

# **Questions and Answers**

## **RFQ for Disaster Debris Removal and Management Services**

The following constitutes questions posed by prospective respondents to this RFQ along with the State's answers. To the extent possible, the questions have been grouped by the relevant RFQ section or exhibit number.

### **1.0 Purpose and Intent**

***Q 1: I have a question regarding the RFQ for Disaster Debris Removal and Management Services currently posted on Purchase and Property's website. Does it apply to clean up from Hurricane Sandy or future clean up?***

A 1: The intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted pursuant to Subsection 3.1, *Contract Activation*.

***Q 2: We will definitely be preparing and submitting our RFQ. We were wondering is there any way to visit several areas to look at the conditions, establish our internal work plan and attain a better understanding of our means and methods. All are part of the development of the pricing we will be submitting. Please let me know.***

A 2: At this time, there is no site visit available. However, it should be noted that the intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted. Therefore, bidders should be cognizant that the State may require disaster debris removal and management services unrelated to current post-Sandy recovery efforts and therefore should not base their pricing solely upon the current situation in the State.

***Q 3: Are towns going to be obligated to transition from the current contractor to the new contractors under this new RFQ?***

A 3: Towns will not be obligated to transition to a new contractor in the midst of a current, ongoing debris removal project. However, all new Task Orders for Debris Removal and Management Services will be issued pursuant to the contract awards under this RFQ.

***Q 4: Will the current contractor be phased out in the towns they are working to be replaced by the new contractors under this RFQ? If yes, what is the transition plan and timeline?***

A 4: No. Towns will not be obligated to transition to a new contractor in the midst of a current, ongoing debris removal project. However, all new Task Orders will be issued pursuant to the contract awards under this RFQ.

***Q 5: The RFQ says this contract will be used for new debris removal projects. Has the State defined what these new projects are?***

A 5: No. The State has not defined what new projects may be the subject of Task Orders issued pursuant to this contract award. The intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted pursuant to Subsection 3.1, *Contract Activation*.

***Q 6: Is current contractor's state contract being terminated upon award of this RFQ?***

A 6: No. Towns will not be obligated to transition to a new contractor in the midst of a current, ongoing debris removal project. However, all new Task Orders will be issued pursuant to the contract awards under this RFQ.

***Q 7: The RFP stipulates that award may be made up to four (4) contractors. Has a regionalized approach been considered if this is the case? We are being requested to price the project as if we were receiving the whole Task Order with the understanding that a BAFO could occur. However, based on the work already being performed under your "emergency" contract, each work area will present variable circumstances (Volumes of debris, debris types, landfill issues, etc.). Does the possibility exist that once awarded a contract that the BAFO would be Task Order specific for the work area assigned? I just see an inherent risk with multiple awards and no specific work areas.***

A 7: A regionalized approach was considered, but was not deemed in the best interest of the State and the contract users. Because of the nature of natural disasters, certain areas of the State can have intense impacts such that one contractor may not be able to address the needs of an entire region of the State. With respect to the BAFO process, any BAFO would occur, prior to contract award, through the RFQ process. Contracting Entities do not participate in the BAFO process.

***Q 8: The RFQ states in Section 1.0 (third paragraph) that "Qualified firms shall either possess a New Jersey A-901 license or be willing to apply for such licensure...". Clarification is required respecting what actions or other commitments would be required of a Bidder/Contractor to evidence their "willingness to apply" for A-901 Licensure. Similarly, confirmation is required that a non-A-901 licensed Bidder/Contractor would not be prejudiced in any manner in the bid/proposal valuation process. 3. Contractor's Use of A-901 Licensed Firms for Debris Transportation – The requirement that Contractor must utilize A-901 licensed firms for transportation of debris is clear from the text of the RFQ. Clarification is required respecting whether a Bidder/Contractor utilizing an A-901 licensed subcontractor for all debris transportation services is sufficient to satisfy the A-901 licensure requirement identified in Comment 2 immediately above, or is Contractor's having, of being willing to apply for, a A-901 license a separate and additional requirement.***

An A-901 license is required for anyone engaging in the solid waste industry in New Jersey to be legally authorized to collect, broker, and/or transport solid waste or to operate a permitted solid waste facility. The Bidder/Contractor should ensure they possess the requisite integrity, reliability, expertise and competence to operate in the solid/hazardous waste industry of New

Jersey. Evidence to demonstrate willingness to apply for an A-901 license will be the actual proposal submission itself, with the understanding that the Bidder/Contractor will initiate the temporary A-901 licensing process upon submittal of the proposal. The Bidder/Contractor must be aware that if the applicant or any key employee has a disqualifying crime as found in the A-901 rules at N.J.A.C. 7:26-16.8 found at [www.state.nj.us/dep/dshw/resource/rules.htm](http://www.state.nj.us/dep/dshw/resource/rules.htm) , the NJ Division of Law should be contacted immediately for guidance at (609) 292-6018, since the temporary license may be denied. Forms to apply for a temporary A-901 license may be downloaded from NJDEP's Hurricane Sandy website: <http://www.nj.gov/dep/special/hurricane-sandy/>

In response to whether a Bidder/Contractor utilizing an A-901 licensed subcontractor for all debris transportation services is sufficient to satisfy the A-901 licensure requirement, the solid waste transportation rules at N.J.A.C. 7:26-3.2(a)1 state that "[n]o person shall act as a prime contractor or subcontractor for the transportation of solid waste in this State without first obtaining an approved registration statement from the Department." This means that the Bidder/Contractor must have an A-901 license.

