to operate and maintain the ground water extraction and treatment facility at the Combe Fill South Landfill site in Washington and Chester Townships, Morris County, New Jersey. The contract term shall be three (3) years, and the STATE shall have the option to extend the contract up to two (2) additional years in accordance with Section 6.5.8 of this IFB. The ground water facility has been operating since 1997 and is presently being run by Chapman, Inc., whose contract concludes on or about June 30, 2007.

As part of this engagement, the CONTRACTOR shall perform all operation and maintenance activities required by IFB Section 8.0 et seq., the IFB Price Schedule, and the plant operation and maintenance manuals. In general, the services shall include the following:

1. Scheduled operation and maintenance of the ground water extraction and treatment system, including the Process Equipment Building (PEB) and the Gas Extraction Building (GEB) and the contents therein;
2. Unscheduled or emergency repairs to the ground water extraction and treatment system, including the PEB and the GEB and the contents therein;
3. Alarms response and after-hours monitoring;
4. Data collection, analytical testing, and reporting, as required by permits and this IFB;
5. Process and potable water monitoring and reporting;
6. Testing and disposal of site-generated wastes;
7. Technical support; and
8. Plant operations training.

2.0 BACKGROUND

The Combe Fill South Landfill site is located on Parker Road in Washington and Chester Townships, Morris County, New Jersey. The site is approximately 115 acres and includes an inactive 63 acre landfill which operated between the 1940's and 1981. According to available information, approximately 5 million cubic yards of household and industrial wastes were accepted at the facility during its operation.

Land use in the vicinity of the site consists primarily of low-density residential areas among large parcels of cleared rolling hills. Several commercial establishments are located near the landfill. A series of county and state park segments, including those of the Black River County Park and Hacklebarney State Park, lie to the east and to the south of the site along the Black River. The Combe Fill South Landfill treatment facility discharges to the headwaters of Trout Brook, which flows into the Black River.

The site was placed on the National Priority List in September 1983. A Remedial Investigation / Feasibility Study was conducted by Lawler, Matusky & Skelly Engineers between 1984 and 1985. The Record of Decision (ROD) for the site was subsequently signed by the United States Environmental Protection Agency in September 1986. The remedial action design was completed thereafter by O'Brien & Gere Engineers, Inc. between 1987 and 1992.

In September 1992, the remedial construction contract was awarded to Foster Wheeler Enviresponse, Inc. Field work commenced at the site in 1993 under the supervision of O'Brien & Gere Engineers, Inc. During the period of 1993 and 1997, major work completed at the site included the installation of a six foot thick landfill cap and the construction and testing of a ground water collection and treatment system for the shallow aquifer. The ground water collection and treatment system became operational in September 1997 upon completion of system start-up. From this time until September 1998, the site was operated and maintained by O'Brien & Gere Operations, Inc. Since September 1998, Chapman, Inc. has operated and maintained the ground water extraction and treatment facility.

3.0 **DEFINITIONS**

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

Applicable and Relevant and Appropriate Requirements (ARAR) - Applicable requirements are defined (by CERCLA as amended by SARA) as "cleanup standards, standards of control, and other substantive environmental protection requirements, criteria, or limitations promulgated under Federal or State law that specifically address a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance at a CERCLA site". Relevant and appropriate requirements are defined (by CERCLA as amended by SARA) as "substantive environmental protection requirements - promulgated under Federal or State law that, while not "applicable" address problems or situations sufficiently similar to those encountered at the CERCLA site that their use is well suited to the particular site".

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

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

CLP-I Format - A deliverable format for analytical data.

CLP-II Format - A deliverable format for analytical data.

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

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

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

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

Daily Rate - Payment for a normal work day. Daily rate for personnel shall consist of eight (8) hours on-site per day for labor exclusive of mealtime breaks. Daily rate for equipment shall mean equipment is available for work on a twenty-four (24) hour basis and this time shall include up to twelve (12) hours of operation per day.

DRMR - Division of Remediation Management and Response.

Data Validation - A systematic process for reviewing a body of data against a set of criteria to provide assurance that the data are adequate for their intended use. Data validation consists of data editing, screening checking, auditing, verifying, certifying and reviewing. The analytical data developed on the Contract may be validated by the NJDEP.

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

Demobilization - The removal of material, personnel and equipment from a site.

Department - New Jersey Department of Environmental Protection (NJDEP).

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

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

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

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

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals and to recommend a contract award. The committee for this IFB shall include representatives of the Departments of Environmental Protection and Treasury. There are three (3) voting members, two (2) representing the NJDEP and one (1) from the Department of Treasury.

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

GIS - The New Jersey Department of Environmental Protection's Geographic Information System. The GIS is a digital computer mapping system used in the analysis of geographic coordinates and database information. All state plane coordinates and the associated database information is to be delivered to the NJDEP in GIS compatible format for analysis on the NJDEP GIS system.

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

Invoice - State Payment Voucher form PV 6/93.

Issuing Office - Purchase Bureau, Division of Purchase and Property, Department of the Treasury.

Joint Venture - Two or more corporations or entities that form a temporary union for the purpose of performing the work of this IFB.

Mobilization - The movement of the Contractors material, personnel and equipment to the site.

NJDEP - New Jersey Department of Environmental Protection

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

Operations Manager – The NJDEP Operations Manager, Site Manager and the Project Manager titles are used interchangeably throughout the IFB. The Operations Manager is the NJDEP representative with overall responsibility for construction at the site.

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

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

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

Profit - The net proceeds obtained by deducting all allowable costs (direct and indirect) from the price. This definition of profit is based on applicable Federal cost principals and may vary from many firms'

definition of profit, and may correspond to those firms' definition of "fee". (For further clarification see EPA Form 5700-41 Instructions.)

Project - All tasks and Contractor responsibilities delineated in the IFB.

Project Manager - The NJDEP Operations Manager, Site Manager and the Project Manager titles are used interchangeably throughout the IFB. The Operations Manager is the NJDEP representative with overall responsibility for construction at the site.

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

Qualified Data - Data that has passed the quality assurance review performed by the NJDEP or its designated contractor with stipulations regarding the quantification or quality of the data. The data is considered acceptable for use with qualifications.

Rejected Data - data that has failed the quality assurance review conducted by the NJDEP or its designated contractor.

IFB - Invitation For Bids.

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

Should – Denotes that which is recommended, not mandatory

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

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

Site Manager - The NJDEP Operations Manager, Site Manager and the Project Manager titles are used interchangeably throughout the IFB. The Operations Manager is the NJDEP representative with overall responsibility for construction at the site.

SOW - Scope of Work.

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

State Plane Coordinates - A map system in the horizontal plane describing the position of points or features with respect to other points in New Jersey. The official survey base of the State of New Jersey is known as state plane coordinates whose geodetic positions have been adjusted on the North American Datum of 1983 (NAD83) as per Chapter 218, Laws of NJ 1989. Distances parallel to the east-west axis are the x-coordinates. Distances parallel to the north-south axis are the y-coordinates. Although the official survey is defined as meters, the NJDEP will also accept the prefers plane coordinates (x,y) in feet.

Target Analyte List (TAL) - List of inorganic compounds designated for analysis specific analytical protocols within a USEPA CLP inorganic SOW. Required SOW is USEPA CLP ILM04.0 or latest version. Note: In Section 8.0 (scope of work), whenever TAL inorganic is used this is the required protocol.

Target Compound List (TCL) - List of organic compounds designated for analysis specific analytical protocols with a USEPA CLP organic SOW. Required SOW is USEPA CLP OLM03.1 or latest version. Note: In Section 8.0 (scope of work), whenever TCL organic is used this is the required protocol.

Total Bid Price - The sum of the bid prices for each of the Scope of Work tasks provided by the bidder on the Price Schedules.

Unit Price - A price per specified unit of measure for individual line items bid on the Price Schedules which shall incorporate all associated costs.

USEPA - United States Environmental Protection Agency.

USEPA CLP Analysis - Analysis conducted according to the requirements as set forth in the USEPA Contract Laboratory Program IFB.

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

3.1 LABORATORY ANALYSIS RELATED DEFINITIONS

Accuracy - The nearness of a result of the mean (x) of a set of results to the true value. NJDEP assesses accuracy by means of proficiency samples and percent recoveries.

Aliquot - An aliquot is a portion of a sample set aside for the determination of a specific parameter or group of analytes by a given analytical method.

Analyte - A specific element, compound, or ion.

Analytical Fraction - A group of analytes determined by one method.

Aqueous Liquid Wastes - A single phase waste liquid containing mostly water with varying concentrations of dissolved and/or suspended inorganic or organic constituents.

Aroclor - Monsanto trade name for a series of commercial polychlorinated biphenyl and polychlorinated terphenyl mixtures marketed in the United States. Often used synonymously with PCBs.

Batch - Is a group of twenty (20) samples or less of the same matrix collected at a particular site. A batch is also matrix specific, samples of different matrices cannot comprise a distinct batch of samples.

Chain of Custody Form, DEP-077 NJDEP Internal - This form is used by the laboratory to document the movement of a maximum of twenty (20) samples, (and all associated digestates and/or extracts) through the laboratory. The Internal Chain of Custody is considered completed with the final transfer of the remaining sample volumes, digestates and extracts to sample storage.

Chain of Custody Form and Sample Analysis Request Form (with Shipping Container), DEP-095 NJDEP External - This form is used by the laboratory to initiate sample custody of a sample bottle. Each set of sample bottles (one set for each sampling point) has its own DEP-095 form. The Sample Collector is responsible for completing the sampling information and initiating the External Chain of Custody section upon receipt of the shipping container from the laboratory. The External Chain of Custody section is completed by the laboratory upon return receipt of the bottles to the laboratory and initiation of the Internal Chain of Custody Form DEP-077.

Chain of Custody Form and Sample Analysis Request Form (without Shipping Container), DEP-096 NJDEP External - This form is used when the Sample Collector initiates a sampling event without prior receipt of bottles or a shipping container from the laboratory. The Sample Collector supplies the sample bottles and shipping container. The Sample Collector is responsible for completing the top section of the form as well as the sampling information. The Sample Collector is responsible for initiating the External Chain of Custody section for shipment to the laboratory. The External Chain of Custody section is completed by the laboratory upon receipt at the laboratory and initiation of the Internal Chain of Custody Form DEP-077.

Chemical Sludge - A solid substance consisting of settled industrial waste water treatment solids combined with varying amounts of water and dissolved materials. Additionally, this sludge can be a solid material which is a by-product of a chemical manufacturing process.

Chemical Solids - Inorganic or organic chemicals which are solids at standard temperature and pressure.

Contaminated Soil - Soil which has been contaminated with solid and/or liquid hazardous organic and/or inorganic chemicals.

Decertification – The act of withdrawal of certification, for a minimum period of six (6) months, for any or all of the parameters governed in accordance with the Regulations Governing Laboratory Certification and Standards of Performance, N.J.A.C. 7:18-1.1 seq.

Duplicate - A second aliquot of a sample that is treated the same as the original sample in order to determine the precision of the method.

Extraction Log – An official record of the extraction of an organic sample.

Flash Point - The lowest temperature at which evaporation of a substance produces sufficient vapor to form an ignitable mixture with air, near the surface of the liquid. Ignitable mixtures denotes a mixture that, when ignited, is capable of the initiation and propagation of flame away from the source of ignition. Propagation of flame means the spread of the flame from layer to layer independently of the source or ignition.

Fraction - A group of compounds or analytes that are similar in nature that will allow the compounds or analytes to be extracted, digested and analyzed using standardized procedures. The organic fractions for this contract are defined as Volatile Organics, Semivolatiles Organics, Pesticides/Aroclors and Herbicides. The inorganic fraction for this contract is defined as the Trace Metals and Mercury. There is also a limited chemistry component fraction.

Gel Permeation Chromatography – Chromatographic cleanup procedure employing organic solvents and hydrophobic gels in the separation of synthetic macromolecules.

Hazardous Waste - A waste or combination of wastes, which because of its quantity, concentration, toxicity, corrosiveness, mutagenicity or flammability, or physical, chemical or infectious characteristics may:

1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Heavy Metals - Metallic elements of atomic weights greater than sodium, 22.9 amu.

Herbicide - Any substance or mixture of substances that is intended to prevent, destroy, repel or mitigate the growth of plants or weeds.

Industrial Sludge - A semisolid substance primarily consisting of settled industrial wastewater treatment solids combined with varying amounts of water and dissolved materials. A product of industrial wastewater treatment and/or chemical/industrial process waste.

Industrial Wastes - Unwanted materials produced in or eliminated from an industrial operation. They may be categorized under a variety of headings, such as liquid wastes, sludge wastes, solid wastes.

Injection/Run Log – An official record of the introduction of a sample into an analytical instrument.

Inorganic Laboratory - Laboratory which performs analyses on compounds that are not hydrocarbons or their derivatives.

Inorganic Matter - Chemical substances of mineral origin, not containing carbon to carbon bonding. Generally structured through ionic bonding.

Instrument Blank Analysis - An analysis of analyte free water analyzed according to the method of analysis.

Matrix - The component or substrate (e.g. surface water, soils, sludge) which contains the analytical interest. Chapter two of SW846 further defines matrix as the physical State(s) of the sample which are related to the matrix in Section 2.2.1 as below:

The phase characteristics of a sample must be known. There are several general categories of phases into which the sample may be categorized including:

- Aqueous
- Sludge
- TCLP or EP Extract
- Solid
- Ground Water
- Oil or other Organic Liquid
- Stock Sample (VOST) Condensate
- Multiphase Sample

There may be a substantial degree of overlap between the phases listed above and it may be useful to further divide the phases in certain instances. A multiphase sample may be a combination of aqueous, organic liquid, sludge, and/or solid phase, and generally must undergo a phase separator as a first step in the analytical process.

Matrix Spike - Aliquot of matrix fortified (spiked) with known quantities of specific compounds and subjected to the entire analytical procedure in order to indicate the appropriateness of the method for the matrix by measuring recovery.

Matrix Spike Analysis - A known quantity of a stock solution of certain analytes is added to the sample matrix prior to extraction and analysis. Percent recoveries are calculated for each of the compounds detected.

Matrix Spike Duplicates - A second aliquot of the same matrix as the matrix spike (above) that is spiked in order to determine the precision of the method.

Method Detection Limit (MDL) - The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined for analysis of a sample in a given matrix containing the analyte.

Multiphase Sample - A sample that consists of two or more phases (i.e. a liquid water phase, a liquid oil phase and a sandy sludge phase).

Municipal Sludge (Treated) - A solid substance consisting of settled sewage solids combined with varying amounts of water and dissolved materials. This sludge is primarily a product of municipal sewage treatment.

Non-Aqueous Liquid Waste - A single or multi-phase waste liquid containing mostly organic and/or inorganic liquids with varying percentages of dissolved and/or emulsified water and suspended and/or dissolved solids.

PCB - Polychlorinated Biphenyls – Biphenyl molecules that have been chlorinated to varying degrees. See definition of Aroclor.

Parameter - A physical or chemical characteristic.

Pesticide – Any substance or mixture of substances that is intended to prevent, destroy, repel or mitigate any pest or is intended for use a plant regulator, defoliant or desiccant.

Precision - The measure of agreement of reproducibility of a set of replicate results among themselves without assumption of any prior information as to the true result.

Quality Assurance Project Plan - The Quality Assurance Project Plan (QAPP) is a planning document for any environmental data collection operation. It documents the procedures to be used in the field and laboratory for the generation and reporting of analytical data. It also documents how quality assurance and quality control activities will be implemented during the term of the contract.

Qualified Data - Data that has passed the quality assurance review performed by the NJDEP or its designated Contractor with stipulations regarding the quantification or quality of the data. The data is considered acceptable for use with qualifications.

Raw Data - Shall include, but is not limited to, any and all entries made in logs, logbooks and notebooks, and/or analytical data (chromatograms, printouts, etc.) produced prior to any calculation or evaluation by an analyst.

Reagent Blank Analysis - An analysis of analyte free water that has either been extracted according to the method of analysis or analyzed directly according to the method of analysis.

Rejected Data - Data that has failed the quality assurance review conducted by the NJDEP or its designated Contractor.

Sample - The material removed from a given location at a given time.

Sample Bottle - A type of container used in the collection and shipment of an individual sample to the laboratory. This includes any Encore™ or equivalent device into which the sample is directly collected and shipped to the laboratory.

Shipping Container - Is the exterior container that is used to ship sample bottles from the laboratory to the State and back.

Signature Certification - Process where the individual signs his/her full name to his/her work. The work is then reviewed by another qualified individual or supervisor and signed in the same manner by that individual, that attests to the authenticity of the work. This applies to all data, notebooks, run/injection logs and printouts not stored in an electronic format.

Surrogate Standard (SS) - Brominated, fluorinated, or isotopically labeled compounds not expected to be detected in environmental analyses added to each blank, sample, matrix spike, matrix spike duplicate and standard in order to evaluate analytical efficiency by measuring recovery.

Surrogate Spike Analysis - An analysis of compounds not normally found in the environment which are added in known amounts to the sample matrix prior to analysis. Percent recoveries are calculated for each of the surrogate compounds detected. These surrogate compounds are similar chemically to compounds that are being analyzed.

Suspension of Certification - The act of temporarily withdrawing certification for any or all of the parameters governed in accordance with the Regulations Governing Laboratory Certification and Standards of Performance, N.J.A.C. 7:18-1.1 et seq.

Note: Suspensions will not be withdrawn until all bases for the suspension have been satisfactorily rectified.

SW846 - The 3rd Edition of the USEPA SW846 Test Methods for the Evaluation Solid Waste, Physical/Chemical Properties and all promulgated final updates.

System Performance Check Compounds (SPCC) - Target compounds designated to monitor purge and trap chromatographic performance, sensitivity, and compound instability or degradation on active sites.

40 CFR Part 31 Section 40, Code of Federal Regulations, United States Environmental Protection Agency - "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

40 CFR Part 33 - Section 40, Code of Federal Regulations, Part 33, United States Environmental Protection Agency - "Procurement Under Assistance Agreements."

40 CFR Part 35, Subpart 0 - Section 40, Code of Federal Regulations, United States Environmental Protection Agency - "State and Local Assistance, Cooperative Agreements and Superfund State Contracts for Superfund Response Actions."

4.0 **BIDDING PROCEDURES**

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

4.1 **BIDDING STAGES**

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

Stage 1 – Mandatory Site Inspection and Electronic Question Period

Stage 2 - Submission of Bid Proposal

4.1.1 **STAGE 1 – MANDATORY SITE INSPECTION AND ELECTRONIC QUESTION PERIOD**

There will be an mandatory site inspection and a written question period.

4.1.1.1 **MANDATORY SITE INSPECTION**

Attendance at the site inspection is **mandatory**. The following is the only date and time when on-site inspection by prospective bidders will be allowed.

The Key Dates Page of this IFB contains directions to the site.

A NJDEP representative will be on-site on the following date:

- **Date: March 1, 2007**
- **Time: 10:00 A.M. to 12:00 P.M.**
- **Place: Combe Fill South Landfill**

The purpose of the mandatory site inspection is for prospective bidders to familiarize themselves with the site. State personnel are available on-site only for purposes of facilitating access to the site. Any oral explanations of the IFB or bidding instructions given by State personnel at the time of the Site Inspection shall not be binding on the State. (See Questions, Exceptions and Answers, Section 4.2.2.)

The following conditions will govern the site inspection:

- A. Each visitor attending the site inspection will be required to execute a release holding the State harmless for personal or other injuries and/or damages which may occur during the course of the site visit. Bidders will not be granted access to the site unless the release is executed. (See Attachment 1).
- B. The State of New Jersey hereby advises all prospective bidders and other persons that it is without complete knowledge as to the content and nature of the hazardous substances on the site, and in the soil, water and air surrounding the site, and further that it is without complete knowledge as to the nature or the degree of the hazards which might arise therefrom. Any person or persons who enter upon the site, examine the site, or conduct any activity on or in the vicinity of the site do so at their own risk. The State of New Jersey assumes no liability whatsoever for any damage, loss or injury of any kind arising in any way from such entry upon, examination of, or activity on or in the vicinity of the site by any person or persons.
- C. All visitors shall be solely responsible for and shall keep, save, and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of loss of life, property, or injury or damage to the person, body or property of any person, agency or corporation, which shall

arise from or result directly or indirectly from said entry upon, inspection of, or activity upon or in the vicinity of the site.

- D. All visitors to the site must provide their own protective clothing and must dress commensurate with at least a **hazard rating of Level D** during the site inspection. Failure to dress properly will result in being denied access to the site.

4.1.1.2 ELECTRONIC QUESTION PERIOD

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

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

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

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

DEADLINE DATE: March 6, 2007
TIME: Close of Business (4:00 PM)

Procurement Specialist and Location:

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

Frank.Kuzniacki@dep.state.nj.us

TELEFAX NUMBER: (609) 292-4401
TELEPHONE NUMBER: (609) 292-6818

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

4.1.1.3 Addenda: Revisions to this RFP

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

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

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

4.1.2 STAGE 2 - SUBMISSION OF BID PROPOSALS

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

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

- **Date: March 29, 2007**
- **Time: 2:00 p.m.**
- **Location: Bid Receiving Room - 9th Floor**
Purchase Bureau
Division of Purchase and Property
Department of Treasury
33 West State Street, PO Box 230
Trenton, New Jersey 08625-0230

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

4.2 IFB AND BID PROCEDURES

The following procedures apply to this IFB.

4.2.1 ISSUING OFFICE

This IFB is issued by the Purchase Bureau, Division of Purchase and Property. For purposes of this bidding process, the Purchase Bureau is the sole point of contact between the bidder and the State. Bidders should not contact the NJDEP directly with questions or concerns about this IFB or bidding process.

4.2.2 QUESTIONS, EXCEPTIONS AND ANSWERS

If bidders have any questions about or objections to the IFB, the Purchase Bureau, Division of Purchase and Property will respond to questions and exceptions posed in writing prior to the cut-off date. No questions or exceptions received after the cut-off date will be answered by the Purchase Bureau. Any objection to the IFB must be raised prior to the bid opening or else be forever waived. Unless the Division expressly accepts an objection in a written addendum to the IFB, the objection shall be deemed rejected and the original provisions of the IFB shall be deemed controlling.

4.2.3 INVESTIGATION AND SUPPLEMENTAL INQUIRIES REGARDING BIDDER QUALIFICATIONS AND RESPONSIBILITY

- A. In addition to the information supplied with a proposal, the Director of the Division of Purchase and Property may seek supplemental information or make supplemental inquiries to the qualifications and responsibility of a bidder and to the accuracy or adequacy of information supplied by a bidder. The bidder shall cooperate with these inquiries and shall supply any information and site access required by the Director. Such investigations may include but are not limited to:
1. Inquiries and analysis relevant to the bidder's personnel, licenses, financial status, insurance or past work.
 2. Visits by State representatives to sites and clients presently or formerly served by the bidder.
 3. Inspection of the bidder's facilities, including any subcontractors' facilities.
 4. Inspection of laboratories and other outside facilities proposed for use by the
- B. In submitting a bid proposal, the bidder consents to investigation by the Director or, at the Director's request, the Attorney General to determine whether the bidder is sufficiently responsible to undertake the work hereunder. The bidder consents to the use and consideration by the Director for these purposes of any pertinent information which may be derived from the investigatory arm of any state or federal governmental agency including but not limited to, any information pertaining to the bidder's criminal history.

4.2.4 BID CLARIFICATION

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

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

4.2.5 PUBLIC ACCESS TO BID SUBMISSIONS

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

4.2.6 BID PREPARATION COSTS

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

4.3 MANDATORY REQUIREMENTS AND MINOR FORMALITIES

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

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

4.3.1 MINOR DEVIATIONS

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

4.4 BALANCED BIDS

This is a term contract under which some of the requisite work is routine and predictable, and some of the work will be emergent and variable. For bidding purposes, the Department of Environmental Protection (DEP) has estimated the quantities of various bid items, which will be required over the course of the contract. For items used in routine work, these estimates should be fairly accurate. For items used in emergent work, these estimates may be more or less than will actually be required. Bidders sometimes seek to gain a competitive advantage in the bidding process by guessing which of the variable items might be used more or less than the DEP has estimated, and then submitting unrealistically high or low bids for those items. This practice could result in the State paying excessively high prices for certain items, and for the contract as a whole, in the event that the DEP has not well estimated those items.

In order to avoid that result, bidders are required to submit reasonably balanced bids with unit prices that reasonably reflect the quantities estimated by the DEP. The State may reject any bid which is unreasonably unbalanced and which proposes prices that are excessively high when compared to the going rate and the other bidders' prices for those items.

5.0 PREPARATION AND SUBMISSION OF BID PROPOSALS

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

5.1 BID PROPOSAL SUBMISSION

A. As evidence of the bidder's qualifications and responsibility to perform the work required by this IFB, the bidder must submit a package of information which should include at least the following items, copies of which are included as Attachments to this IFB: One clearly marked original and five (5) copies of the qualifications must be submitted for a total of six (6) submittals.

1. OWNERSHIP DISCLOSURE FORM. The bidder (individual, corporation or partnership), including each joint venturer of a joint venture, must disclose the ownership information required by **Attachment 3.**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five 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..

2. AFFIRMATIVE ACTION SUPPLEMENT TO BID SPECIFICATIONS. The bidder, including each joint venturer of a joint venture, must provide the affirmative action information required by **Attachment 4.**
3. HAZARDOUS WASTE CONTRACTOR DISCLOSURE FORM. The bidder, including each joint venturer of a joint venture, must provide the personnel, financial and historical information required by **Attachment 5.**
4. POTENTIAL CONFLICT OF INTEREST CERTIFICATION FORM AND CONFLICT OF INTEREST/OBLIGATION FORM. The bidder, including each joint venturer of a joint venture, must submit a "Conflict of Interest Certification Form", **Attachment 6.**

Please Note: The State encourages bidders to request a conflict of interest (COI) determination at their earliest convenience if there is any possibility that the bidder or a potential subcontractor may have a COI or the appearance of a COI (see IFB Sections 6.1.12 and 6.1.13). The State cautions bidders that should a subcontractor be disqualified from working on this contract, the award winning bidder shall be required to replace that subcontractor with another firm that has equal or better qualifications at no additional cost to the State.

Bidders may request COI determinations at any time during the procurement process. This may be done by completing **Attachment 6** and faxing it to the procurement specialist for the bid (Fax No. 609-292-4401). The State will respond as soon as possible, depending on the particular case and its complexity.

5. EXPLANATION OF PAST PROBLEMS. If the bidder has previously worked for the State and has received written complaints or negative written formal evaluations from the State or has been involved in disputes with the State about that work, the bidder must explain what, if anything, the bidder has done, or will do, to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior contract and any organizational, operational or other changes which have been or will be implemented. The bidder must provide a convincing explanation that past problems will not recur on future work. **Attachment 7** is provided for this purpose.
6. BIDDER QUALIFICATION STATEMENT. The bidder, including each joint venturer of a joint venture, must provide the information required by **Attachment 8.** This attachment requires information as to the bidder's organization, personnel, experience and subcontractors. All proposed professional

subcontractors must be included in Section 8.0 of **Attachment 8** and their respective roles on the project described.

7. **PROJECT HISTORIES.** The bidder must provide a set of "Project History Forms" documenting the bidder's past experience in performing work similar to that contained in this contract. The bidder shall provide a minimum of three (3) and no more than five (5) project history forms. **Attachment 9** is provided for this purpose.

The bidder must submit project histories which meet the criteria detailed below.

a. General Requirements for Project Histories

All of the bidder's project histories must deal with the operation and maintenance of water treatment systems. The bidder will discuss the size of the plants in these project histories, start up date, whether the plant or systems is still in operation, the number of employees (crew size), gallons per minute, computerized maintenance management software system(s) utilized, a plant contact and location of the plant or system. The bidder must provide specific name and location details on what plant or system is being given as a reference. No confidential clients will be allowed.

b. Specific Requirements for Project Histories

At least two (2) of the bidder's project histories must deal with biological treatment systems. The bidder must provide the information requested above in the General Requirements, plus a detailed description of the biological process used and its level of success.

c. Required Format for Project Histories

The bidder is required to complete each section of the Project History Form.

The purpose of these forms is to allow the bidder to demonstrate that he or she has done and can do satisfactory work of the sort required by this IFB. These Project Histories shall be evaluated against the criteria defined in Section 5.1.A.7 and 7.1.

d. Project History Stipulations for Joint Ventures, Partnerships and Limited Liability Companies

- Joint Ventures - In the event that a joint venture is formed for the purposes of this project, one of the venture partners must meet all of the requirements set forth above. Combining the project histories of the joint venture partners to meet the requirements of this section is not satisfactory. In the event that a joint venture attempts to combine their project histories to meet the requirements of this section, the bid will be deemed non-responsive. Additionally, the joint venture partner who meets the requirements of this section shall provide the designated project manager who shall serve as the sole point of contact between the State and Contractor. The only exception to this stipulation is if the joint venture itself has met all of the requirements set forth in this section.
- Partnerships - In the event that two or more firms form a partnership for the purposes of this project, one of the partners must meet all of the requirements set forth above. Combining the project histories of the partners to meet the requirements of this section is not satisfactory. In the event that a partnership of firms attempts to combine their project histories to meet the requirements of this section, the bid will be deemed non-responsive. Additionally, the partner who meets the requirements of this section shall provide the designated project manager who shall serve as the sole point of contact between the State and Contractor. The only exception to this stipulation is if the partnership itself has met all of the requirements set forth in this section.
- Limited Liability Companies (LLC) - The formation of a LLC by two or more companies for the purposes of this contract is prohibited. In order for an LLC to meet the requirements of this section the LLC itself, as an entity, must meet all of the requirements set forth above. In the event that two or more companies form an LLC for the purposes of this contract, the bid will be deemed non-responsive.

8. SIGNATORY SHEET OR OTHER TRANSMITTAL LETTER FOR THE BID EXECUTED BY THE BIDDER.

The Signatory Sheet is a separate download from the website titled "Signatory Sheet" or similar letter of transmittal are acceptable forms. **Unsigned bids will be rejected.**

9. A "JOINT VENTURE CERTIFICATE" IF THE BID IS SUBMITTED BY A JOINT VENTURE.

Attachment 10 is provided for this purpose.

10. A "CORPORATE RESOLUTION OF AUTHORITY TO SUBMIT BID" if the bidder is a corporation.

Attachment 11 is provided for this purpose. See IFB Section 5.2.1 below for more information.

11. THE BIDDER'S PROPOSED PRICES. The Price Schedule in **Attachment 12** is provided for this purpose.

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

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

13. THE BIDDERS ORGANIZATIONAL AND PERSONNEL PROPOSAL. See IFB Section 5.2.3.1 for detailed information regarding the organizational and personnel proposal.

14. BUSINESS REGISTRATION. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

5.1.1 GENERAL INSTRUCTIONS FOR BID PROPOSAL

The following instructions apply to all bid proposals:

A. SIGNATURE OF BID PROPOSAL

The transmittal letter for the bid must be signed by an authorized person and submitted with the Bid Proposal. **The IFB's Cover Sheet on the website titled "Signatory Page" is provided for this purpose.** The signature must be an original in ink. Typed, stamped or penciled signatures are not acceptable. If the firm is a partnership, the bid transmittal letter for the proposal must be signed by a partner with his title noted thereon.

If the firm is a corporation the transmittal letter must be signed by an officer of the corporation and be accompanied by a corporate resolution authorizing the individual signing the bid proposal to enter into contractual agreements on behalf of the corporation. The corporate resolution must specify the identification number of this IFB and the state of incorporation and must be affixed with the corporate seal.

A transmittal letter from a joint venture must be signed by an officer of each joint venturer.

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

5.1.2 FORMAT OF BID PROPOSAL

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

- A. One (1) clearly marked original of each bid proposal must be submitted to the Purchase Bureau. Five (5) additional copies shall also be submitted for a **total of six (6) submittals**.
- B. The bid proposal should be typed or written in ink. The bid proposal must not be prepared in pencil.
- C. The bid proposal must be accompanied by completed copies of all the attachments and other forms and documents required by the IFB.
- D. All blanks and spaces in the bid proposal and in the attachments should be filled. "N.A." should be inserted where a provision is not applicable. Ditto marks should not be used where material is repeated.
- E. Any ostensibly minor deviations from the IFB which are contained in the bid proposal should be listed and explained on a separate page of the bid proposal entitled "EXCEPTIONS."
- F. The cover and/or envelope for the bid proposal should be labeled with the IFB identification number ("X" number listed on the face of this IFB), the final bid proposal opening date and the name of the procurement specialist responsible for this IFB.

5.1.3 CONTENTS OF PROPOSAL

The bidders proposals must include all the information necessary to evaluate the bidders capacity to undertake the entire project.

Firms responding to this IFB will be required to submit the following proposal components, which must each be clearly labeled and must be arranged and presented in the following order:

5.1.3.1 ORGANIZATIONAL/PERSONNEL CHART

The Organizational/Personnel Chart must include the following:

A. PROJECT ORGANIZATION CHART

The bidder must submit a Project Organization Chart. This chart should show those personnel and professional subcontractor firms who will be working on this specific contract. The chart should include names, position or title of all key personnel (including the key personnel of professional subcontractors). The chart shall clearly show the lines of communication, coordination, authority and responsibility of those people who will be in charge of overall project management; field operations.

B. PROJECT PERSONNEL AND QUALIFICATIONS

Resumes shall be provided for all professional level personnel, including each key member of the project team as shown on the Project Organization Chart. Licensed operators are considered to be key members of the project team. The bidder should provide concise, detailed resumes with his bid. Educational background with dates and years of professional and technical experience directly relevant to this project shall be included and identified.

5.1.3.2 PRICE PROPOSAL

A. GENERAL

Attachment #12 of this IFB contains the price schedule.

The bidder must fully complete and submit the entire price schedule contained in **Attachment #12** or the bid will be deemed non-responsive. A zero (\$0) on a price line item is acceptable as a price. It will be deemed that the bidder is offering the line item to the State at no cost. The bidder should also review IFB Section 6.10 (Prices and Payments) before completing the price schedule.

1. UNIT PRICE BID ITEMS

Each "unit quantity" listed for the unit price bid items represents the estimated quantity believed to be necessary to complete the project. These estimates must be used by all bidders for bid preparation. The actual number of "unit quantity" may change as the NJDEP deems necessary during the course of the contract and may be less than or greater than the estimated quantity. The contractor will be paid for the actual quantities multiplied by the unit price.

5.1.4 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

Definitions

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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

Breach Of Terms Of The Legislation

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

Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Certification And Disclosure Requirements

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

State Treasurer Review

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

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

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

5.1.4.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

SOURCE DISCLOSURE REQUIREMENTS

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

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

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

BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

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

6.0 GENERAL TERMS AND CONDITIONS FOR BIDS AND CONTRACTS

6.1 AFFIRMATIONS

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

6.1.1 IFB OBLIGATIONS

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

6.1.2 EPA REQUIREMENTS

Not Applicable

6.1.3 RESPONSIBILITIES OF THE CONTRACTOR

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

- A. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the CONTRACTOR under this Contract. For all environmental measurements or data generated under this Contract, the CONTRACTOR shall comply with the quality assurance requirements in Section 8.0 of this IFB. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
- B. The CONTRACTOR shall perform the professional services necessary to accomplish the work specified in this Contract in accordance with this Contract.
- C. The STATE'S approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of his work. The STATE'S review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this Contract or of any cause for action arising out of the performance of this Contract.
- D. The CONTRACTOR shall be responsible for work performed by any subcontractors hereunder and will hold the STATE harmless for any claims by these subcontractors arising out of this contract.
- E. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the STATE caused by the CONTRACTOR'S negligent performance of any of the services furnished under this Contract.
- F. The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances under this Contract or STATE law and in no way diminish any other rights that the STATE may have against the CONTRACTOR for faulty materials, equipment or work.

6.1.4 COVENANT OF NON-COLLUSION

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

including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any STATE employee, officer or official.

- B. In connection with this contract, the CONTRACTOR shall not pay, offer to pay, or agree to pay, either directly or indirectly, in connection with this contract, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any STATE officer or employee or special STATE officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or in the Department of Environmental Protection or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- C. The CONTRACTOR shall report in writing to the Attorney General and the Executive Commission on Ethical Standards the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any STATE officer or employee or special STATE officer or employee from any other STATE vendor.
- D. The CONTRACTOR shall not influence, or attempt to influence or cause to be influenced, any STATE officer or employee or special STATE officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. The CONTRACTOR shall not cause or influence, or attempt to cause or influence, any STATE officer or employee or special STATE officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the CONTRACTOR or any other person.

6.1.5 COVENANT AGAINST CONTINGENT FEES

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

6.1.6 NON-DISCRIMINATION

During the performance of this Contract the CONTRACTOR warrants that:

- A. The CONTRACTOR will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, handicap or sex. The CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, handicap or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants, will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, handicap or sex.
- C. The CONTRACTOR will, where applicable, send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers of the CONTRACTOR'S commitments and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- D. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and 10:5-31 through 10:5-38, dealing with discrimination in employment on public contracts, and the rules

and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

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

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

6.1.7 PREVAILING WAGE

A. New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 (NJSA 34:11056.2 et seq.) is made part of every contract entered into by the STATE where applicable. The Bidder's signature on the Bid is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act.

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

6.1.8 CLEAN AIR AND WATER CERTIFICATION

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

6.1.9 LEGAL COMPLIANCE

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

6.1.10 FIRM PRICES

The bidder agrees to hold the bid prices firm for at least one hundred twenty (120) days following the bid opening date to allow the STATE to evaluate his bid and make an award. If awarded a Contract, the CONTRACTOR agrees not to raise the bid prices for the duration of the Contract.

6.1.11 ONGOING OBLIGATION TO FURNISH REQUIRED INFORMATION

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

6.1.12 CONFLICT OF INTEREST

The STATE will seek recovery of the costs of the cleanup of specific sites from any and all responsible parties and must anticipate the possibility of litigation with one or more of these parties. In order to avoid a conflict of interest or the appearance of a conflict, the STATE requires that the Bidder disclose on a "Conflict of Interest Certification", Attachment 6, any work he or she has done on the site of this Contract and any contractual or other business relationship occurring during the preceding five years between the Bidder, or any professional engineering subcontractor, and any person or entity who is or may be responsible for the cleanup costs at the site.

In evaluating bids, the State will consider whether and to what extent the bidders have done prior work on the site or have, or have had, business relationships with parties potentially responsible for hazardous wastes at the site covered by this contract and will determine whether potential conflicts of interest exist

sufficient to disqualify a bidder for this contract. The nature, extent, volume and time frames of any such business relationships will be considered.

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

The bidder, including each venturer of a joint venture, and each subcontractor, must disclose as part of the bid submission any work that the bidder has done on, or in regard to, the site of this project and the other site(s) listed in Attachment 6, and any contractual or other business relationship occurring during the past five years between the bidder/subcontractor and any of the persons or entities listed on Attachment 6 as Potentially Responsible Parties for the site.

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

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

6.1.13 CONFLICT OF OBLIGATIONS

The bidder hereby affirms that he shall not, during the period described below, perform any other work on the Site of this contract or on any of the other site(s) listed on Attachment 6 or enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of this contract, with persons or entities listed as Potentially Responsible Parties (PRP) in this IFB nor with any of their parent corporations, subsidiaries, or successors, nor with any independent legal representative acting on behalf of said parties without the express written permission of the Commissioner of the New Jersey Department of Environmental Protection.

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

6.2 CONTRACT INTERPRETATION AND ADMINISTRATION

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

6.2.1 LAW GOVERNING CONTRACT

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

6.2.2 FEDERAL REGULATIONS

Not Applicable.

6.2.3 CONTRACT PARTIES

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

6.2.4 REMEDIES

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

- A. The CONTRACTOR must submit all requests for extra time and compensation, claims and disputes to the STATE within the time-frames specified in this Contract (for example; see Section 6.5 for Change Orders and Claims).
- B. The CONTRACTOR shall initially submit any questions, concerns, disputes, claims and requests to the NJDEP Site Manager.
- C. Failing informal resolution through the Site Manager, the CONTRACTOR shall submit the matter to the Director, Division of Remediation Management and Response, Department of Environmental Protection for informal administrative proceedings conducted through either the NJDEP or the Division of Purchase and Property.
- D. The conduct of any informal resolution or administrative proceeding shall not stay the operation of the statute of limitations for claims contained in the Contractual Liability Act NJSA 59:13-5.
- E. In the event that any claim or dispute arises during the performance of the Contract, the CONTRACTOR shall, unless ordered by the STATE, continue to perform the Contract and any Change pending final resolution of the claim or dispute.

6.2.5 CONSEQUENCE OF COLLUSION AND THE PAYMENT OF GRATUITIES

- A. If the STATE finds, after notice and an opportunity for hearing, that the CONTRACTOR or any of the CONTRACTOR'S agents or representatives, in violation of the covenant of non-collusion contained herein, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the STATE or EPA in an attempt to secure a Contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the STATE may terminate this Contract. The STATE may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the STATE bases such findings shall be in issue and may be reviewed in proceedings under the Remedies Clause of the Contract.
- B. In the event this Contract is terminated as provided above, the STATE may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR, and as a penalty, in addition to any other damages which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the STATE) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurred in providing any such gratuities to any such officer or employee. Nothing herein shall limit the STATE from pursuing any criminal or quasi-criminal remedy against the CONTRACTOR, or from taking any action to debar, suspend or disqualify the CONTRACTOR from STATE contracting.