A Bidder/Contractor's use of only A-901 licensed subcontractors is not sufficient to fulfill the Bidder/Contractor's obligation to hold an A-901 license.

***Q 9: What will the process be to transition in new contractors to current temporary debris sites?***

A 9. In the event that a new contractor will be utilizing a currently operating TDMA, the Contracting Entity will be in charge of the transition.

***Q 10: What is the timeline for award?***

A 10: The State anticipates contract award to occur before the end of the year.

***Q 11: What is the expected timeline when the contractor should expect to go to work?***

A 11: In the event that a Contractor receives a Task Order to perform post-Sandy recovery projects, the Contractor should expect to mobilize within the minimum timeframes established in Section 3.1 of the RFQ. However, bidders should be mindful that there is no guarantee of work for this contract.

***Q 12: Will there be oral presentations? If so, when will those be scheduled?***

A 12: There will not be oral presentations for this RFQ. Bidders will be evaluated based upon their submitted proposals.

### **1.1 Background**

***Q 13: Has the state identified the percentage of work still to be completed? The RFQ states there are 3 million yards left to be cleaned. How was this number determined and in what towns does debris remain?***

A 13: This figure is an estimate based on debris estimates from the Federal Emergency Management Agency and information made available through the NJDEP. However, please note that the intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted. Therefore, bidders should be cognizant that the State may require disaster debris removal and management services unrelated to current post-Sandy recovery efforts and therefore should not base their pricing solely upon the current situation in the State.

***Q 14: Are the monitoring contractors going through this similar procurement process?***

A 14: The State currently has monitoring contracts through State Contract T-2686 (Louis Berger Group, Inc. and O'Briens Response Management) and Waiver #AG-065, which was awarded on November 2, 2012 to SAIC and Arcadis. The State believes that there are sufficient resources to perform debris monitoring in concert with the contract(s) awarded as a result of this RFQ.

***Q 15: Are Union Wages or Prevailing Wage Rates (SCA Contract Requirements) a requirement of this solicitation?***

A 15: Yes. There are certain tasks under the Scope of Work that are subject to prevailing wage. All bidders are required to be registered pursuant to the Contractor Registration Act at the time of their proposal submission. The revised RFQ and Price Sheet contain specific information regarding prevailing wage.

## **1.2 Proposal Submission**

***Q 16: Because both the physical and P.O. Box addresses were listed, please confirm the physical address zip code for proper delivery by Federal Express or other courier.***

A 16: The physical address zip code is 08608 and should be used for all non-U.S. Postal Service deliveries. Deliveries through the U.S. Postal Service should use the full ZIP+4 code of 08625-0230.

***Q 17: For shipping purposes, please provide a phone number for the shipping address.***

A 17: The phone number is (609)292-4700.

***Q 18: Can you share with us the other contractors that you deemed qualified to submit a response to this RFQ?***

A 18: In addition to emailing a large group of potential bidders to this RFQ, the State also issued notice of the RFQ on the State website. As such, the potential bidder pool is limited only to those interested firms willing to meet RFQ specifications.

***Q 19: Section 1.2 limits the proposal to 50 pages, does this page count include all requirement RFQ forms and requirement bonding documents?***

A 19: No, required forms and documents, resumes and other information best suited to appendices are outside the 50-page guideline.

***Q 20: The requirement in Section 1.2 states "All respondents must limit their proposals to 50 pages or less at no smaller than 12 point type." Please clarify whether or not the Statutory Requirements Purchase Bureau forms and the Price Proposal bid form and bid bond, are to be included in that 50 page limitation.***

A 20: No, required forms and documents, resumes and other information best suited to appendices are outside the 50-page guideline.

***Q 21: Which proposal documents are included in the 50-page limit as stated on page 3 of the RFP?***

A 21: No, required forms and documents, resumes and other information best suited to appendices are outside the 50-page guideline.

***Q 22: Does this include resumes, tables of contents and other organizational materials, the bid bond, or the required forms listed on page 37?***

A 22: No, required forms and documents, resumes and other information best suited to appendices are outside the 50-page guideline.

***Q 23: Is the price schedule (Attachment 1) supposed to be appended to the end of the technical proposal, or submitted as a standalone document?***

A 23: The price schedule can be included as an appendix to the technical proposal.