6.2.6 CONSEQUENCE OF PAYMENT OF CONTINGENT FEES

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

6.2.7 CONFLICT OF TERMS

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

6.2.8 DISCLAIMER OF AGENCY RELATIONSHIP

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

6.2.9 COMPUTATION OF TIME

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

6.2.10 AVAILABILITY OF FUNDS

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

6.2.11 FOREIGN CORPORATION

As a condition of contract award, any vendor who is incorporated outside of the STATE must file a Certificate of Authority with the Secretary of STATE at the Department of State, State House, Trenton, New Jersey, and send a copy to the procurement specialist for this IFB within ten days of the Notice of Intent to Award. (See Section 7.5)

6.2.12 SERVICE OF PROCESS

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

Within 10 days of receipt of any such process, the Director shall transmit it by certified mail to the CONTRACTOR.

6.2.13 "OR EQUAL" MATERIALS AND EQUIPMENT

Except where the specifications explicitly prohibit an alternative, the Contractor may offer an "or equal" alternative to any material or equipment which is indicated or specified by patent, proprietary name, name of manufacturer, or catalog number. If the words "or equal" are not explicitly appended to the specification, any such specification shall, nonetheless be deemed to be followed by the words "or equal", and the Contractor may propose an "or equal" alternative to the specified material or equipment.

6.3 LICENSES, PERMITS AND CERTIFICATES

6.3.1 MAINTENANCE OF LICENSES

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

6.3.2 ADVERSE NOTIFICATION

The CONTRACTOR shall promptly notify the STATE of any disciplinary action or change in the status with regard to any license, permit or other authorization required by law or this IFB.

6.3.3 NOTICE OF EPA DISCIPLINARY ACTION

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

6.3.4 NON-COMPLIANCE WITH LABORATORY STANDARDS

After the award of a contract and throughout the duration of the contract, the laboratory of any CONTRACTOR or subcontractor providing laboratory services pursuant to this contract must continuously be in compliance with the requirements and standards specified in Appendix B; Analytical Protocols and Laboratory Certification. Prior to the performance of any analytical work pursuant to this contract, the laboratory must submit all required documentation as set forth in Section 8.2.4. This information shall be submitted as part of the CONTRACTOR'S Field Sampling Plan - Quality Assurance Project Plan (FSP-QAPP). No laboratory work shall be performed without the written approval of NJDEP. If the STATE becomes aware either through inspections or another source of information, that the laboratory of the CONTRACTOR or its subcontractor is not in compliance with said standards, such non-compliance shall be sufficient grounds to permit the STATE to suspend work with the CONTRACTOR until an acceptable substitute laboratory can be engaged or terminate this contract with the CONTRACTOR. Any substitution of laboratories shall be at no additional cost to the STATE.

6.4 LIABILITY, INSURANCE AND SECURITY

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

6.4.1 COPYRIGHT AND PATENT LIABILITY

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

6.4.2 INDEMNIFICATION BY THE CONTRACTOR

The CONTRACTOR shall defend, indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or alleged to arise out of any act, error, or omission in the performance of this contract resulting from the negligence, gross negligence, willful misconduct, internal tort, fraud, bad faith, or criminal behavior of the CONTRACTOR, his agents, servants, employees and subcontractors. The

CONTRACTOR shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the STATE for which indemnification is provided under this paragraph, the CONTRACTOR shall, at his own expense, satisfy and discharge the same. The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR, along with full and complete particulars of the claim. If the suit is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the STATE or its representatives.

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

6.4.3 GENERAL INSURANCE PROVISIONS

This Invitation For Bids (IFB) requires certain insurance.

A. CONTRACTOR'S INSURANCE

1. REQUIRED INSURANCE

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

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

B. SUBCONTRACTORS INSURANCE

1. Subcontractors doing work at the site must satisfy the same insurance requirements and provide the same documentation as the bidder.
2. Subcontractors providing only consultation or other off-site services and not performing work at the site must satisfy the statutory workers compensation and employees liability insurance requirements of this IFB.
3. Subcontractors providing either transportation and disposal or both must satisfy the insurance requirements of Section 6.4.4 D of this IFB.

C. COST OF INSURANCE AND OTHER LIABILITY GUARANTEES

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

6.4.4 INSURANCE SPECIFICATIONS

A. COMPREHENSIVE GENERAL LIABILITY COVERAGE

The CONTRACTOR and any on-site subcontractor is required to procure and maintain at his own expense comprehensive general liability insurance (CGLI) for work under this Contract of at least one (1) million dollars per occurrence and in the aggregate. This coverage may include an exclusion for pollution claims. This requirement must be satisfied by CGLI with coverage as broad as the standard

coverage form currently in use in the STATE OF NEW JERSEY which shall not be circumscribed by any endorsement limiting the breadth of coverage, other than an exclusion for pollution claims.

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

B. PROFESSIONAL LIABILITY INSURANCE

Not Required

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

D. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

6.4.5 CERTIFICATES OF INSURANCE

- A. As a condition of receiving a contract award and a precondition for executing a formal contract hereunder, the bidder must submit certificates for all insurance required for the CONTRACTOR and any subcontractors.
- B. Insurance shall be procured from insurance companies admitted or approved to do business in the STATE OF NEW JERSEY. Insurance certificates shall be from licensed insurance brokers or agents. The broker or agent must submit with the insurance certificates a signed copy of Supplement B or its equivalent detailing the nature of the CONTRACTOR or subcontractors insurance coverage.
- C. Insurance certificates submitted for this Contract must specify:
- The insurance companies;
 - The effective dates of the policies; and
 - The levels of policy coverage.
- D. In addition, on Supplement B or other equivalent document, the broker or agent must specify:
- Whether the policies operate on a claims-made or occurrences basis;
 - Whether there are any exclusions attached to the policies which might relate to work hereunder Contracted for by the STATE;
 - Whether any "pollution exclusion" is attached to the policies and whether such exclusion operates to bar any claims on a project involving hazardous wastes or merely to bar pollution-related claims on such a project;
 - Whether the policies' limits apply individually to each site-specific Contract or generally to all work everywhere performed by the CONTRACTOR; and

- Whether the policies cover the cost of defense against claims.
- E. The certificates shall provide for thirty (30) days notice, in writing, to the STATE prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Contract. The CONTRACTOR shall further be required to provide the STATE with valid certificates of renewal of the insurance upon the expiration of the policies. The CONTRACTOR shall also, upon request, make available for review at the STATE'S offices copies of each policy required under the Contract certified by the agent or underwriter to be true copies of the policies provided to the CONTRACTOR.
- F. In the event that the CONTRACTOR provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the CONTRACTOR is required by terms of this Contract to maintain insurance, said certificates shall be acceptable, but the CONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance in accordance with the foregoing provisions, except as otherwise provided in this section.
- G. The CONTRACTOR is responsible for providing and maintaining evidence of subcontractors' compliance with the insurance requirements of this contract.
- H. All certificates and copies of insurance policies shall be forwarded to:

Leonard Romino, Assistant Director
Division of Remediation Support
Bureau of Contract Management & Procurement Services
401 East State Street, 6th Floor, P.O. Box 413,
Trenton, NJ 08625-0413

6.4.6 MAINTENANCE OF INSURANCE

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

6.4.7 DISCLAIMER

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

6.5 PROJECT SCHEDULE, CHANGE ORDERS, TERMINATION AND EXTENSIONS

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

6.5.1 WORK SCHEDULES

The period of performance for this contract is **thirty-six (36) months** from the execution by the Director, Division of Purchase and Property of a formal contract for all tasks of this IFB.

The State will issue a Purchase Order to the CONTRACTOR at the beginning of each of the three (3) contract years subject to the availability of funds as detailed in Section 6.2.10.

6.5.2 DELAY BY CONTRACTOR

- A. The CONTRACTOR is responsible for completing the Scope of Work (Section 8.0) according to the approved project work schedules. Any unauthorized delay may subject the CONTRACTOR to Contract Termination.
- B. The STATE may authorize an extension of either the schedule for individual tasks within the project or the schedule for the whole project on a day-to-day basis for delays caused by events which could not reasonably be anticipated and which are beyond the control of the CONTRACTOR. Such causes include, but are not limited to, actions by employees or other Contractor's employed by the STATE, unanticipated work changes ordered by the STATE, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension orders.
- C. The CONTRACTOR must request authorization for a schedule extension promptly when he learns of the potential cause for delay and in any case, written confirmation and justification of the delay must be submitted within 5 days of the event which caused the delay. The CONTRACTOR must submit any request for extension to the Site Manager.
- D. Any extension of a task schedule within the overall project schedule must be approved in writing by NJDEP. Any extension of the project schedule must be approved as a written change order by both NJDEP and the Director.

6.5.3 WORK STOPPAGE ORDER/SUSPENSION OF WORK

- A. The NJDEP and/or the Director may, at any time, direct the CONTRACTOR to stop work under this contract where it is determined that continuance of work may detrimentally impact the health and safety of persons on the site or in the community at large.
 - 1. In cases of emergency, the Site Manager may orally direct the CONTRACTOR to immediately stop all work or portions of work for cause, and such order may last for up to 72 hours. The reason for the order must be stated orally by the Site Manager and shall be confirmed in writing. The Site Manager may orally lift a Work Stoppage Order prior to the end of the 72 hour period if and when the conditions that caused the Work Stoppage no longer exist.
 - 2. Any Work Stoppage Order beyond 72 hours shall be issued in writing by the STATE.
- B. The STATE may order the CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work performed under this Contract for such period of time as the STATE may determine to be appropriate for the convenience of the STATE.
- C. Where the Work Stoppage or Suspension is not the result of the CONTRACTOR'S fault, the CONTRACTOR may be eligible to file a request for additional compensation for delay caused by the STATE as described in Section 6.5.4.

6.5.4 CLAIMS

- A. The CONTRACTOR may file a claim for additional compensation and/or additional time as a result of a change order or changed condition, or as a delay in the work caused by the STATE if the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the STATE in its administration of the Contract or by the STATE'S failure to act within a time specified in this Contract (or if no time is specified, within a reasonable time). The STATE shall make an equitable adjustment for any increase in the time and/or the cost of performance of this Contract (excluding profit) necessarily caused by a change or changed condition or unreasonable suspension.
- B. No adjustment shall be made under this clause for any change or suspension to the extent:

1. It is caused by the fault or negligence of the CONTRACTOR; or
 2. The performance would have been so changed, suspended, delayed or interrupted by any other cause, including the negligence of the CONTRACTOR, or
 3. An equitable adjustment is provided for or excluded under any other provision of the Contract; or
 4. The delay was such as could reasonably be expected by the CONTRACTOR as part of a project of this sort and therefore should have been anticipated in his bid proposal.
- C. No compensation under this clause shall be allowed:
1. Unless the CONTRACTOR notifies the STATE forthwith of any act or omission by the STATE which will cause a delay or increase in cost in the CONTRACTOR'S work. If possible, notice should be given before the change or delayed work is begun. In any case, an Initial Notice of Claim, Contractor Claim Form #1 (IFB Appendix J) must be submitted to the NJDEP Site Manager no later than five (5) days from the date of the alleged change order, changed condition or delay; and
 2. Unless the CONTRACTOR justifies the claim by submitting an Analysis and Documentation of Claim, Contractor Claim Form #2 (IFB Appendix J), within thirty (30) days of the change order, changed condition or delay which gave rise to the claim.
- D. Other than the causes specified herein, the Contractor shall not be eligible for any damages or compensation for claims under this Contract.

6.5.5 REDUCTION IN SCOPE OF WORK

- A. The STATE shall have the option in its sole discretion to consider a project, or any task or subtask thereof, completed before all of said task or tasks have been performed, whenever in the judgment of NJDEP, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced Scope of Work.
- B. Where the STATE intends to reduce the Scope of Work, the STATE shall attempt to develop a change order as follows:
1. The NJDEP shall notify the CONTRACTOR in writing as to which tasks will be reduced or eliminated.
 2. Upon receipt of the notice, the CONTRACTOR shall submit to NJDEP within five (5) working days an itemization of the work effort already completed for each task, and the work effort which will be required in each task to complete the new Scope of Work.
 3. If NJDEP approves the CONTRACTOR'S proposed work effort, the STATE shall issue a written change order for the work to be deleted.
 4. The Contract price shall be reduced and the CONTRACTOR shall be compensated in accordance with the applicable unit prices and the partial payment (See Section 6.10.3) provisions of the Contract. The STATE shall have no further liability for any work eliminated from the CONTRACTOR'S Scope of Work.

6.5.6 CHANGE ORDERS

- A. Any modifications of the price, Scope of Work or terms and conditions of the contract must be done by written change order approved by the Director.
- B. The Director may at any time, without notice to any surety, issue a written change order which changes the work within the general scope of this contract, including but not limited to changes:
1. In the specifications (including drawings and designs);
 2. In the time, method or amount of performance of the work; and

3. In the facilities, equipment, materials, or services which will be furnished by the STATE.
- C. The Director may recognize as a change order any other written order (including a direction, instruction, interpretation or determination) which has been authorized by the Director and which the Director determines has caused a change in the work, provided the CONTRACTOR has given the STATE timely written notice in the form of an Initial Notice of Claim, Contractor Claim Form #1, within five (5) days of the STATE'S written order stating the date, circumstances and source of the State's order and why the Contractor regards the order as a change in the work. The Contractor must justify the claim through submission of an Analysis and Documentation of Claim, Contractor's Claim Form #2 within thirty (30) days of the alleged change order.
 - D. The Director may also authorize a change order where the CONTRACTOR encounters a delay caused or approved by the STATE or where the NJDEP has asked the CONTRACTOR to perform emergency services which could not await the execution of written authorization from the Director.
 - E. If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the work under this contract, the Director shall make an equitable adjustment of the price and/or schedule for the contract.
 - F. Except as provided in this clause, no order, statement or conduct of the STATE shall be treated as a change order or entitle the CONTRACTOR to an equitable adjustment.
 - G. No request by the CONTRACTOR for any equitable adjustment shall be allowed if made after final payment for work under this contract.
 - H. Except for emergency services specifically authorized as such by the NJDEP, no services beyond the contract's requirements for which the CONTRACTOR expects additional compensation should be furnished without the written authorization of the Director.
 - I. No change order or claim by the CONTRACTOR will be processed until the STATE'S Contract Modification Proposal and Acceptance Form (DWM-042) has been completed, signed and submitted by the CONTRACTOR.
 - J. The CONTRACTOR expressly waives the rights to any claim for payment unless the CONTRACTOR has given timely written notice to the STATE within thirty (30) days of the cause or event which gives rise to the claim. This notice must include the date, circumstances and source of the cause or event which gave rise to the claim and must contain an itemization and total of the additional time and/or compensation claimed.

6.5.7 TERMINATION

- A. This Contract may be terminated:
 - 1. In whole or in part by the STATE in the event of a material default or substantial failure of the CONTRACTOR to fulfill the Contract;
 - 2. In whole by the CONTRACTOR in the event of substantial failure by the STATE to fulfill its Contract obligations;
 - 3. In whole or in part by the STATE for its convenience.
- B. Termination may be effected only after giving the other party:
 - 1. No less than ten (10) days written notice by certified mail; and,
 - 2. An opportunity for consultation.
- C. Upon termination, the STATE shall determine an equitable adjustment of the Contract price as follows:

1. If termination for default is effected by the STATE, an equitable adjustment in the price provided for in this Contract shall be made for work successfully completed prior to termination, but (a) no amount shall be allowed for anticipated costs or profit on unperformed services or other work, (b) no amount shall be allowed for termination settlement costs incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination, and (c) any payment due to the CONTRACTOR at the time of termination may be reduced to cover any additional costs to the STATE because of the CONTRACTOR'S default.
 2. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the STATE, an equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, and for termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination. The equitable adjustment shall include a reasonable profit for services or other work performed but no anticipated profit for work not performed.
- D. Upon receipt of a termination notice, the CONTRACTOR shall:
1. Promptly discontinue all affected work (unless the notice directs otherwise), and
 2. Deliver or otherwise make available to the STATE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract, whether completed or in process.
- E. Upon termination, the STATE may take over the work and award another Contract to complete the work.
- F. If after termination for failure of the CONTRACTOR to fulfill Contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill the Contractual obligations, the termination shall be deemed to have been for the convenience of the STATE.

6.5.8 EXTENSION OPTION - TWO YEARS

- A. If, in the opinion of the Director it is in the best interest of the STATE to extend any contract entered into as a result of this IFB, for a period of up to two (2) years, on a no more than one (1) year at a time basis, the CONTRACTOR will be so notified of the Director's intent at least thirty (30) days prior to the expiration date of the existing contract. The CONTRACTOR must respond within fifteen (15) days of the receipt of such notification. If the extension proposed by the Director is acceptable to the CONTRACTOR, at the original Term Contract prices for contract year 3, notice of extension will be given to the CONTRACTOR by the Director, in writing.

6.6 ADDITIONAL WORK REQUIREMENTS

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

6.6.1 STATE ENERGY CONSERVATION PLAN

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

6.6.2 COOPERATION WITH OTHER STATE CONTRACTORS

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

6.6.3 ENVIRONMENTAL PROTECTION

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

6.6.4 GEOGRAPHICALLY BASED DATA

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

6.7 AUDITS AND LEGAL ASSISTANCE

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

6.7.1 LEGAL ASSISTANCE

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

6.7.2 EVIDENCE DOCUMENTATION

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

6.7.3 AUDITS AND RECORDS

The following record keeping procedures apply to this Contract:

A. STATE FUNDED WORK

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

B. USEPA FUNDED WORK

Not Applicable.

6.8 SUBCONTRACTS, SUBSTITUTIONS AND ASSIGNMENTS

6.8.1 SUBCONTRACTING

Subcontracting is permitted under this IFB and contract. However, every subcontractor must be approved by the STATE, and for every subcontractor proposed in this bid, appropriate documentation must be submitted as described in Section 5 of this document.

A. RESPONSIBILITY FOR SUBCONTRACTOR

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

B. SUBCONTRACTOR CONTRACT FORMS

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

C. PAYMENTS DUE SUBCONTRACTORS

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

- D. This contract may contain requirements for set-aside subcontracting. See Section 5.2.E of this IFB for a description of the Notice of Intent to Subcontract Form and Subcontractor Utilization Plan that must be submitted with the bid proposal.

E. ADDITION OR SUBSTITUTION OF SUBCONTRACTORS

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

1. Explain why the subcontractor cannot be provided and/or the new subcontractor is needed;
2. Demonstrate that the qualifications of any new subcontractors are sufficient and that any substitution is equal to or better than any originally proposed subcontractor;
3. Warrant that the addition or substitution will be provided at no additional cost to the STATE; and
4. Provide for the new subcontractor all the mandatory submissions and information which are required by the IFB subcontractors. Prior approval of any addition or substitution must be received from both the Director and the NJDEP.

F. FEDERAL REQUIREMENTS FOR SUBCONTRACTOR

Not Applicable.

6.8.2 SUBSTITUTIONS OF PERSONNEL

If, during the course of the Contract, the CONTRACTOR finds that he cannot provide CONTRACTOR or subcontractor personnel who have been designated as key personnel as proposed in the bid proposal, the CONTRACTOR may provide substitute personnel with approval from the STATE. Such request for this approval must include the following:

- A. Explain the reasons why the original person(s) cannot be provided;
- B. Demonstrate that the qualifications of the substitution are equal to or better than the originally proposed person(s);
- C. Warrant that the substitution will be provided at no additional cost to the STATE; and
- D. Include a resume and any other information which was required by this IFB for the original person(s).
- E. Prior approval of any substitution must be received from the Director of the Division of Remediation Management and Response.

6.8.3 ASSIGNMENT OF CONTRACT

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

6.9 OWNERSHIP AND DISSEMINATION OF INFORMATION AND MATERIAL

6.9.1 DISSEMINATION OF INFORMATION

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

6.9.2 OWNERSHIP OF MATERIAL

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

6.9.3 STATE PATENT RIGHTS AND COPYRIGHTS

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

6.9.4 FEDERAL PATENT AND COPYRIGHT REGULATIONS

Not Applicable.

6.9.5 CONFIDENTIALITY

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

A. Confidential information shall include:

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

B. It is further agreed that:

1. The CONTRACTOR may release such information to third parties only to the extent it has obtained the written consent of the Director of the Division of Remediation Management and Response and either the Deputy Attorney General or the Regional Counsel of USEPA Region II, whichever is handling the matter. It is the intention of the parties that the confidentiality matters coming within this Contract shall continue beyond the completion of all the work involved in this Contract, unless specifically waived in writing by the STATE OF NEW JERSEY and USEPA as specified herein.
2. Any information that was already known to the CONTRACTOR prior to the issuance of this IFB or its disclosure to the CONTRACTOR by the Department of Environmental Protection; any information that is or became publicly available, and is rightfully received by the CONTRACTOR from third parties without accompanying secrecy obligation; or any information that is approved by NJDEP for the CONTRACTOR to release shall not be considered confidential.
3. Upon request by the Department of Environmental Protection, or upon termination or expiration of this Contract, the CONTRACTOR shall deliver to the Department of Environmental Protection all items including but not limited to drawings, blueprints, descriptions, or other papers or documents which may contain any confidential information. The CONTRACTOR shall be permitted to retain a copy of all such materials for its own confidential files.
4. Nothing contained herein shall be interpreted to interfere with or impose any limitation on the expression of professional judgment by the CONTRACTOR within the content of its reports nor shall it restrict disclosure required of the CONTRACTOR by STATE or Federal Law.

6.10 PRICES AND PAYMENTS

6.10.1 COMPENSATION FOR UNIT PRICE (UP) BID ITEMS

6.10.1.1 UNIT PRICES

For each Bid Item that is identified as a Unit Price (UP) Bid Item on the Price Schedule the CONTRACTOR will be paid for those units of work that are actually needed for the successful completion of the work. No escalation of unit prices will be allowed regardless of whether or not the Contract runs beyond its original time schedule.

Progress payments will be made not more frequently than once per month after successful completion of units of work. Progress payments shall be made upon presentation to the NJDEP and acceptance by the NJDEP of itemized billings certified by the NJDEP Site Manager. These itemized billings shall be accompanied by the Monthly Project Progress Reports required in the Scope of Work, IFB Section 8.0 below, and must reflect the activities detailed in that report. Retainage shall be withheld by NJDEP in accordance with Section 6.10.4.G. Progress payments will not be made for any work, including any laboratory analytical work, which is not acceptable to the NJDEP. The STATE will not pay for any analytical data that is rejected under NJDEP QA/QC validation, but may make partial payment for "qualified data" (data that is considered acceptable for use with qualifications).

6.10.2 NOT APPLICABLE

6.10.3 PARTIAL PAYMENT

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

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

6.10.4 PROCEDURES FOR PAYMENT

Payment will be conditioned on the following:

A. DELIVERABLES

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

B. INVOICES

All invoices submitted must indicate the name of the Contract and the name and address of the CONTRACTOR. Invoices must indicate the task and contract or change order (if applicable) for which they apply. The invoices will be submitted to the NJDEP. Payment is contingent upon the STATE'S certification of itemized bills referenced to Bid Items and deliverables.

- 1. Any invoice for compensation pursuant to a change order delay claim or other request for additional compensation beyond the Contract amount must be accompanied by documentation sufficient and adequate for the STATE to recognize and accept the invoice.
- 2. All work items necessary to perform work in this IFB shall be calculated by the bidder and included on the price schedule. Any specific work items not expressly noted on the price schedule are to be considered overhead and are to be included as part of the prices shown on the price schedules. No payments shall be made to the CONTRACTOR for expenses other than those shown on the price schedule unless a change order is issued. It is NJDEP's intent to pay invoices after the completion of each specific line item.

C. PAYMENT TO SMALL BUSINESS SUBCONTRACTORS

Not Applicable

D. PAYMENT OF OBLIGATIONS

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

E. REJECTED INVOICES

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

F. DISCOUNTS

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

G. RETAINAGE

The STATE will retain 5% of the total amount of each invoice submitted for all work performed pursuant to this IFB. Retainage on fixed price or unit price task amounts will be released annually at completion of all work and STATE acceptance of all deliverables. Retainage on all other task amounts will be released at completion of final audit and/or satisfactory resolution of any audit question. Partial release of retainage consistent with audit findings may be authorized for unquestioned costs at the completion of the audit.

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

H. FINAL PAYMENT AND RELEASE OF CLAIMS

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

I. SUBMISSION OF INVOICES (PAYMENT VOUCHERS)

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

Financial Support Services
Contracting & Financial Operations Element
NJDEP, Division of Remediation Support
401 East State Street, 6th Floor
PO Box 413
Trenton, NJ 08625-0413

6.10.5 PROMPT PAYMENT

- A. The New Jersey Prompt Payment Act (P. L. 1987, C. 184) mandates that STATE agencies pay invoices within sixty (60) days of either receipt of a properly executed STATE Invoice or receipt and acceptance of the goods/services, whichever is later. Failure of the STATE to process payment within this time frame may entitle the vendor to daily interest payments upon the unpaid obligation at a rate established by the STATE Treasurer.

- B. The Prompt Payment Act covers any person who is engaged in a trade or business, including private, nonprofit entities operating as CONTRACTORS, and who has a STATE contract requiring either single or multiple payments. The Act does not cover public utilities, government instrumentalities or third party CONTRACTORS.
- C. Any interest payments calculated on delinquent accounts as defined in the Prompt Payment Act will be paid by the appropriate STATE agencies on a separate STATE Invoice Form and shall be paid within thirty (30) days of payment of the original invoice. Interest will not be paid until it exceeds \$5.00 per properly executed invoice. Vendor signatures are not required on STATE invoices processed for interest payments.
- D. It is the intention of NJDEP to expeditiously process for payment all properly executed invoices. STATE agencies will notify CONTRACTORS in writing within thirty (30) days of any defect or impropriety in any STATE invoice submitted for goods or services provided which would prevent the running of the time period specified (sixty days). The cooperation of vendors is required not only to assure that properly executed invoices are submitted, but to ensure that any other associated documentation (e.g. change order) is also executed in a timely fashion.

6.10.6 PRICE SCHEDULE PAYMENTS

The specific payment terms for the Bid Items contained in the Price Schedule are identified in this section. The CONTRACTOR shall review these terms in conjunction with Section 8.0 et seq. of this IFB.

6.10.6.1 INITIAL CONTRACTOR TRAINING BID ITEMS

Initial training of the CONTRACTOR'S N-4 and/or N-2 operators per Section 8.2.2.A will be paid on a unit price basis. The total payment will be calculated by multiplying Bid Item 1 and Bid Item 2 unit prices by the respective number of training hours successfully completed by each operator, as determined by the NJDEP Operations Manager. No payment shall be made for the time spent traveling to and from the site or for meal breaks. Additionally and at the STATE'S discretion, no payment may be made for operators possessing site specific experience per Section 8.2.2.B. The cost of training the CONTRACTOR'S alternate licensed operators and the cost of training personnel of the subsequent successful bidder are expressly excluded from Bid Items 1 and 2.

6.10.6.2 HEALTH AND SAFETY PLAN BID ITEM

The CONTRACTOR shall receive the lump sum payment of \$4,000.00 per Bid Item 3 of the Price Schedule upon written acceptance by the STATE of the Health and Safety Plan specified in Section 8.2.3. No progress payments shall be issued for this plan. The lump sum payment shall be full compensation for all costs incurred by the CONTRACTOR in connection with the preparation, submittal, revision, and administration of the Health and Safety Plan.

6.10.6.3 QUALITY ASSURANCE PROJECT PLAN BID ITEM

The CONTRACTOR shall receive the lump sum payment of \$6,000.00 per Bid Item 4 of the Price Schedule upon written acceptance by the STATE of the Quality Assurance Project Plan specified in Section 8.2.4. No progress payments shall be issued for this plan. The lump sum payment shall be full compensation for all costs incurred by the CONTRACTOR in connection with the preparation, submittal, revision, and administration of the Quality Assurance Project Plan.

6.10.6.4 MONTHLY PLANT OPERATIONS BID ITEM

Monthly plant operations shall be paid on a unit price basis in accordance with Bid Item 5 of the IFB Price Schedule. The Bid Item 5 unit price shall be full compensation for the following as specified in Section 8.0 et seq.:

1. All costs incurred in connection with training of the subsequent contractor's operators pursuant to Section 8.2.2.D.

2. All health and safety-related expenses including, but not limited to, personnel protective equipment, air monitoring devices, and health and safety plan administration and modification pursuant to Section 8.2.3.
3. All costs associated with site security including central monitoring station service, pursuant to Section 8.3.
4. All costs associated with the plant crew specified in Sections 8.5.1 and 8.5.2, excluding the additional labor categories and services specified in Section 8.5.2.E and 8.5.2.F.
5. All costs associated with remote plant monitoring after-hours and for remote investigation and correction of abnormal operating conditions per Section 8.5.3.
6. All costs associated with operation and maintenance support items and services per Section 8.5.4.A.
7. All administrative costs incurred in connection with the management and procurement of spare parts, consumables, supplies, tools, and special services pursuant to Section 8.5.5.
8. All administrative costs incurred in connection with permit compliance and reporting pursuant to Section 8.5.6.
9. All costs incurred in connection with in-house laboratory monitoring and reporting pursuant to Section 8.5.6.
10. All costs incurred in connection with operation, maintenance, and adjustment of the potable water distribution and treatment system pursuant to Section 8.5.6.3. Spare parts, consumables, and analytical costs for the potable water system are included under separate Bid Items in the Price Schedule.
11. All costs incurred in connection with ground water elevation monitoring and reporting pursuant to Section 8.5.6.4.
12. All administrative costs incurred in connection with waste analysis and reporting pursuant to Section 8.5.7.
13. All costs incurred in connection with the preparation, submittal, and revision of the monthly operation reports, the final operation report, and the MBE/FBE utilization report pursuant to Section 8.5.10.
14. All costs incurred in connection with the lockout inspection and completion of punchlist items pursuant to Section 8.5.10.
15. All costs incurred in connection with record keeping at the site including, but not limited to, operator logs, laboratory logs, inventory tracking and updates, maintenance management system updates, operation and maintenance manual updates, and red-lining of the site as-built drawings.
16. All costs associated with usage, repair, and replacement of contractor-owned hand tools and equipment.
17. All costs related to sample collection.
18. All costs incurred in connection with monthly inspection and record keeping required for the portable fire extinguishers per Section 8.5.8.B. All other work required for the fire protection systems is payable according to the terms of Section 6.10.6.10.
19. All costs associated with snow and ice removal from the plant sidewalks and pump vaults per Section 8.5.9.C.

6.10.6.5 ADDITIONAL PLANT LABOR BID ITEMS

The additional labor identified in Section 8.5.2.E shall be payable on a unit price basis in accordance with the respective Bid Items 6, 7, 8, 9, 10 and 11. The payment shall be calculated by multiplying the respective unit price by the total number of hours worked on site by each labor category. Commutation costs to and from the site and meal breaks are not billable.

At the STATE'S discretion, the STATE may allow and pay for hours worked by a particular labor category at another location if the work is required or more efficiently performed off-site. The CONTRACTOR shall seek and receive the written concurrence of the NJDEP Operations Manager before allowing any labor category to perform work at an off-site location. No payment beyond the respective Bid Item unit price will be made for work performed at an off-site location.

The additional labor categories will be expected to perform the required tasks with those tools normally associated with those trades. No payment beyond the respective Bid Item unit price will be made for the use of ordinary tools or equipment of those trades.

With respect to the licensed pump installer or well driller, the plumber, and the electrician, the CONTRACTOR shall make arrangements to have alternate qualified personnel available for the same hourly rates specified in Bid Items 8, 9, and 10. This is necessary due to the potential scheduling backlog associated with these trades. Should the CONTRACTOR'S primary tradesman be unavailable for the task at hand, the alternate shall be called to perform the work. In any case, the necessary tradesman must be ready to be on site within 72 hours of receiving notification from the CONTRACTOR.

6.10.6.6 AFTER-HOURS SITE RESPONSE BID ITEMS

Payment for after-hours response to the site as specified in Section 8.5.3.C shall be calculated on a unit price basis per Bid Items 12 and 13 of the Price Schedule. The payment shall be calculated using the total number of hours spent on site and traveling to and from the site by either the licensed N-4 and N-2 operators or the operator trainee. Bid Item 12 shall be applicable if the after-hours response to the site is made by the N-4 or N-2 operator. Bid Item 13 shall apply if the after-hours response is made by the operator trainee.

6.10.6.7 GENERAL ALLOWANCE PURCHASES AND BID ITEM

Bid Item 14 establishes an annual general allowance of \$50,000.00 for the purchase of spare parts, consumables, supplies, tools, and special services that are required for operation and maintenance but that are excluded from the other Bid Items in the Price Schedule. The CONTRACTOR will be reimbursed for the direct cost, plus up to 10% markup, of the goods or services procured under this general allowance. This shall include, but not be limited to, all costs for obtaining vendor price quotations, paperwork preparation, and arranging for the purchase and delivery of the items or services. Purchases are subject to the following rules:

1. All purchases made under the general allowance clause must be proposed in writing by the CONTRACTOR and approved in writing by the STATE before the CONTRACTOR is authorized to proceed with the transaction.
2. Transactions of \$500 or less do not require price competition. A copy of the STATE'S written approval and the vendor's receipt must be submitted by the CONTRACTOR with the payment voucher.
3. For transactions over \$500 but not greater than \$17,500, the CONTRACTOR shall obtain telephone quotations, internet pricing or quotations, e-mailed quotations, or signed telefax quotations from at least three sources and purchase the item from the vendor offering the lowest total price. For these transactions, the CONTRACTOR shall submit a written summary of the telephone quotations (telefax copy is acceptable) for the STATE'S approval. A copy of the STATE'S written approval and the vendor's receipt must be submitted by the CONTRACTOR with the payment voucher.

4. For transactions over \$17,500 but not greater than \$27,000, the CONTRACTOR shall obtain sealed written quotations or signed telefax quotations from at least four sources. These quotations shall be opened by the CONTRACTOR on the designated due date in the presence of the NJDEP Operations Manager. A copy of the STATE'S written approval and the vendor's receipt must be submitted by the CONTRACTOR with the payment voucher.

6.10.6.8 CERTIFIED LABORATORY SAMPLE ANALYSIS AND REPORTING BID ITEMS

The CONTRACTOR shall be paid on a unit price basis for the following analytical work performed and reported by a certified laboratory or laboratories according to the requirements of Section 8.1.4 and Appendix B:

1. Bid Item 15 (Plant Effluent Compliance Monitoring, Excluding Acute Toxicity Testing) fully compensates the CONTRACTOR on a monthly basis for all of the costs associated with the analysis and reporting of the NJPDES permit equivalent parameters, excluding acute toxicity testing, as required by Section 8.5.6.1. Payment for acute toxicity testing is covered by Bid Item 16 as discussed below. At the CONTRACTOR'S option and expense, the CONTRACTOR may verify compliance with NJPDES permit equivalent parameters in-house if the CONTRACTOR is certified for analysis of the particular parameters pursuant to the requirements of Section 8.1.4. As a condition for payment, the CONTRACTOR must fulfill the data reporting requirements identified in Section 31 of Appendix B for the analyses performed under this Bid Item.
2. Bid Item 16 (Plant Effluent Acute Toxicity Testing) fully compensates the CONTRACTOR for all of the costs associated with the quarterly performance and reporting of acute toxicity testing as required by Section 8.5.6.1. As a condition for payment, the CONTRACTOR must fulfill the data reporting requirements identified in Section 31 of Appendix B for the analyses performed under this Bid Item.
3. Bid Item 17 (Plant Influent Monitoring) fully compensates the CONTRACTOR for all of the costs associated with the quarterly performance and reporting of plant influent analyses as required by Section 8.5.6.2.A. The certified laboratory or laboratories shall report the analytical results to the lowest possible detection limit for the methods utilized. As a condition for payment, the CONTRACTOR must fulfill the data reporting requirements identified in Section 31 of Appendix B for the analyses performed under this Bid Item.
4. Bid Item 18 (Potable Water System Annual Analysis) fully compensates the CONTRACTOR for all of the costs associated with the annual analysis and reporting of the potable water parameters identified in 8.5.6.3. As a condition for payment, the CONTRACTOR must fulfill the data reporting requirements identified in Section 31 of Appendix B for the analyses performed under this Bid Item.
5. Bid Item 19 (Waste Analysis for RCRA Characteristics, TPH, and PCB's) fully compensates the CONTRACTOR for all of the costs associated with the analysis and reporting of all waste samples necessary to determine whether a waste is hazardous or nonhazardous based on RCRA characteristics, TPH levels, and PCB levels per the requirements of Section 8.5.7. The waste may be a solid, liquid, or sludge. If additional parameters are required to be analyzed and reported, payment for the additional parameters shall be according to the general allowance procedures in Section 6.10.6.7. As a condition for payment, the CONTRACTOR must fulfill the data reporting requirements identified in Section 31 of Appendix B for the analyses performed under this Bid Item.

6.10.6.9 WASTE REMOVAL AND DISPOSAL BID ITEMS

The CONTRACTOR shall be paid on a unit price basis for the storage, loading, transporting, and disposing or recycling of the following wastes identified in Section 8.5.7. No demurrage charges or load rejection charges are allowed.

1. Nonhazardous trash and garbage disposal shall be payable on a monthly basis in accordance with Bid Item 20. It is anticipated that a three (3) cubic yard container will be on site to collect this garbage, and this container will be emptied weekly by a licensed trash hauler. The unit price includes all costs associated with this task, such as container rental, hauling, and tipping fees.

2. Bid Item 21 compensates the CONTRACTOR for all costs associated with a twenty (20) cubic yard roll-off container to be used for the storage of dewatered process sludge at the plant. The container must bear the appropriate State of New Jersey decal for nonhazardous waste transportation. The Bid Item unit price shall be full compensation for the provision of an appropriately licensed container, monthly container rental costs, container liner, and any delivery charges.
3. Nonhazardous sludge transportation and disposal to a licensed landfill shall be payable on a per ton basis according to Bid Item 22. The tonnage shall be calculated based on the difference between the waste hauler's gross and tare weights, as measured by the landfill scale and supported by weigh tickets. The Bid Item 22 unit price shall be full compensation for all costs associated with waste classification, profiling, facility acceptance, transportation, disposal, and associated documentation. It is anticipated this disposal will occur one (1) to three (3) times per year. As a condition for payment, the CONTRACTOR shall provide weigh tickets and executed bills of lading or similar documentation to verify that the waste has been received and accepted by the licensed facility for disposal.
4. Aqueous phase carbon transportation and recycling shall be payable on a per pound basis according to Bid Item 23. The total number of pounds shall be calculated based on the difference between the hauler's gross and tare weights, as measured by the recycling facility scale and supported by weigh tickets. The Bid Item 23 unit price shall be full compensation for all costs associated with carbon classification, profiling, facility acceptance, transportation, disposal, and associated documentation. The carbon shall be removed from the site in a high pressure truck, which at the same time shall deliver a supply of regenerated carbon as described in item 5 below. As a condition for payment, the CONTRACTOR shall provide weigh tickets and executed bills of lading or similar documentation to verify that the waste has been received and accepted by the licensed facility for recycling. Carbon removal may be required once or twice per year.
5. Replenishment of the aqueous phase carbon with regenerated carbon shall be payable on a per pound basis according to Bid Item 24. The total number of pounds shall be calculated based on the difference between the hauler's gross and tare weights, as measured by the carbon facility scale and supported by weigh tickets. The regenerated carbon shall be delivered to the site in a high pressure truck, and the CONTRACTOR is alerted that the truck is anticipated to be on site at least several hours, and possibly the entire work day, for the carbon transfer operation. Bid Item 24 shall include all costs associated with the provision and transfer of regenerated carbon, including the provision of analytical reports for the regenerated carbon from the carbon supplier.
6. Waste oil recycling shall be payable on a unit price basis according to Bid Item 25. The Bid Item unit price shall include all costs associated with waste handling and containerization, waste pick-up, transportation, and recycling at an oil recycling facility. This shall be performed in accordance with all State and Federal regulations. The CONTRACTOR shall appropriately document the removal and recycling of the waste oil as a condition for payment. It is anticipated that this recycling will occur once per year.
7. Emptying of the septic tank and removal of the septic wastes may be performed yearly and shall be payable on a unit price basis in accordance with Bid Item 26. This unit price shall be an all-inclusive price that covers all handling, containerizing, hauling, and disposal. This shall be performed in accordance with all State and Federal regulations.
8. Bid Item 27 applies to the off-site removal of small quantities of hazardous waste to a licensed disposal or transfer facility. An example of the waste which may be removed and disposed of under this Bid Item includes waste paints. This Bid Item shall be full compensation for waste classification, waste profiling, facility acceptance, handling, containerizing, removal, disposal, and all associated documentation. As a condition for payment, the CONTRACTOR shall submit the appropriate documentation to verify the waste quantity and the facility acceptance of the waste. This work shall be performed in accordance with all State and Federal regulations. It is anticipated that hazardous disposal will occur once or twice per year.
9. If either the dewatered process sludge or the aqueous phase carbon are analyzed and classified as a hazardous material, the CONTRACTOR shall handle and dispose of the material as a hazardous

waste. In this instance, a change order for the transportation and disposal of the hazardous materials will be necessary pursuant to the requirements of Section 6.5.6.

6.10.6.10 FIRE PROTECTION SYSTEMS BID ITEMS

Annual inspection and maintenance of the portable fire extinguishers, as required by Sections 8.5.8.A and 8.5.8.B, shall be payable on a unit price basis in accordance with Bid Item 28. Monthly inspection of the portable fire extinguishers is included in Bid Item 5, Monthly Plant Operations, as discussed in Section 6.10.6.4.

Periodic inspection, testing, and maintenance of the PEB and GEB fire protection systems will be required pursuant to Sections 8.5.8.A, 8.5.8.C, and 8.5.8.D. This work shall be payable twice per year on a unit price basis in accordance with Bid Item 29. The CONTRACTOR may request payment of the Bid Item unit price following (1) the completion of the first semi-annual inspection, testing, and maintenance of the carbon dioxide extinguishing system; and (2) the completion of the annual inspection, testing, and maintenance of the carbon dioxide extinguishing system. Bid Item 29 payments fully compensate the CONTRACTOR for all work required for the PEB and the GEB fire systems per the New Jersey Fire Code and the applicable NFPA standards.

As a condition of payment for Bid Items 28 and 29, the CONTRACTOR shall submit appropriate documentation, such as a service report, from the specially trained individual or firm retained by the CONTRACTOR which verifies that the required service was completed.

6.10.6.11 SNOW REMOVAL BID ITEMS

Bid Items 30 and 31 compensate the CONTRACTOR on a unit price basis for snow plowing and deicing material required by Section 8.5.9. Bid Item 30 shall be full compensation for all costs associated with snow removal from the site roads, building driveways, and building parking areas when the snow depth is measured at less than or equal to seven (7) inches. Bid Item 30 shall also apply for any plowing that is performed to alleviate snow drifts. Bid Item 31 shall be full compensation for all costs associated with snow removal from the site roads, building driveways, and building parking areas when the snow depth is measured at greater than seven (7) inches. Each Bid Item unit price will include all labor, equipment, materials and supplies needed to perform this work to the satisfaction of the NJDEP Operations Manager.

All costs associated with snow and ice removal from the plant sidewalks and pump vaults are included in Bid Item 5, Monthly Plant Operations, as discussed in Section 6.10.6.4.

6.10.6.12 PROCESS CONSUMABLES BID ITEMS

Certain process consumables will be payable according to the appropriate unit prices contained in Bid Items 32 through 41. The process consumables shall comply with the requirements as set forth in the operation and maintenance manual. The unit prices shall be full compensation for all costs including, but not limited to, freight, transportation, delivery, handling, container deposits, and pallets. No demurrage charges are allowed. The CONTRACTOR shall submit appropriate documentation of the delivery dates and quantities of consumables delivered as a condition for payment. The CONTRACTOR shall also submit specifications to the NJDEP Operations Manager upon request and at no additional cost for any consumable that is provided under Bid Items 32 through 41.

7.0 PROPOSAL EVALUATION AND CONTRACT AWARD

7.1 GENERAL CRITERIA

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

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

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

1. First, proposals will be checked against the criteria listed under IFB Section 4.3 (Mandatory Requirements and Minor Formalities). Those bids that are automatically rejected will not be reviewed further.
2. Second, the proposals will be checked for bid price and any mathematical errors will be corrected in accordance with IFB Section 7.3. The proposals will then be ranked according to price, the primary consideration in awarding this contract.
3. Third, the Evaluation Committee will evaluate the lower priced proposals to determine if they meet the criteria for a responsible and responsive bid as defined herein. Those proposals which have met the criteria for a responsible and responsive bid will then be evaluated based on price and other factors.

A. RESPONSIVENESS

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

A key component in the determination of a bidder's responsiveness will be the information provided on the project history forms and its conformance to the requirements of Section 5.1.

B. RESPONSIBILITY

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

1. Financial resources, insurance and other liability guarantees, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these.
2. Satisfactory performance record for completion of Contracts.
3. Accounting and auditing procedures adequate to control property, funds and assets, as required in this IFB and in 40 CFR Part 31 and 35, Subpart 0.
4. Demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor law and other statutory requirements under Part 31 and 35, Subpart 0 and New Jersey State law.

KEY COMPONENTS IN THE DETERMINATION OF A BIDDER'S RESPONSIBILITY INCLUDE:

- The organization and personnel proposed by the bidder, including both the primary contractor and any subcontractors.
- The qualifications and experience of personnel assigned.

C. EVALUATION BASED ON PRICE AND OTHER FACTORS

Provided a bidder has been determined to be responsive and responsible to the criteria established in A and B above, award will be made to the lowest priced bidder.

Consistent with the provisions of N.J.S.A. 52:34-12, a contract will be awarded to the responsive, responsible bidder whose bid provides the best value to the State, price and other factors considered.

D. IFB REQUIREMENTS, REQUESTS AND RESPONSES

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

1. The failure to comply with any provision which is preceded by "shall", "must" or "is required" may result in rejection of the bid as non-responsive if the provision is deemed a material deviation from the bidding specifications.
2. Any provision preceded by "should" or "is expected" is directory. As such, failure to comply with the provision will be considered negatively when evaluating the quality of the bid and when combined with other minor deviations may result in rejection of the bid as non-responsive.
3. Any provision which is preceded by "is requested" is precatory. As such, the provision indicates something that is desired by the State and for which a bidder will be given favorable consideration in the evaluation of bids. However, a bid will not be penalized for failing to provide an item which is merely requested.
4. The Director may waive any bidding specification which does not affect the integrity of the bidding process or materially affect the contract which the State seeks through the IFB.

E. CONFLICT OF INTEREST WITH RESPECT TO RESPONSIBLE PARTIES

In evaluating bids, the State will consider whether and to what extent the bidders have done prior work on the site or have, or have had, business relationships with parties potentially responsible for hazardous wastes at the site covered by this contract and will determine whether potential conflicts of interest exist sufficient to disqualify a bidder for this contract. The nature, extent, volume and time frames of any such business relationships will be considered. A list of Potentially Responsible Parties (PRP's) can be found on Attachment 6.

7.2 INVESTIGATIONS

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

7.3 BID DISCREPANCIES

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

7.4 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE

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

7.5 NOTICE OF INTENT TO AWARD

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

7.6 PRECONDITIONS FOR EXECUTION OF CONTRACT

A. Subsequent to the issuance of a Notice of Intent to Award a Contract, the Director will execute a formal Contract for the work under this IFB. As a precondition for final execution of a formal Contract, the bidder must submit the following documents to the Purchase Bureau. Unless the time frame is shortened by the Director for good cause or is extended by the Director at his discretion, these documents must be submitted within 10 days of receipt of the Notice of Intent. Failure to timely submit the documents may be deemed a material breach of contract and may result in rescission of the Notice of Intent and rejection of the proposed Contractor as non-responsive to the IFB. The proposed Contractor will also be liable for damage to the State for any delay in the proposed work for the differential between his bid price and the bid price of the next highest qualified bidder and/or the costs of rebidding the contract and for any other damages under law.

Prime Contractor Submissions:

- A. Insurance Certificate(s) covering insurance required in Section 6.4
- B. Certification of Insurance Form (Supplement B)
- C. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey.
- D. Certification of Authority to do Business in New Jersey (out of State corporations only).
- E. Certification of Compliance with MacBride Principles and Northern Ireland Act of 1989 (Supplement C).
- F. In the event that the award winning proposal is from a Joint Venture, a copy of the proposed joint venture agreement between the venture partners shall be submitted for review and approval by the State. This agreement shall address issues such as; 1) The management structure of the Joint Venture and the duties and authorities of the singular program manager who shall interface with the State on all contractual and technical matters, 2) The organization functioning to control all financial matters in interaction with the State and flow of payments between the Joint Venture partners under the contract, 3) The partner/corporate function assigned the lead position for quality control and health and safety control under the contract.
- G. Any other documentation of the bidder's proposal which is requested by this IFB or otherwise required by the State and which is still outstanding.

Subcontractor Submissions:

- A. Insurance Certificate(s) covering insurance required in Section 6.4
- B. Certification of Insurance Form (Supplement B)
- C. Ownership Disclosure Form (Attachment 3)

- D. Affirmative Action Supplement to Bid Specifications (Attachment 4)
- E. Hazardous Waste Contractor Disclosure Form (Attachment 5)
- F. Explanation of Past Problems Form (Attachment 7)
- G. Subcontractor Contract Form (Supplement A)
- H. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey.
- I. Certification of Authority to do Business in New Jersey (out of State corporations only).
- J. Any other documentation of the bidder's proposal which is requested by this IFB or otherwise required by the State and which is still outstanding.

8.0 SCOPE OF WORK

- A. The CONTRACTOR shall perform all operation and maintenance (O & M) activities required by IFB Section 8.0 et seq., the IFB Price Schedule, and the plant O & M manuals. The O & M manual prepared by O'Brien & Gere Operations, Inc. and updated by Chapman, Inc. is attached for reference as Appendix A. Additional information, such as the equipment manufacturers' O & M manuals and the as-built drawings, are available for review on-site only upon written request to the STATE Operations Manager. Any work that may be reasonably inferred from this IFB and the O & M manuals shall be supplied, whether or not it is specifically called for, at no additional cost to the STATE. The CONTRACTOR is responsible for inspecting, operating and maintaining the ground water treatment facility in strict conformance with the system operation and maintenance manuals.
- B. The CONTRACTOR shall use, maintain, and update computerized equipment maintenance management and operations software for the site. The maintenance management and operations software, at a minimum, assists the CONTRACTOR in asset management and overall performance of site operations from both on-site and off-site location(s) including, but not limited to, automating processes and process control; identification of scheduled maintenance activities and procedures; and tracking activities. Currently the O&M activities are assisted through the use of the MP2® system, by Datastream (now Infor Global Solutions) for computerized maintenance management system (CMMS); Control View® by Rockwell Automation, Inc. for Supervisory Control and Data Acquisition (SCADA); and pcAnywhere® by Symantec, Inc. for operator remote interfacing. The CONTRACTOR is to provide its own complete equipment maintenance management and operations package with no loss of current treatment system function or historical records. During the course of the contract, the CONTRACTOR shall recommend and implement changes or enhancements to the maintenance management and operations systems, as appropriate. The CONTRACTOR shall also regularly back-up (weekly as a minimum) the electronic files of the maintenance management system and any other computer application performed on site. Copies of the back-up files shall be maintained on-site and at designated off-site location(s). The STATE will not continue to use on this site any of the software currently in use that is licenced in the STATE'S name after the CONTRACTOR updates the equipment maintenance management and operations software for the site. The CONTRACTOR shall use its own recent version or otherwise obtain the latest versions of the software that is to be used at this facility. One copy of all the software used on-site shall also be licenced to the STATE. Initial updating of the maintenance and operating systems shall take place on an expedited basis after contract award. The only items the STATE is to provide for the equipment maintenance management and operations software updating are up to 2 new desk top computers with monitors and a new notebook computer for the facility. The computers are to be purchased by the Contractor under a computer allowance per Bid Item 43 as described in Section 8.5.5H. The CONTRACTOR may use the Programmer labor category per Section 8.5.2E.6 to assist in this work. Said Programmer assistance shall not include data entry. The CONTRACTOR shall own a server for use under this contract. The STATE will not purchase a server for use under this contract. Once the upgrade is complete the STATE shall choose up to three STATE employees to be granted read-only rights via the CONTRACTOR'S remote interfacing software or the Internet. The CONTRACTOR shall provide software manuals and reasonable technical assistance to these individuals on an as-needed basis. This Section excludes the CONTRACTOR'S provision of computer hardware and software for administrative functions per Section 8.5.4A.1.
- C. The CONTRACTOR shall perform unscheduled maintenance and repairs when necessary to ensure that the structures and equipment are in good working order.
- D. The CONTRACTOR shall provide competent crew and tradesmen as necessary to fulfill its contractual obligations under Sections 8.5.1 and 8.5.2 of this IFB.
- E. The CONTRACTOR shall respond to abnormal operating or site conditions after normal operating hours per Section 8.5.3 of this IFB.
- F. The CONTRACTOR shall inspect and maintain the site buildings and shall keep the office, laboratory, restrooms and common areas of the site neat and clean at all times. At the CONTRACTOR'S option and expense, a janitorial service may be hired.

- G. On a daily basis, excluding weekends and holidays, the CONTRACTOR shall record, at a minimum, the following information for each of the nineteen (19) ground water recovery wells: totalized flow, flow rate, elapsed time meter reading, and pump discharge pressure. The CONTRACTOR shall also routinely inspect and maintain recovery well piping, fittings, and instrumentation and shall adjust the operation as necessary in order to optimize ground water recovery.
- H. On a monthly basis, the CONTRACTOR shall measure and record the depth to water at each of the nineteen (19) ground water recovery wells. The CONTRACTOR shall use this information to complete the quarterly Private Water Diversion Reports for the site per IFB Section 8.5.6.4. The measurements shall be submitted to the STATE in hard and electronic copies.
- I. On a monthly basis, the CONTRACTOR shall measure and record the depth to water at each of up to seventy (70) monitoring wells and piezometers on site, outside the site fence, and nearby. The CONTRACTOR shall tabulate and submit this information to the STATE in hard and electronic copies as required per Section 8.5.6.4.
- J. The CONTRACTOR shall comply with all of the permit conditions and reporting requirements for the site per Sections 8.5.6. The CONTRACTOR shall also revise, update, or supplement the operation and maintenance manuals for the site when necessary in accordance with Section 8.5.10.
- K. The CONTRACTOR is responsible for the collection and analysis of all samples as necessary for process monitoring, permit compliance, potable water quality monitoring, or disposal per Sections 8.5.6 and 8.5.7 of the IFB.
- L. The CONTRACTOR shall inspect, service, test, and maintain the fire protection features in the PEB and GEB as required by all applicable codes and Section 8.5.8 of this IFB.
- M. The CONTRACTOR is responsible for the proper analysis, removal and disposal of trash and waste products generated during its operation and maintenance of the facility, as discussed in IFB Section 8.5.7.
- N. The CONTRACTOR is responsible for operating and maintaining a potable water treatment system at the site. The CONTRACTOR shall perform periodic sampling and analysis of the potable water per IFB Section 8.5.6.3. Food grade soda ash and resin for the system shall be procured in accordance with the general allowance procedure outlined in Section 6.10.6.7.
- O. The CONTRACTOR is responsible for the removal of snow from the site roads, building driveways and parking areas, plant sidewalks, and pump vaults per Section 8.5.9.
- P. The CONTRACTOR shall pump out and dispose of the waste in the plant septic system tank up to once a year per the requirements of Section 8.5.7.
- Q. The CONTRACTOR shall procure and manage all spare parts, consumables, supplies, and services necessary for the proper operation and maintenance of the site in accordance with Sections 8.5.2, 8.5.4, 8.5.5, and 6.10.6.7 of the IFB.
- R. The CONTRACTOR shall provide and obtain technical support as needed to efficiently and effectively operate, repair, and maintain the ground water collection and treatment system and the associated structures.
- S. The CONTRACTOR shall participate in plant operations training per Section 8.2.2 of the IFB.
- T. The quantities of work and materials scheduled in this IFB are estimated for bidding purposes. The actual quantities will vary according to the needs of the site. Payment shall be in accordance with Section 6.10 of this IFB.

8.1 SITE STIPULATIONS

The STATE possesses ownership of all buildings, equipment, materials, parts, consumables and information related to the site. Except if stated otherwise, the STATE takes ownership of new equipment, materials or information when it is delivered to, submitted, or created at the site.

8.1.1 OWNER'S RIGHTS TO ACCESS AND INFORMATION

- A. The STATE and its assigned representatives have the right to free access to any part of the site at any time. This includes the right to enter the ground water treatment facility areas and inspect files, including those stored on paper or electronically by computer.
- B. During the course of the contract, other parties will work at the site and may include representatives of various STATE offices, consultants, and other contractors. The CONTRACTOR shall cooperate with and not interfere with any of these other parties working at the site.

8.1.2. CONTRACTOR'S RESPONSIBILITIES

- A. While the CONTRACTOR or its subcontractors are performing work at the site, the CONTRACTOR or its subcontractors shall avoid damaging the equipment, structures, fixtures and grounds. Any damage caused by the CONTRACTOR or its subcontractors, either negligently or unintentionally, shall be repaired by the CONTRACTOR at no additional cost to the STATE. The CONTRACTOR shall be solely responsible for overseeing its subcontractors while said subcontractors are performing work or are otherwise present on site. The CONTRACTOR shall be solely responsible for removal of trash or materials created by its crew or its subcontractors or resulting from equipment maintenance.
- B. Areas not within the limits of the work zone shall be protected against any damage caused by the delivery, handling, and / or storage of materials and equipment. An example of such an area includes the STATE'S monitoring wells. Any damage caused by the CONTRACTOR or its subcontractors beyond the limits of the work zone, either negligently or unintentionally, shall also be repaired by the CONTRACTOR at no additional cost to the STATE.
- C. The CONTRACTOR shall be solely responsible for the proper operation, maintenance and security of all equipment and materials stored on site while completing work under this contract. Storage of materials related to the ground water treatment facility is limited. It is the CONTRACTOR'S responsibility to ensure adequate reserves of spare parts and consumables are available but not placed in such a way as to create a hazard or compromise the effectiveness of such supplies.
- D. The CONTRACTOR shall refer all inquiries regarding the site to the NJDEP Operations Manager or the STATE'S designated representative. No visitor shall be permitted access to the site without the concurrence of the NJDEP Operations Manager or the STATE'S designated representative.
- E. The CONTRACTOR shall maintain day-to-day communications with the NJDEP Operations Manager or the STATE'S designated representative.

8.1.3. ACCEPTANCE OF SPECIFIED MATERIALS

The STATE may require the CONTRACTOR to submit samples of any of the materials specified in this IFB or proposed by the CONTRACTOR prior to allowing the CONTRACTOR to deliver or use them on site. The STATE may additionally require the CONTRACTOR to identify his material sources or to provide additional information prior to acceptance of said materials. If the materials are found by the STATE to be unsuitable or to not meet contract specifications, the CONTRACTOR shall find and submit suitable materials at no additional cost to the STATE.

8.1.4. CONTRACTOR'S LICENSES AND CERTIFICATIONS

- A. Certain work under this contract must be performed by individuals or entities possessing valid licenses and certifications for that work. At a minimum, the CONTRACTOR or its subcontractors must provide and maintain the following for work under this contract:

1. One (1) New Jersey licensed N-4 operator and one (1) New Jersey licensed N-2 operator pursuant to N.J.S.A. 58:11-64 et seq. and N.J.A.C. 7:10-13. If the CONTRACTOR substitutes a higher grade license for the required N-2 license, such substitution shall be done only with the approval of the STATE and at no additional cost to the STATE;
 2. New Jersey licensed pump installer or New Jersey licensed well driller of the proper class as required for the installation, repair, or replacement of well pumps or well pumping equipment and appurtenances pursuant to N.J.S.A. 58:4A-4.1 et seq. and N.J.A.C. 7:9D;
 3. New Jersey licensed electrician or electrical contractor;
 4. New Jersey licensed master plumber;
 5. New Jersey solid waste transporter's license (A-901); and
 6. Laboratory or laboratories holding NJDEP Environmental Laboratory Certification or holding either NJDEP Primary or Secondary NELAP Accreditation for analyses required by this contract and identified in Appendix B. The CONTRACTOR must retain the services of one or more certified or accredited laboratories as necessary to perform the specific analyses required by the contract. The CONTRACTOR must split samples when necessary so that only a laboratory that is certified or accredited to perform a specific analysis actually performs that analysis. This requirement does not pertain to analyses that are performed in-house for process monitoring purposes per Sections 8.5.6.2.B, 8.5.6.2.C, and 8.5.6.2.D and that are not used by the CONTRACTOR to establish compliance with any regulatory program.
- B. The CONTRACTOR'S laboratory(ies) must hold all of the certifications specified in the Water Pollution Table in Appendix B except as follows:
1. For ammonia, the CONTRACTOR'S laboratory(ies) must hold certification in either SM4500-NH3B+C, SM4500-NH3B+D, SM4500-NH3B+G, or. Certification in one is required, not all three.
 2. For the analyze immediately parameter, dissolved oxygen, the CONTRACTOR'S laboratory(ies) must hold certification in either SM4500-OC, or SM4500-OG. If a mobile laboratory or the on-site laboratory are used for this analysis, the laboratory must meet the certification requirements of the CONTRACTOR. Certification in one is required, not both.
- C. The CONTRACTOR'S laboratory(ies) must hold all of the certifications specified in the USEPA SW846 Solid and Hazardous Waste Certifications Table in Appendix B except as follows:
1. There are other organic preparation and extraction methods that are acceptable under the USEPA SW846 Methods. However, these methods are not required for this contract. If the CONTRACTOR'S laboratory wants to use these methods to extract the samples, the laboratory must hold current certification for these methods and have prior approval from the CONTRACTOR and the NJDEP Operations Manager to use them. There can be no cost increase for these methods under this contract.
 2. There are other cleanup methods in USEPA SW846 that are not listed in Appendix B that may be applicable to the matrix being analyzed. The laboratory can utilize these methods as part of the sample preparation. However, the laboratory must hold current certification for those methods and document the use of the methods on the extraction logs and methodology summary. There can be no cost increase for these methods under this contract.
 3. Under the USEPA SW846 New Jersey Certification Requirements in Appendix B, the following pertains to the tabular portion entitled Toxicity Characteristic Leaching Procedure (TCLP) and Analysis. For semi-volatile organics, the CONTRACTOR'S laboratory(ies) must hold certification in either Method 3510C or 3520C. Certification in one is required, not both.
 4. Under the USEPA SW846 New Jersey Certification Requirements in Appendix B, the following pertains to the tabular portion entitled Non Halogenated Volatile Organics, Gasoline and Diesel Range Organics:

- a. For semivolatile organics, the CONTRACTOR'S laboratory(ies) must hold certification in either Method 3510C or 3520C. Certification in one is required, not both.
 - b. For semivolatile organics, the CONTRACTOR'S laboratory(ies) must hold certification in either Method 3540C, 3541, or 3550B. Certification in one is required, not all three.
- 5. Under the USEPA SW846 New Jersey Certification Requirements in Appendix B, the following applies to the tabular portion pertaining to PCB Analysis:
 - a. For semivolatile organics, the CONTRACTOR'S laboratory(ies) must hold certification in either Method 3540C, 3541, or 3550B. Certification in one is required, not all three.
- D. The CONTRACTOR'S laboratory(ies) must hold all of the certifications related to Drinking Water Analysis as specified in Appendix B except as follows:
 - a. For the Inorganic analysis that list two methods as acceptable, the laboratory has to be certified in one of the two methods.
- E. If the licenses or certifications maintained by the CONTRACTOR or its subcontractors change in any way that impacts the CONTRACTOR'S obligations under this contract, the CONTRACTOR shall duly notify the STATE in writing of the nature of the change. If required by the STATE, the CONTRACTOR shall propose alternate firm(s) or individual(s) of equal qualifications for approval by the STATE. The CONTRACTOR will not be entitled to additional compensation for the services provided by the approved alternate firm(s) or individual(s).

8.2. SEQUENCE OF EVENTS FOLLOWING CONTRACT AWARD

8.2.1. POST AWARD CONFERENCE

Within ten (10) working days following contract award and prior to any site work, the CONTRACTOR and the NJDEP Operations Manager will schedule to meet in Trenton or at the site for a Post Award Conference. The purpose of the meeting is to discuss any aspect of the contract such as work schedules and sequences, billing and payment procedures, and normal communication procedures. Attendance by the CONTRACTOR'S project management personnel, proposed N-4 operator, safety personnel, and any major subcontractor will be required. The Post Award Conference is not a billable item. Therefore, the CONTRACTOR may not submit an invoice for any expenses incurred in connection with this conference.

8.2.2. CONTRACTOR TRAINING

- A. The CONTRACTOR is required to have its N-4 and N-2 Operators present on site for up to one hundred forty (140) hours each to observe and familiarize themselves with the plant operations being performed by the existing contractor, Chapman, Inc. The training period will be agreed upon jointly by the CONTRACTOR and the STATE at the Post Award Conference; however, it will take place prior to the actual date the CONTRACTOR is to be responsible for the site. This training will be strictly observational with an opportunity to ask questions of Chapman, Inc. No hands-on operation will be allowed at this time. **Payment for this initial training period shall be based on the total number of training hours successfully completed by either the N-4 or N-2 operator. For additional information on payment, consult IFB Section 6.10.6.1.**
- B. If the CONTRACTOR'S N-4 operator or N-2 operator worked as an operator at the site at any time prior to contract award, the STATE may not require or pay for this training. The STATE will unilaterally determine on a case-by-case basis whether or not it will require or pay for training of the operator(s) possessing site specific experience.
- C. During the course of the contract, the CONTRACTOR may be required to provide alternate New Jersey licensed operators temporarily or permanently in order to comply with the applicable regulations or this IFB. The alternate licensed operator shall receive a minimum of seventy (70) hours of hands-on training at the CONTRACTOR'S expense prior to assuming the duties of the

applicable designated operator. Alternate operators must be proposed to and approved by the STATE.

- D. At the conclusion of this contract, the CONTRACTOR will provide training to the subsequent successful bidder as specified in Section 8.2.2.A. **This training will be considered part of the monthly plant operations fee, and no separate payment beyond the amount bid for monthly plant operations will be made. For payment information related to monthly plant operations, consult IFB Section 6.10.6.4.**

8.2.3. HEALTH AND SAFETY PLAN

- A. Within ten (10) working days following contract award, the CONTRACTOR shall submit a Health and Safety Plan to the STATE. Refer to Appendix C for the minimum requirements for this plan. The STATE will review and comment upon the Health and Safety Plan submitted by the CONTRACTOR. Until the Health and Safety Plan is accepted by the STATE, the CONTRACTOR shall revise the plan per the STATE'S comments and transmit the revised plan to the STATE within ten (10) working days of receipt of the comments. The CONTRACTOR will not be granted full responsibility for the site until the Health and Safety Plan is accepted by the STATE. **For payment information on the Health and Safety Plan, consult Section 6.10.6.2 of this IFB.**
- B. The CONTRACTOR is responsible for providing all necessary personnel protective equipment during the course of the contract. Typically, the site will be operated by personnel in Level D protective equipment; however, some work tasks may require a temporary upgrade to Level C or Level B protection. These tasks may include, but not be limited to, confined space entry to tanks or vaults for maintenance or data collection, or work involving chemical or splash hazards. It is the CONTRACTOR'S responsibility to monitor the air quality and to assess the potential hazards in order to determine whether additional protective equipment is required. These situations must be addressed in the CONTRACTOR'S Health and Safety Plan. Determination of the need for additional protective gear over and above Level D will be made per the CONTRACTOR'S approved Health and Safety Plan. Air monitoring devices will be provided by, operated by, and maintained by the CONTRACTOR. The CONTRACTOR will be responsible for the proper calibration of the air monitoring devices. Instrument calibration and air monitoring data are to be recorded by the CONTRACTOR in a log to be maintained on site. Copies of this log must be furnished to the NJDEP upon request. **The costs for personnel protective equipment and air monitoring are to be built into the CONTRACTOR'S monthly plant operations fee. Consult Section 6.10.6.4 for payment information on monthly plant operations.**
- C. The Health and Safety Plan is a dynamic document. During the course of the contract, the CONTRACTOR will be required to modify, update, or supplement its Health and Safety Plan as necessary and to submit said changes to the STATE. **This work will be considered part of the monthly plant operations fee, and no separate payment will be made. For payment information related to monthly plant operations, consult IFB Section 6.10.6.4.**
- D. It is noted that the Health and Safety Plan prepared by Chapman, Inc. is available for inspection and review in Trenton upon written request to the NJDEP Operations Manager.

8.2.4 QUALITY ASSURANCE PROJECT PLAN

- A. The CONTRACTOR shall submit a Quality Assurance Project Plan (QAPP) to the STATE. The QAPP is a planning document for any environmental data collection operation. It documents the procedures to be used in the field and laboratory for the generation and reporting of analytical data. It also documents how quality assurance and quality control activities will be implemented during the term of the contract.
- B. At a minimum, the QAPP for this project shall contain the elements listed below. These elements have been extracted from the document entitled EPA Requirements for Quality Assurance Plans (March 2001), which may be viewed at the following web address: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

1. Title and Approval Sheet. On the title and approval sheet, include the title of the plan; the CONTRACTOR'S name; the effective date of the plan; and the names, titles, signatures, and approval dates for appropriate approving officials such as: (a) CONTRACTOR'S project manager; (b) CONTRACTOR'S QA manager, who must be experienced in quality assurance practices and must be independent of the CONTRACTOR personnel generating the data. This does not include being independent of senior officials, such as corporate managers, who are nominally, but not functionally, involved in data generation, data use, or decision making; (c) NJDEP Operations Manager; (d) STATE'S QA manager; (e) Others as needed, such as laboratory managers or CONTRACTOR'S plant crew.
 2. Table of Contents. Provide a table of contents for the document, including sections, figures, tables, references, and appendices. Apply a document control format on each page following the title and approval sheet. The document control format shall identify the section number, revision number, date, and page number.
 3. Project and Task Organization. Identify the individuals or organizations participating in the project and discuss their specific roles and responsibilities. At a minimum, include the individuals or organizations listed in Section 8.2.4.B.1 above. Identify the certified laboratories that are proposed to perform the analyses required by this IFB. Identify the individual responsible for maintaining the official, approved QAPP. Provide a concise organization chart showing the relationships and the lines of communication among all project participants. The organization chart must also identify any subcontractor relationships relevant to environmental data operations, including laboratories providing analytical services.
 4. Project and Task Description. Provide a summary of all work to be performed and the schedule for implementation. Provide maps or tables that show or state the geographic locations of field tasks. This discussion need not be lengthy or overly detailed, but should give an overall picture of the project.
 5. Data Generation and Acquisition. Address all aspects of data generation and acquisition to ensure that appropriate methods are employed and documented. The CONTRACTOR may cite the appropriate sections of this IFB or the operation and maintenance manual in Appendix A and may provide additional information as necessary in order to document the following: types and numbers of samples required, sampling locations and frequencies, sampling parameters, sampling methods, sample handling and custody, and analytical methods. The CONTRACTOR shall include a statement in the QAPP certifying that it will comply with all sampling and analytical requirements of the contract, as defined in the IFB and the operation and maintenance manual.
- C. The CONTRACTOR may submit the initial QAPP to the STATE in two (2) parts. The first part must be submitted no later than ten (10) days following contract award and shall be a listing of the certified laboratories proposed for this contract. The CONTRACTOR shall specifically identify the parameters to be analyzed by each proposed laboratory. The STATE shall review this information and shall notify the CONTRACTOR in writing whether or not each proposed laboratory possesses the certifications required per Section 8.1.4. The second part of the QAPP must be submitted no later than thirty (30) days following contract award and shall include the remaining information required by Section 8.2.4.B.
- D. The STATE will review and comment upon the QAPP submitted by the CONTRACTOR. Until the QAPP is accepted by the STATE, the CONTRACTOR shall revise the plan per the STATE'S comments and transmit the revised plan to the STATE within ten (10) working days of receipt of the comments. The CONTRACTOR will not be paid the not-to-exceed amount specified on the IFB Price Schedule until the QAPP is accepted by the STATE.
- E. The CONTRACTOR is advised that the review and approval cycle for the QAPP has been a long-lead task on other contracts; therefore, the CONTRACTOR shall be guided accordingly on this project and shall appropriately schedule the work to avoid impacts to the project. Prior to formal approval of the QAPP, the STATE may grant authorization to proceed with some or all of the analytical work required by Section 8.5.6.1 and Section 8.5.6.2 of this IFB, pending approval by the STATE of the CONTRACTOR'S proposed certified laboratories. The CONTRACTOR will not be permitted to proceed with any of the other analytical work required by this IFB until the QAPP is accepted by the STATE.

F. The QAPP is a dynamic document. The CONTRACTOR will be required to modify, update, or supplement its QAPP as necessary during the course of the contract and to submit said changes to the STATE. No separate payment will be made for this work.

G. **Consult Section 6.10.6.3 for payment information related to the QAPP.**

8.3 SECURITY

A. The CONTRACTOR shall be solely responsible for the security of the site and for the security of all equipment and supplies stored on or brought for any reason to the site by the CONTRACTOR or its subcontractors during the course of this contract. The CONTRACTOR must keep the gates locked after hours to prevent unauthorized personnel and vehicles from entering the site. The CONTRACTOR will also be responsible for preventing unauthorized vehicle and personnel entry during working hours. The CONTRACTOR will be responsible for ensuring that all building and perimeter gates, doors and locks are in proper working order. **This will be considered part of the monthly plant operations fee, and no separate payment beyond the amount bid for monthly plant operations will be made.**

B. The two buildings at the site are monitored for security and fire alarms by three panels that are connected to a central monitoring station. The CONTRACTOR will be responsible for procuring and maintaining the services of a central monitoring station and for any and all fees assessed by the central monitoring station service. The CONTRACTOR shall also be responsible for any fees charged by local authorities for responding to the site. **This will be considered part of the monthly plant operations fee, and no separate payment beyond the amount bid for monthly plant operations will be made.**

C. Following an incident or an emergency, the CONTRACTOR will be responsible for timely notifying the NJDEP Operations Manager and the appropriate authorities, such as the local police, fire, ambulance, etc. The CONTRACTOR will also be responsible for filing any and all necessary written reports, including, but not limited to, those required by the Health and Safety Plan, applicable regulations, or as required to document any incidents with the local authorities. Copies of all reports shall be provided to the NJDEP Operations Manager. **Payment for these services shall be considered to be part of the monthly plant operations fee, and no separate payment beyond the amount bid for monthly plant operations shall be made.** Should the CONTRACTOR be required to report to the site after hours to respond to an emergency, an additional payment shall be made for such services in accordance with Section 8.5.3 of this IFB.

D. **For payment information related to monthly plant operations, consult IFB Section 6.10.6.4.**

8.4 MOBILIZATION AND DEMOBILIZATION

The CONTRACTOR is responsible for mobilizing and demobilizing labor, materials, consumables and equipment to the site. This mobilization is to be factored into the Bid Item prices contained in the Price Schedule.

8.5 PLANT OPERATIONS

8.5.1. SCHEDULED HOURS OF OPERATION AND STAFFING

A. The ground water extraction and treatment facility will operate twenty-four (24) hours per day, seven (7) days per week. The CONTRACTOR will be required to inspect, operate, and maintain the facility daily, Monday through Friday. During a normal work week with no designated holidays, the crew members must each be on-site seven (7) hours per day, five (5) days per week, for a minimum of thirty-five (35) hours per week exclusive of meal breaks. Hours missed because of a designated holiday will not have to be made up. Designated holidays are defined as:

New Year's Day January 1
Memorial Day Last Monday in May
Independence Day July 4
Labor Day First Monday in September

Gubernatorial or Presidential Election Day	
Veteran's Day	November 11 (Observed)
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- B. The daily shift may begin as early as 6 AM and end as late as 6 PM; however, the operators must keep a regular schedule. Changes to the regular schedule must be requested by the CONTRACTOR and approved by the NJDEP Operations Manager before implementation.

8.5.2 PERSONNEL REQUIREMENTS

- A. The CONTRACTOR shall staff the plant with a three (3) person crew in accordance with Section 8.5.1. The crew shall consist of one (1) New Jersey licensed N-4 operator, one (1) New Jersey licensed N-2 operator, and one (1) operator trainee. The crew qualifications are listed below. **Payment for the crew shall be included as part of the CONTRACTOR'S monthly plant operations fee, as discussed in IFB Section 6.10.6.4.**
 - 1. Chief Operator: The chief operator must be a New Jersey licensed N-4 operator. The responsibilities of this person shall include: preparing and signing all documents and reports required by the permits for the site; reporting and documenting any permit violations; supervising the plant crew, including the New Jersey licensed N-2 operator and the operator trainee, subcontractors, and any other personnel or trades brought onto the site by the CONTRACTOR; verifying the plant is operated and maintained in accordance with the system operation and maintenance manuals and manufacturers' recommendations; remote interfacing with the plant control system or assigning such responsibility to another member of the plant crew; and communicating with the NJDEP Operations Manager or the STATE'S assigned representative on a regular basis.
 - 2. Assistant Operator: At a minimum, the assistant operator must be a New Jersey licensed N-2 operator, but a higher grade license may be substituted at no additional cost to the STATE in accordance with Section 8.1.4.A.1. This individual shall be responsible for the operation, inspection, maintenance, and record keeping of the plant. Additionally, this individual shall temporarily assume and fulfill the responsibilities of the chief operator in the chief operator's absence.
 - 3. Operator Trainee: This individual is not required to possess any valid water treatment system license but must be able to assist in plant operations and routine maintenance, including keeping the buildings neat and clean, as required by the Chief Operator.
- B. The CONTRACTOR shall schedule its crew in such a manner so that at least two persons are working each shift. The CONTRACTOR is responsible for providing adequate, experienced personnel for all shifts.
- C. The CONTRACTOR will provide training and medical surveillance for all crew members, pursuant to all applicable regulations and its approved Health and Safety Plan. All crew members shall possess certified forty (40) hour hazardous waste training and current eight (8) hour hazardous waste annual refresher training per 29 CFR 1910.120. At least one (1) person on the crew shall also be certified in CPR and First Aid. One (1) person on the crew shall be designated as the Health and Safety Officer at the site.
- D. At all times, the CONTRACTOR is responsible to properly maintain the site as recommended by the equipment manufacturers and specified in the existing O&M manual. No overtime for routine plant operations will be allowed. The CONTRACTOR is responsible for all routine operation, maintenance and repair of the plant.
- E. During the course of the contract, the CONTRACTOR may be required to provide the services of other personnel or trades as needed in order to properly operate and maintain the treatment system or to perform unscheduled repairs or service. In such instances, the CONTRACTOR shall advise the NJDEP Operations Manager in writing of the work to be performed by other personnel or trades and the anticipated duration for the work. The other personnel or trades shall not be mobilized to the site

until the CONTRACTOR provides this information to the NJDEP Operations Manager, and it is accepted by the NJDEP Operations Manager. The work shall be completed during the normal work day under the supervision of the Chief Operator. Any questions or concerns the STATE has regarding work performed by these personnel or trades will be addressed via the Chief Operator. The STATE may wish to participate in discussions between the Chief Operator and the other personnel or trades as the STATE sees fit. The following additional labor categories and their respective qualifications are included in this contract. **Payment for the additional labor categories shall be on an hourly basis in accordance with IFB Section 6.10.6.5:**

1. Foreman: may be required for a particular task and must be able to oversee laborer when performing any repair work at the site as directed by the Chief Operator. This person must possess valid health and safety training and medical clearance in accordance with all applicable regulations and the CONTRACTOR'S approved Health and Safety Plan. Evidence of current training and medical clearance must be submitted to the NJDEP Operations Manager prior to the individual working on site.
 2. Laborer: must be able to perform work such as building or equipment repair or maintenance under supervision. This person must possess valid health and safety training and medical clearance in accordance with all applicable regulations and the CONTRACTOR'S approved Health and Safety Plan. Evidence of current training and medical clearance must be submitted to the NJDEP Operations Manager prior to the individual working on site.
 3. New Jersey Licensed Pump Installer or Well Driller: will only be on site to install, repair, or replace a well pump or well pumping equipment and appurtenances. This person must possess valid health and safety training and medical clearance in accordance with all applicable regulations and the CONTRACTOR'S approved Health and Safety Plan. Evidence of current training and medical clearance must be submitted to the NJDEP Operations Manager prior to the individual working on site.
 4. Plumber: will only be on site to perform non-routine work that the regular operators are unable to perform. The plumber must be appropriately licensed in New Jersey. This individual is not required to possess hazardous waste training or medical clearance per 29 CFR 1910.120.
 5. Electrician: will only be on site to perform non-routine work that the regular operators are unable to perform. The electrician must be appropriately licensed in New Jersey. This individual is not required to possess hazardous waste training or medical clearance per 29 CFR 1910.120.
 6. Programmer: will be on site to work on computer and process control components. The programmer must be an Authorized Service Technician and have formal training for the Programmable Logic Controllers (PLC) manufactured by Allen-Bradley. This individual is not required to possess hazardous waste training or medical clearance per 29 CFR 1910.120.
- F. During the course of the contract, the CONTRACTOR may be required to provide the services of personnel or trades not expressly identified in Section 8.0 et seq. or in the IFB Price Schedule. Examples include, but are not limited to, service provide by factory authorized representatives for the equipment and instrumentation installed at the site, or services provided by specialty vendors such as sewer jetting. Should an occasion arise where such services are required by the CONTRACTOR in order to fulfill its obligations under this contract, the CONTRACTOR shall request and receive approval of these services per the procedure in IFB Section 6.10.6.7.

8.5.3 AFTER-HOURS MONITORING AND RESPONSE

- A. During the hours that the CONTRACTOR does not have personnel on-site, abnormal operating or site conditions will be reported to the CONTRACTOR by sources including, but not necessarily limited to, the plant autodialer, the central monitoring station service, or the appropriate authorities. The CONTRACTOR will be required to respond after normal working hours to such conditions, either in person or remotely via electronic communication with the plant main control system.
- B. Whenever an abnormal operating condition is reported to the CONTRACTOR, the CONTRACTOR shall first investigate and attempt to correct the condition remotely via computer interface with the plant

main control system. Every effort shall be made remotely to either correct the problem or stabilize the plant until the system can be serviced on the next normal work day. **All costs associated with remote interfacing with the plant main control panel shall be included in the monthly plant operations fee in accordance with IFB Section 6.10.6.4.**

- C. If the CONTRACTOR must physically report to the site, either because the operating condition cannot be corrected or stabilized remotely or because of an abnormal site condition such as a security or fire alarm, the CONTRACTOR shall arrive at the site no later than two hours following notification of the incident. **Whenever the CONTRACTOR must physically report to the site to address an abnormal operating or site condition, the CONTRACTOR shall be compensated on an hourly basis, as calculated portal to portal. Consult IFB Section 6.10.6.6 for additional details concerning payment.**

8.5.4 O & M SUPPORT ITEMS AND SERVICES

- A. The CONTRACTOR shall provide and maintain the following items and services as necessary to support its operation and maintenance of the ground water treatment facility. **All costs for these items or services are to be included in the monthly plant operations fee in accordance with IFB Section 6.10.6.4.**
1. All office equipment and supplies including, but not limited to, computer hardware and software for word processing, spreadsheet preparation, or similar administrative functions done on site; supplies for routine back-up of computer files and preservation of hard copy files; paper; office supplies; log books; computer printer supplies; telefax supplies; photocopier, photocopier service, and photocopying supplies; telephones; and telephone answering machine or service. This includes preservation of historical electronic and hard copy files.
 2. All in-house laboratory consumables and supplies, including all supplies necessary for the ISCO portable sampler.
 3. All cleaning products and supplies including, but not limited to, those necessary for the plant administrative areas, plant processing areas, and equipment maintenance.
 4. Forklift or pallet jack for moving consumables or equipment.
 5. Site vehicle to traverse the landfill perimeter road and for hauling equipment to the ground water recovery wells. The vehicle is not required to be dedicated to the site, but it must be readily available so as not to impact the CONTRACTOR'S operations.
 6. Use, maintenance, and updating of computerized equipment maintenance management and operations software for the site. The maintenance management and operations software, at a minimum, assists the CONTRACTOR in asset management and overall performance of site operations from both on-site and off-site location(s) including, but not limited to, automating processes and process control; identification of scheduled maintenance activities and procedures; and tracking activities. This includes use of any CONTRACTOR owned computer hardware in addition to the STATE owned hardware provided for under Section 8.5.5H needed for computerized maintenance management system (CMMS); Supervisory Control and Data Acquisition (SCADA) system, and operator remote interfacing.
 7. Telephone service, including all costs therefor, for remote interfacing with the plant main control panel from the CONTRACTOR'S designated off-site location, for the site office, and for the site telefax.
 8. Internet service, including all installation and all use costs therefor, for site work related internet use, remote interfacing with the plant main control panel from the CONTRACTOR'S designated off-site location(s) and for site office use in general. Internet shall be cable Internet access for broadband internet via a cable modem. Currently the site uses dial up service. Conversion from dial up to cable internet service shall take place within 2 months of contract award. The CONTRACTOR shall pay and be responsible for maintaining any wireless internet hardware such as a router and software if used.

9. Water level indicating device for measurement of ground water levels in the wells and piezometers.
 10. All tools for routine operation and maintenance. If a special tool is required but is neither available on site nor owned by the CONTRACTOR, the CONTRACTOR shall follow the procedures outlined in IFB Section 6.10.6.7.
 11. All materials and consumables for routine operation and maintenance, including, but not limited to, bottled drinking water, duct tape, silicone spray, disposable batteries, rags, lubricants and oils.
 12. Central monitoring station service, including all costs therefor.
 13. Vegetation trimming around the ground water recovery wells and control panels and around the monitoring wells and piezometers as required for access.
- B. The STATE will provide the following items and services in support of the CONTRACTOR'S operation and maintenance of the ground water treatment facility.
1. Electric and natural gas utilities to the buildings.
 2. Telephone service, including all costs therefor, for the autodialer, the plant process control computer modem, and the PEB and GEB alarm systems.
 3. Grounds maintenance services, excluding vegetation trimming by the CONTRACTOR per Section 8.5.4.A.12, repair or maintenance of the PEB and GEB structures by the CONTRACTOR per Section 8.0, and trash and snow removal by the CONTRACTOR per Sections 8.5.7 and 8.5.9.
 4. Well redevelopment.
 5. Existing office furniture at the plant. If additional or replacement furniture is required during the course of the contract, the CONTRACTOR shall follow the procedures outlined in IFB Section 6.10.6.7.
 6. Existing office equipment including one (1) telefax-laser printer.

8.5.5 SPARE PARTS, CONSUMABLES, SUPPLIES, TOOLS AND SPECIAL SERVICES

- A. An inventory of spare parts and special tools is included in Appendix D for reference. At the beginning and end of the contract, the CONTRACTOR and the NJDEP Operations Manager will verify the inventory stock of spare parts, consumables, supplies, and tools. Throughout the contract, the CONTRACTOR shall track and update the inventory and shall provide reports on the inventory per Section 8.5.10.B of the IFB. **This work is part of the CONTRACTOR'S monthly plant operations, and no separate payment shall be made beyond the amount bid by the CONTRACTOR for monthly plant operations.**
- B. The CONTRACTOR shall purchase and maintain on site an inventory stock of spare parts, consumables, and supplies. Inventory shall be maintained at the appropriate levels in order to ensure uninterrupted operation of the facilities throughout the contract. Storage space is limited and must be considered by the CONTRACTOR when procuring items for the site. The inventory stock becomes the property of the STATE when the STATE pays the CONTRACTOR for the items.
- C. The CONTRACTOR is responsible for the assembly and installation of spare parts as part of the normal work shift. Should the installation of a spare part require special skills that the CONTRACTOR does not possess, the CONTRACTOR may request to engage the appropriate tradesman or service in order to complete the work. Such requests require the approval of the NJDEP Operations Manager. The tradesman or service shall be retained either in accordance with the appropriate bid item in the IFB Price Schedule or per the general allowance procedures outlined in Section 6.10.6.7.

- D. Hand tools commonly required for routine operation and maintenance are the responsibility of the CONTRACTOR and will remain the property of the CONTRACTOR. A special tool is one that is required to aid in the efficient performance of the work but is not routinely part of a tradesman's toolbox. In the event that any additional special tool is needed that is not on site or that the CONTRACTOR does not possess, it will be rented or purchased per the general allowance procedures outlined in Section 6.10.6.7. The decision to rent or purchase will rest with the NJDEP Operations Manager. All special tools that are purchased via the procedures outlined in Section 6.10.6.7 become the property of the STATE.
- E. Spare parts, consumables, special tools, services, and supplies which are required for operations and maintenance, but which are excluded from the Contract Bid Items, shall be procured by the CONTRACTOR with the approval of the STATE. Procurement shall be in accordance with the general allowance procedures outlined Section 6.10.6.7.
- F. The entirety of the CONTRACTOR'S administrative efforts to purchase, track, and manage spare parts, consumables, supplies, and special tools and services shall be absorbed by the CONTRACTOR as part of the monthly plant operations fee. This shall include, but not be limited to, all costs for obtaining vendor price quotations, paperwork preparation, and arranging for the purchase and delivery of the items or services. The actual purchase cost of the items or services shall be determined per either the appropriate bid item in the IFB Price Schedule or per the general allowance procedures defined in Section 6.10.6.7. Consult Sections 6.10.6.4, 6.10.6.7, and 6.10.6.12 for detailed payment information.
- G. The contractor shall purchase, install, test and otherwise provide all that is needed to furnish a complete new air compressor according to the following:

SPECIFICATION FOR 50 HORSEPOWER REGULATED SPEED AIR COMPRESSOR

COMPRESSOR:

The compressor shall be a single stage, air cooled, oil injected, regulated speed, direct drive rotary vane design. The compression element shall be of an integrated air end and sump design.

As a minimum, the drive motor shall be a high efficiency, TENV design suitable for inverter use, and the inverter shall be factory installed and matched to the motor; an aftermarket frequency inverter is not acceptable.

COMPRESSOR CAPACITY:

The compressor shall have the following performance:

- 90 psig discharge pressure with cfm output of 219 maximum and 110 minimum
- 100 psig discharge pressure with cfm output of 210 maximum and 105 minimum
- 115 psig discharge pressure with cfm output of 201 maximum and 100 minimum
- 130 psig discharge pressure with cfm output of 195 maximum and 97 minimum
- 150 psig discharge pressure with cfm output of 185 maximum and 92 minimum

COMPRESSION ELEMENT:

The compression element rotor shall be made of high quality Meehanite cast iron; steel is not acceptable. The rest of the compression element (blades and stator housing) shall also be made from the same high quality cast iron material.

CONTROL SYSTEM:

The control system shall be of an advanced integrated hydraulic control system; a pneumatic control system is not acceptable.

The Hydraulic controls shall operate in the following manner:

The air shall be discharged from the compression element directly into the integral airend and sump tank assembly. The internally machined oil ports shall feed to a servo valve control which controls the opening and closing of the inlet valve.

The inlet valve shall be made of a replaceable PTFE material, and the compressor vent down system shall be integrated into the inlet valve.

The speed regulating system must be able to match system flow requirements while holding system pressure to plus or minus 1.5 psi of targeted operating pressure.

The regulated speed control system must be able to run in a constant run mode as well as a stop start mode. A system that operates in an on line off line mode is not acceptable.

As a minimum, the starter and control circuits are to be housed in an enclosure rated NEMA 12 (IP 53) or higher.

LUBRICATION:

The lubricant shall be filtered by a spin on replaceable filter and then injected into the compression chamber. The lubricant shall be used as the cooling and sealing medium for the compression element, and for bearing lubrication. The discharge air pressure from the compression element shall circulate the lubricant throughout the system.

AIR/OIL SEPARATION SYSTEM:

The air/oil mixture shall be discharge into an advanced integrated compression and multi-stage filtration system. A non integrated single separation system is not acceptable. The separation system shall consist of a 3 coalescing filter system. The air flow of the air/oil mixture shall flow into the center of the filter and then out to the system. Air/oil flow from the outside of the separation element into the center is not acceptable.

SPEED REGULATION:

The compressor speed shall be controlled by utilizing an inverter drive. The drive shall only be allowed to operate the motor speed between 1,000 rpm and 1,800 rpm.

AIR REGULATION:

The compressor shall offer both constant run and stop start control. Units without both of these control features will not be accepted.

When the drive motor stops, the blow down valve shall release the pressure within the compressor.

PROTECTION AND SAFETY EQUIPMENT:

As a minimum, the compressor shall be equipped with the following shutdown and safety features:

- High air temperature shutdown and high oil temperature shutdown by point of use thermister circuits.
- Two independent motor overload protection circuits. One system to be monitored by current draw and the second system to be a point of use thermister circuit.
- Low power voltage protection trips.
- There shall be a high pressure safety valve installed to prevent system overpressurization. The expelled air shall pass through a filter support cover, an air filter and an air filter cover to help prevent harm to the operator.

COOLING SYSTEM:

The cooler assembly shall be of a combination designed Air and Oil cooler. The cooler shall be constructed from aluminum. The cooler shall be designed to allow for compressor operation in ambient conditions of 110°F.

The oil shall circulate through the compressor for cooling then through “spin on” type filters before being injected into the compression chamber. A thermostatically controlled oil bypass valve shall be installed to ensure that the compressor reaches normal operating temperature as soon as possible and to maintain optimum operating temperature.

The air leaving the aftercooler shall be no greater than 12°F above the ambient temperature.

WARRANTY:

The unit shall have a warranty covering the entire unit for one year, covering the cost of parts and labor. There shall also be an extended warranty for all major components for no less than an additional 4 years; and this coverage shall be provided at no additional cost. Three copies of the warranty shall be provided prior to purchase.

ADDITIONAL PROVISIONS:

REMOVAL OF EXISTING EQUIPMENT:

The Contractor shall remove from the site the existing compressor. The Contractor shall dispose, recycle, resell or otherwise process the existing compressor in accordance with all applicable laws and regulations. Removal-disposal shall be included in the price of the new compressor.

FOOTPRINT:

The new compressor shall be able to completely fit within a 5 (five) foot by 7 (seven) foot area.

SHOP DRAWINGS

Three complete sets of shop drawings shall be submitted by the compressor manufacturer to the contractor for contractor and NJDEP Operations Manager review. The shop drawing review process is anticipated to take place in a month or under. An initial and resubmission submittal should be anticipated.

INSTALLATION

Installation shall be provided. Installation shall be complete including all appurtenances not specifically called out in the shop drawings.

TESTING

A factory representative of the manufacturer shall test the new compressor. The factory representative in concert with the Contractor shall start and operate the compressor and related equipment and conduct operating tests to adequately demonstrate that the compressor has been properly installed and will function as intended.

SCHEDULE FOR INSTALLATION

The new compressor shall be installed as soon as practicable after the shop drawing cycle is completed. No consideration shall be given to a price increase due to the Contractor not timely purchasing and installing the new compressor.

PAYMENT

Lump Sum payment for the new compressor including all of the above items under this section shall be included under Bid Item No. 42. Ten percent may be invoiced for the month in which shop drawing approval occurs, forty percent may be invoiced for the month in which equipment delivery to the site occurs, and the remaining fifty percent may be billed for the month in which all testing is completed.

H SPECIFICATION FOR COMPUTERS

NOTEBOOK COMPUTER

The notebook computer (notebook) shall be purchased for the STATE for the use of the CONTRACTOR'S Lead Operator or Lead Operator's designee primarily for operator remote interfacing. The notebook shall be new and shall conform to the following minimum requirements:

- Intel Core Duo Processor (1.73GHz/533MHz FSB)
- 17-inch Wide-screen WXGA+ Display
- Memory: 1.0 GB, DDR2, 533MHz (2 Dimm)
- 120GB 5400RPM SATA Hard Drive
- Microsoft Windows Vista Operating System
- Owners Manual installed on system
- 4 Year Unlimited Warranty
- On Call Assistance: Unlimited Incidents with Onsite Service and 24x7 Technical Support
- Internet Security Software – 4 year subscription

DESKTOP COMPUTER

Up to two (2) desktop computers shall be purchased for the STATE for the on-site use of the CONTRACTOR in upgrading the site's computerized equipment maintenance management and operations software. The computer(s) shall, at a minimum, be suitable to operate the upgraded CONTRACTOR provided maintenance management and operations software referred to under Section 8.0B., which shall, a minimum, assist the CONTRACTOR in asset management and overall performance of site operations from both on-site and off-site location(s) including, but not limited to, automating processes and process control; identification of scheduled maintenance activities and procedures; and tracking activities. The desktop computer(s) shall be new and shall conform to the following minimum requirements:

- Intel Pentium 4 Processor 531 (3.00 GHz, 1M, 800MHz FSB)
- 17-inch minimum Flat Panel Monitor
- Memory: 1.0 GB DDR2 Non-ECC SDRAM, 533 MHz, (2 DIMM)
- 200 GB 5400RPM SATA Hard Drive
- Microsoft Windows Vista Operating System
- Owners Manual installed on system
- 4 Year Unlimited Warranty
- On Call Assistance: Unlimited Incidents with Onsite Service and 24x7 Technical Support
- Internet Security Software – 4 year subscription

REMOVAL OF EXISTING COMPUTERS

At the discretion and by direction of the STATE, the Contractor shall remove from the site the existing any and all of the existing on-site computers. The Contractor shall dispose, recycle, resell or otherwise process the existing computers in accordance with all applicable laws and regulations. Recycling to the greatest extent possible is preferred. Removal-disposal shall be included in the price of the new computers.

SHOP DRAWINGS

Three complete sets of shop drawings and or product literature shall be submitted by the computer manufacturer to the contractor for contractor and NJDEP Operations Manager review. The shop drawing review process is anticipated to take place on an expedited basis. An initial and resubmission submittal should be anticipated.

INSTALLATION

Installation shall be provided. Installation shall be complete including all appurtenances not specifically called out in the shop drawings. At the CONTRACTOR'S option a Local Area Network may be set up on-site.

SCHEDULE FOR INSTALLATION

The new computers shall be installed on an expedited basis after the shop drawing cycle is completed.

PAYMENT

Per Each payment for the new computers including all of the above items under this section shall be included under Bid Item No. 43. Bid Item 43 is an allowance. This allowance will be for direct costs for the purchase and delivery (if applicable) of the computers. No mark-up will be allowed under Bid Item 43. The computers may be invoiced for the month in which they are completely installed. The CONTRACTOR may use the Programmer labor category per Section 8.5.2E.6 to assist in this work. Said Programmer assistance shall not include data entry.

8.5.6 MONITORING AND REPORTING REQUIREMENTS

- A. The CONTRACTOR must comply with all of the requirements of the New Jersey Pollutant Discharge Elimination System (NJPDES) permit equivalent and Water Allocation Permit Equivalency No. 2409E for this site. These permits are included in Appendix E. Additional requirements are discussed in Section 8.5.6.1 and 8.5.6.4.
- B. The CONTRACTOR shall monitor and adjust the unit operations as necessary to ensure that the plant is operating effectively, efficiently and pursuant to the O&M Manual and NJPDES permit equivalent. The CONTRACTOR shall collect representative samples at various points in the treatment train and shall analyze them either in-house or at an off-site laboratory, as appropriate to determine plant performance. Requirements are discussed in Section 8.5.6.2.
- C. The CONTRACTOR shall collect and analyze samples from the potable water treatment system and shall service the system as necessary to meet drinking water standards per Section 8.5.6.3.
- D. The CONTRACTOR shall measure and record the depth to water and determine ground water elevations for various wells and piezometers in accordance with the requirements of Section 8.5.6.4.

8.5.6.1 NJPDES PERMIT EQUIVALENT REQUIREMENTS

- A. The CONTRACTOR shall collect and analyze representative samples at the required frequencies and for the parameters identified in the NJPDES permit equivalent. The required frequency for acute toxicity testing shall be quarterly. All laboratories shall meet the certification requirements of Section 8.1.4.
- B. The Discharge Monitoring Report (DMR) shall be completed and signed by the Chief Operator and shall be submitted to and received by the NJDEP Operations Manager no later than the twentieth day of each month. If required to meet the twentieth day deadline the CONTRACTOR shall overnight or otherwise express mail the DMR at the CONTRACTOR'S expense to the NJDEP Operations Manager. For example, the DMR for the month of January shall be submitted no later than February 20. The DMR shall include copies of all analytical results and documentation.
- C. The CONTRACTOR shall comply with all monitoring and reporting requirements of the NJPDES permit equivalent. In the event of an accidental discharge, effluent violation, or reporting violation, the CONTRACTOR shall timely and properly notify the NJDEP Operations Manager and the NJDEP Hotline. The CONTRACTOR shall promptly investigate the cause of the accidental discharge, effluent violation, or reporting violation and take appropriate corrective action. Within five days of the incident, the CONTRACTOR shall prepare and submit a written report to the NJDEP Operations Manager which fully describes the nature of the incident and the corrective actions taken. If a fine is levied and the NJDEP concludes that the CONTRACTOR'S actions or negligence caused or contributed to the reportable incident, then the CONTRACTOR shall be solely responsible for payment of the fine, interest, or other associated fees that may be assessed.

- D. The cost for sample analysis and reporting as required by this Section of the IFB shall be payable on a monthly basis in accordance with the IFB Price Schedule. The costs associated with DMR preparation and submittal shall be included in the monthly plant operations fee. For additional information concerning payment, consult Section 6.10.6.8 and 6.10.6.4, respectively.

8.5.6.2 PROCESS MONITORING REQUIREMENTS

- A. On a quarterly basis, the CONTRACTOR shall collect grab samples of the plant influent, and the samples shall be analyzed for the all of the NJPDES permit equivalent parameters except flow and acute toxicity. The analyses shall be performed by a certified laboratory in accordance with Section 8.1.4, and the laboratory shall report the analytical results to the lowest possible detection limit for the methods utilized. The analytical results shall be submitted with the monthly report per Section 8.5.10.B.
- B. On a daily basis, excluding holidays and weekends, the CONTRACTOR shall collect representative samples and perform the following analyses in the in-house laboratory, at a minimum. At the CONTRACTOR'S option and expense, some or all of these analyses may be performed by the CONTRACTOR'S certified laboratory.
1. The plant influent shall be monitored for temperature, pH, total organic carbon (TOC), and ammonia as nitrogen.
 2. The SBR influent shall be monitored for temperature, pH, TOC, and orthophosphate.
 3. The SBR reactor shall be monitored for mixed liquor suspended solids (MLSS), mixed liquor volatile suspended solids (MLVSS), temperature, pH, and dissolved oxygen. MLSS shall be determined in accordance with Method 2540 D known as Residue Nonfilterable (Total Suspended Solids), as published in Standard Methods for the Examination of Water and Wastewater (Standard Methods). MLVSS shall be determined in accordance with Method 2540 E known as Fixed and Volatile Solids Ignited at 500°C, as published in Standard Methods.
 4. The SBR decant shall be monitored for temperature, pH, and TOC.
 5. The effluent shall be monitored for temperature, pH, dissolved oxygen, TOC, ammonia as nitrogen, and orthophosphate.
- C. On a weekly basis, the CONTRACTOR shall collect representative samples and perform the following analyses in the in-house laboratory, at a minimum. At the CONTRACTOR'S option and expense, some or all of these analyses may be performed by the CONTRACTOR'S certified laboratory.
1. The SBR influent shall be monitored for alkalinity.
 2. The SBR reactor shall be monitored for ammonia as nitrogen and orthophosphate.
 3. The SBR decant shall be monitored for ammonia as nitrogen.
 4. The plant effluent shall be monitored for chemical oxygen demand (COD).
- D. On an as-needed basis, such as following a process upset, the CONTRACTOR shall perform the necessary analyses to confirm that the unit operations are performing satisfactorily and that the plant effluent is in compliance with the conditions of the NJPDES permit equivalent. It is expected that these analyses will be performed by the CONTRACTOR in-house; however, if approved by the NJDEP Operations Manager, the analyses may be performed by a certified laboratory upon request by the CONTRACTOR in accordance with the procedures outlined in Section 6.10.6.7.
- E. Payment for plant influent monitoring per Section 8.5.6.2.A shall be made in accordance with the IFB Price Schedule and Section 6.10.6.8. Payment for process monitoring performed in the in-house laboratory shall be included in the CONTRACTOR'S monthly plant operations fee

as described in Section 6.10.6.4. Payment for analyses performed by a certified laboratory on an as-needed basis per Section 8.5.6.2.D shall be in accordance with the general allowance procedures in Section 6.10.6.7.

8.5.6.3 POTABLE WATER SERVICE AND MONITORING REQUIREMENTS

- A. The CONTRACTOR shall replenish or replace as necessary the media used for potable water treatment. The CONTRACTOR shall also inspect, maintain, repair, and replace the system components as necessary to ensure an operable system. Consumables and parts for the system shall be procured by the CONTRACTOR in accordance with the procedures outlined in Section 6.10.6.7.
- B. On an annual basis, the CONTRACTOR shall collect representative samples from the potable water treatment system. These samples shall be analyzed by a certified laboratory per Section 8.1.4. The laboratory shall analyze for and report all of the parameters identified in the table entitled Drinking Water New Jersey Certification Requirements located in Appendix B. In addition, the certified laboratory shall calculate and report the Langelier index.
- C. Based on the analytical results, the CONTRACTOR shall adjust the potable water treatment system as necessary in order to meet the current federal and New Jersey state drinking water standards. If additional follow-up analyses are required or desired for select parameters listed in Section 8.5.6.3B, the CONTRACTOR shall follow the general allowance procedures outlined in Section 6.10.6.7.
- D. At the CONTRACTOR'S option and expense, the CONTRACTOR may provide bottled drinking water for its personnel; however, if the CONTRACTOR elects to provide bottled drinking water, the CONTRACTOR will not be relieved from fulfilling the sampling and analysis requirements of this section.
- E. **Payment for operation and maintenance of the potable water system shall be included as part of the monthly operations fee discussed in Section 6.10.6.4. If spare parts of consumables are required for this system, these goods shall be payable according to Section 6.10.6.7. Payment for potable water sample collection and analysis shall be made on a unit price basis in accordance with Section 6.10.6.8.**

8.5.6.4 GROUND WATER ELEVATION AND FLOW MONITORING REQUIREMENTS

- A. As a condition of Water Allocation Permit Equivalency No. 2409E, the CONTRACTOR shall measure and record on a monthly basis the depth to water at each of the nineteen (19) ground water recovery wells. The CONTRACTOR shall also calculate the totalized flow from each recovery well at the same frequency. This information shall be used by the CONTRACTOR to prepare the quarterly private water diversion reports associated with this permit. The Chief Operator shall sign the quarterly reports and shall submit them to the NJDEP Operations Manager no later than January 20, April 20, July 20, and October 20.
- B. On a monthly basis, the CONTRACTOR shall measure and record static water levels at up to seventy (70) monitoring wells and piezometers located mostly on site and nearby outside the site fence. Some ten to fifteen (10-15) of the wells are located within 1 mile of the site on or near Schoolhouse Lane in Chester Township. The static water level measurements shall be collected on the same day or within one day of the depth to water measurements for each of the nineteen (19) ground water recovery wells. The CONTRACTOR shall tabulate the data in a spreadsheet and shall submit the data to the STATE in hard copy and electronic copy as part of the monthly operations report discussed in Section 8.5.10.B.
- C. **Payment for ground water elevation monitoring and reporting shall be included in the CONTRACTOR'S monthly operations fee per Section 6.10.6.4.**

8.5.7 WASTE REMOVAL AND DISPOSAL

- A. During the course of the contract, the CONTRACTOR will be required to remove and recycle or dispose of waste materials such as regular trash generated by the CONTRACTOR'S operation and maintenance activities, dewatered process sludge, spent granular activated carbon, protective clothing, waste oil, in-house laboratory residuals, septic wastes, and small quantities of hazardous materials such as waste paint.
- B. If analysis of the waste materials is required or requested, the CONTRACTOR shall sample and analyze the materials and submit the analytical results to the NJDEP Operations Manager in accordance with the requirements of Appendix B. The laboratory performing the analyses must be appropriately certified in accordance with Section 8.1.4 of the IFB.
- C. In order for waste to be classified by the STATE, the CONTRACTOR must analyze representative samples of the waste for the following parameters, at a minimum: RCRA characteristics (corrosivity, ignitability, reactivity and toxicity), total petroleum hydrocarbons (TPH), and polychlorinated biphenyls (PCB's). Additional analysis may be required by the STATE depending on the results of the preceding tests. Furthermore, the CONTRACTOR'S disposal facilities may require the reporting of additional parameters not listed above. If additional analyses are required beyond RCRA characteristics, TPH, and PCB's, the CONTRACTOR shall follow the procedures outlined in Section 6.10.6.7 to procure the services of a certified laboratory. The CONTRACTOR shall perform all of the required sampling and analysis and shall provide all of the information required in order to complete the waste classification request form, which is included in Appendix G. The STATE will assist the CONTRACTOR with the completion of this form, but the CONTRACTOR shall be responsible for all fees associated with the classification request. The CONTRACTOR shall also be responsible for all fees assessed by the disposal facilities for waste profiling and acceptance. At a minimum, waste analysis and classification shall be required for dewatered sludge, spent carbon, and suspected hazardous materials.
- D. The CONTRACTOR shall prepare all required documentation for waste removal and disposal including, but not limited to, waste profiles, waste classification requests, manifests, and bills of lading. The STATE will be the generator or owner of the process wastes, such as the dewatered sludge and the spent carbon. The CONTRACTOR will be the generator or owner of the regular garbage and the personnel protective gear.
- E. The CONTRACTOR is responsible for disposing of the regular nonhazardous trash and garbage which is generated by the CONTRACTOR'S operation and maintenance activities and which cannot be recycled. The CONTRACTOR must dispose of the nonhazardous trash and garbage pursuant to State and Federal regulations. If any sampling is required, it will be the responsibility of the CONTRACTOR to arrange for such in accordance with Section 8.1.4 and provide analysis to the Operations Manager. If so required, the CONTRACTOR will be responsible for obtaining waste classifications for these materials and disposing of the materials pursuant to State and Federal regulations.
- F. Sludge is generated from metals and biological treatment and is dewatered as part of the treatment process. The dewatered sludge shall be transported to an off-site landfill and disposed of as solid nonhazardous waste (New Jersey ID 27 type waste) pursuant to State and Federal regulations. The CONTRACTOR shall be responsible for preparing the waste for shipment and for transportation and disposal of the waste off-site.
- G. Spent aqueous phase carbon is classified as a nonhazardous material and shall be recycled or regenerated when the total organic carbon level approaches the NJPDES permit limitation and does not improve following the backwashing of the carbon bed(s), or when directed by the NJDEP Operations Manager. When the spent carbon is to be replaced, the CONTRACTOR shall transfer the carbon to the carbon transfer tank and shall make the necessary arrangements for transporting the material off-site to an approved carbon recycling or regeneration facility. A high pressure truck is required for this operation. Concurrent with the off-site removal of the spent material, the CONTRACTOR shall deliver regenerated carbon from an approved source and shall replenish the bed. The off-site removal and recycling/regeneration of the spent carbon shall comply with all applicable State and Federal regulations.
- H. Although the dewatered process sludge and spent aqueous phase carbon are presently classified as nonhazardous materials, the CONTRACTOR may be required to reanalyze and request

reclassification of these materials during the course of the contract. This will be required when there is a change in the characteristics of the raw waste water, or when requested by the STATE or by the CONTRACTOR'S disposal facilities. If either of these materials is classified as a hazardous waste during the course of the contract, the CONTRACTOR will make the necessary arrangements to manifest, load, transport, and dispose of the hazardous materials pursuant to State and Federal regulations.

- I. The CONTRACTOR is responsible for the removal and disposal of any used and contaminated protective clothing. Because this clothing may come in contact with hazardous materials, it may be required to be disposed of as a hazardous waste. As the generation rate of this waste is low, one hazardous disposal event per year may be required. The CONTRACTOR must dispose of the protective clothing pursuant to State and Federal regulations. If any sampling is required, it will be the responsibility of the CONTRACTOR to arrange for such per Section 8.1.4 and provide analysis to the Operations Manager. The CONTRACTOR will be responsible for obtaining waste classifications for these materials and disposing of the materials pursuant to State and Federal regulations.
- J. The CONTRACTOR is responsible for the removal of waste oils from the site which are generated as a result of the CONTRACTOR'S maintenance activities. This material shall be transported to an appropriate recycling facility pursuant to State and Federal regulations. If any sampling is required, it will be the responsibility of the CONTRACTOR to arrange for such per Section 8.1.4 and provide analysis to the Operations Manager. If so required, the CONTRACTOR will be responsible for requesting and obtaining waste classifications for these materials and for disposing of them appropriately pursuant to the waste classification and State and Federal regulations.
- K. Residual wastes from the on-site laboratory shall be introduced to the head of the plant for on-site treatment. If it is determined that these materials cannot be handled by the ground water treatment facility, then the CONTRACTOR shall sample, analyze, classify, and transport the material off site for disposal pursuant to State and Federal regulations.
- L. Up to once per year the CONTRACTOR shall empty the plant's 1,000 gallon septic tank and shall properly dispose of the waste pursuant to State and Federal regulations. If any sampling is required, it will be the responsibility of the CONTRACTOR to arrange for such and provide analysis to the Operations Manager.
- M. The CONTRACTOR is responsible for the proper removal and disposal of any hazardous materials generated during the operation and maintenance of the plant, such as waste paints. If any sampling is required, it will be the responsibility of the CONTRACTOR to arrange for such per Section 8.1.4 and provide analysis to the Operations Manager. The CONTRACTOR will be responsible for obtaining waste classifications for these materials and disposing of the materials pursuant to State and Federal regulations.
- N. **All costs associated with sample collection shall be included in the monthly plant operations fee which is payable according to Section 6.10.6.4. All analytical and reporting costs are payable on a unit price basis according to Section 6.10.6.8. All waste classification, profiling, facility acceptance, removal and disposal costs are to be included in the appropriate unit prices according to Section 6.10.6.9.**

8.5.8 FIRE PROTECTION SYSTEMS

- A. The fire protection systems at the ground water treatment facility include portable fire extinguishers in the PEB and GEB, duct smoke detectors in the PEB, smoke detectors in the PEB control room and the GEB electric room, and a carbon dioxide extinguishing system in the GEB. The CONTRACTOR shall be responsible for inspecting, testing, maintaining, and recharging or replacing these fire protection systems as necessary to comply with the New Jersey Fire Code pursuant to N.J.S.A. 52:27D-198 and the latest applicable standards published by the National Fire Protection Association (NFPA).
- B. There are a minimum of eleven (11) portable fire extinguishers in the PEB and GEB. On a monthly basis during the course of a normal work day, the CONTRACTOR shall inspect the portable fire extinguishers to verify that they are fully charged and operable. The CONTRACTOR shall also

appropriately document the results of the monthly inspection. On an annual basis, the CONTRACTOR shall retain the services of a specially trained individual or firm to maintain, service, recharge, and / or replace the portable fire extinguishers. Six year maintenance and hydrostatic testing are not expected to be necessary until 2012. All work shall comply with the requirements of the New Jersey Fire Code and NFPA 10, including all amendments thereto.

- C. Smoke detectors are installed in ducts for air handling units 1 and 2 (AHU-1 and AHU-2) in the PEB control room and in the GEB electric room. These smoke detectors shall be inspected, tested, and maintained in accordance with the New Jersey Fire Code and NFPA 72, including all amendments thereto.
- D. A carbon dioxide extinguishing system is installed in the GEB. The CONTRACTOR shall inspect, test, maintain, and recharge this fire protection system as necessary to comply with the New Jersey Fire Code, NFPA 12, and NFPA 72, including all amendments thereto. This work shall be performed by qualified service personnel. Hydrostatic testing of the carbon dioxide cylinders is not expected to be necessary until 2012.
- E. **Monthly inspection and documentation of the portable fire extinguishers shall be included in the monthly plant operations fee per Section 6.10.6.4 since this work may be performed by the regular plant crew during the normal work day. All other services related to the fire protection systems shall be payable per Section 6.10.6.10.**

8.5.9 SNOW REMOVAL

- A. Following snow or wintry precipitation, the CONTRACTOR may be required to plow the site entrance, the main access road, the roads leading to the PEB and GEB, the parking areas of the PEB and GEB, and the site perimeter road. The approximate total road length is two (2) miles. Plowing will only take place when access to the site is needed or anticipated for a normal work day. If the wintry precipitation occurs over a weekend or holiday, plowing will not be required until the next scheduled work day. Plowing shall enable travel on site in a regular 2-wheel drive vehicle and shall provide adequate vehicle turnaround room at the PEB and GEB. Salt, sand or similar material shall be applied where necessary at the site entrance main access road, and building driveways to minimize ice formation.
- B. The CONTRACTOR may be required to plow the site roads if snow drifts render them impassable or dangerous. If plowing is necessary in order to ensure safe travel around the site, the CONTRACTOR shall request and receive approval of the NJDEP Operations Manager prior to such events.
- C. The CONTRACTOR shall hand shovel, snow blow or otherwise clear the plant sidewalks and pump vault areas as necessary to gain access to the PEB, GEB, tank farm, and pumping equipment and appurtenances. The CONTRACTOR shall also spread salt, sand or similar material to minimize ice formation when necessary. **Payment for this work shall be included in the monthly plant operations fee according to Section 6.10.6.4.**
- D. **See IFB Section 6.10.6.11 for payment information on snow plowing.**

8.5.10 REPORTS, LOCKOUT INSPECTION, AND DOCUMENT UPDATES

- A. As part of this contract, and in addition to the reports required per Section 8.5.6 of this IFB, the CONTRACTOR shall prepare operation reports and MBE / FBE utilization reports. The CONTRACTOR shall also update the operation and maintenance manual, equipment manufacturer's manuals, and site as-built drawings.
- B. On a monthly basis, the CONTRACTOR shall prepare an operation report which shall include, but not be limited to, the following information:
 - 1. Synopsis of plant performance, including influent and effluent flow summaries, and work completed or in process during the month.

2. Summary of problems or incidents during the month and their resolution.
 3. Summary of plant alarms and after-hours responses.
 4. Summary of waste quantities generated and/or removed.
 5. Description of activities planned for the following month.
 6. Recommendations for improving plant operation or maintenance management and for remedial process optimization.
 7. Identification of personnel changes.
 8. Vendor inspection or service reports.
 9. Discharge Monitoring Report (DMR) and all associated laboratory reports.
 10. Private Water Diversion Report when scheduled.
 11. Summary of process monitoring data from in-house laboratory and analytical reports from certified laboratories.
 12. Tabular summary and electronic files of ground water elevations per IFB Section 8.5.6.4.
 13. Summary of ground water recovery information per IFB Section 8.0.G. A tabular summary of the totalized flows from each of the recovery wells shall also be included and shall span the preceding twelve month period.
 14. Monthly usage summary for consumables.
 15. Updated spare parts inventory, including identification of spare parts used during the month.
 16. MP-2, or suitable replacement, work order history for month.
- C. The CONTRACTOR shall submit one (1) copy of the monthly operation report to the NJDEP Operations Manager no later than the twentieth day of each month. For example, the monthly report for January shall be submitted no later than February 20.
- D. Within sixty (60) calendar days prior to the end of the contract term, the CONTRACTOR and the NJDEP Operations Manager shall conduct a joint lockout inspection. As a result of this inspection, the NJDEP Operations Manager shall prepare a punchlist of items that are required to be addressed or completed by the CONTRACTOR prior to the conclusion of the contract. The CONTRACTOR must address or complete all of the punchlist items to the satisfaction of the NJDEP Operations Manager before final payment will be made under this contract. Final payment is defined in Section 6.10 of the contract.
- E. Within thirty (30) calendar days following the lockout inspection, the CONTRACTOR shall prepare and submit one (1) draft copy of a final operation report. This report shall be structured to allow easy cross-referencing of the sections and shall include the following at a minimum:
1. General work description.
 2. List of all personnel.
 3. Updated inventory of spare parts, State-owned tools kept at the site, consumables, in-house laboratory supplies and consumables, and any other pertinent supplies for plant operation and maintenance.
 4. List of all equipment or instrumentation replaced over the course of the contract and identification of supplier, manufacturer, make, model number, serial number, and warranty information.

5. Brief summary of changes or updates made to site manuals, treatment system as-built drawings, or maintenance management tracking system.
 6. Description of any problems or difficulties encountered and the corrective actions taken.
 7. Report of any health and safety-related incidents during the course of the contract.
 8. Waste quantity summary for contract term, including identification of transporter and disposal or recycling facility.
 9. Identification of all permit or reporting violations and description of CONTRACTOR'S corrective actions.
 10. List of subcontractors, vendors, and suppliers used by CONTRACTOR including telephone numbers, contract persons, and description of respective services or goods provided.
 11. Project recommendations.
 12. All site-specific final billing information.
 13. Any other pertinent information.
- F. The draft final report will be reviewed by NJDEP for acceptability. The CONTRACTOR will be responsible for incorporating all corrections or additions required by the NJDEP and for submitting one (1) copy of the modified report within ten (10) working days of receipt of the NJDEP's comments. Final payment will not be made to the CONTRACTOR before the final report is deemed acceptable by the NJDEP.
- G. The CONTRACTOR shall update the operation and maintenance manual included in Appendix A on an as-needed basis during the course of the contract. At the beginning of contract year 3, the CONTRACTOR shall submit to the NJDEP Operations Manager one (1) copy of proposed updates to this manual. The CONTRACTOR shall revise these updates in accordance with the STATE'S comments and shall resubmit them until accepted by the NJDEP Operations Manager.
- H. The CONTRACTOR shall update the equipment manufacturers' manuals on an as-needed basis during the course of the contract. These updates shall be identified to the NJDEP Operations Manager during the course of the contract and shall be inserted into the appropriate sections of the manuals retained on site.
- I. The CONTRACTOR shall red-line any changes made to the treatment facility on the as-built drawings retained on site. Changes shall be recorded timely on an as-needed basis and shall be identified to the NJDEP Operations Manager during the course of the contract.
- J. **All of the work under Section 8.5.10 is included as part of the monthly plant operations fee. Consult Section 6.10.6.4 for payment information.**