***Q 24: Which proposal documents are included in the 50-page limit as stated on page 3 of the RFP? Does this include resumes, tables of contents and other organizational materials, the bid bond, or the required forms listed on page 37?***

A 24: Required forms and documents, resumes and other information best suited to appendices are outside the 50-page guideline. The table of contents for the proposal itself would be included in the 50 page limit.

***Q 25: Many of the forms have a blank for the RFQ number; however there is not one mentioned in the documents or on the website. What should be entered in these blanks?***

A 25. Please enter "RFQ-DDRM" in these blanks.

***Q 26. What forms are we required to complete?***

A 26. A bulleted checklist has been created and inserted into the RFQ under Section 1.2. Bidders should also possess, or be in the process of applying for, a New Jersey Business Registration Certificate with the N.J. Division of Revenue and be registered pursuant to the Contractor Registration Act. A copy of a valid Business Registration Certificate and Public Works Contractor Registration must be submitted prior to contract award.

### **3.0 RFP Scope of Services**

***Q 28: With respect to District Solid Waste Plans and Flow Control, will existing District "flow control" directives be suspended by NJDEP or the District? If so, where and how? Clarification is required.***

A 28: The decision to suspend flow control restrictions is made by NJDEP and/or the District. In the wake of Hurricane Sandy, flow control restrictions were suspended in some districts. Some Districts now have lifted these suspensions. The possibility exists that flow control restrictions will be suspended in response to future emergent events; however, there is no guarantee that this will occur. In the event that flow control restrictions are suspended, the Contractor will be notified by the State Contract Manager. Prior to final disposal, Contractor must present the Contracting Entity with 3 disposal site options. The final disposal site must be approved by the Contracting Entity.

***Q 29: Will there be a mandatory requirement to use New Jersey contractors? If so, will there be a minimum percentage of work to be done by New Jersey contractors?***

A 29: The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at [https://www6.state.nj.us/CEG\\_SAVI/jsps/vendorSearch.jsp](https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp)

***Q 30: Will there be any minority business requirement and, if so, what percentage?***

A 30: State law prohibits the establishment of set-aside goals based on race or gender. The Division strongly encourages the use of small, minority- and women-owned New Jersey businesses and invites the successful bidders to utilize these resources. The Division has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at [https://www6.state.nj.us/CEG\\_SAVI/jsps/vendorSearch.jsp](https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp)

***Q 31: Can we bid on boats only?***

A 31. No. Subsection 6.0, *Cost Proposal*, states in relevant part that “[f]ailure to submit all requested pricing information may result in the bidder’s proposal being considered materially non-responsive.” Non-responsive proposals will be rejected without evaluation.

***Q 32: If the current contractor is to be transitioned out and replaced with new contractors, where the existing contractor is currently working, what will be the process for identifying damages that may have occurred during the previous contract? How will liability be assigned?***

A 32: The current contractor will complete work on all projects on which it is currently engaged. There will be no transition.

***Q 33: Is Contractor required to take debris to any specific disposal facility?***

A 33: Contractors removing debris from a solid waste management district that has flow control must comply with the district's flow control requirements, including use of designated solid waste disposal facilities, so long as flow control requirements are in effect. Flow control does not apply to debris that is not subject to any applicable flow control requirements may be disposed or recycled at any facility. The Contracting Entity has the right to direct the Contractor to transport debris collected from the curbside directly to a final disposal or recycling facility instead of utilizing TDMAs. Bidders are cautioned to review the requirements of all solid waste management districts in the State. In the event that flow control is suspended, prior to final disposal, the Contractor must present the Contracting Entity with three disposal site options. The final disposal site must be approved by the Contracting Entity to ensure that the debris is disposed of at a site that is most cost-efficient to the Contracting Entity.

***Q 34: Will waste be able to go to any lawfully permitted site?***

A 34: The Contractor shall not assume that TDMAs, located outside of the jurisdictional boundaries of the Contracting Entity are available unless so specified in the Task Order or otherwise made available to the Contracting Entity. In the event that flow control is suspended, prior to final disposal, the Contractor must present the Contracting Entity with three disposal site options. The final disposal site must be approved by the Contracting Entity to ensure that the debris is disposed of at a site that is most cost-efficient to the Contracting Entity.

***Q 35: Will any debris be permitted to be hauled out of state?***

A 35: Subject to applicable district solid waste management plan requirements (including flow control), the Contractor may utilize disposal and recycling facilities located outside of New Jersey. The Contractor shall not assume that TDMAs located outside of the jurisdictional boundaries of the Contracting Entity, are available unless so specified in the Task Order or otherwise made available to the Contracting Entity. In the event that flow control is suspended, prior to final disposal, the Contractor must present the Contracting Entity with three disposal site options. The final disposal site must be approved by the Contracting Entity to ensure that the debris is disposed of at a site that is most cost-efficient to the Contracting Entity.

**3.1 Contract Activation**

***Q 36: What will be the process for this contract being assigned to specific towns? If there are multiple vendors, how will contractors be assigned?***

A 36: Local government entities (towns, counties, school districts, or other local government entities can issue Task Orders under this contract to any vendor under this contract, based on their specific needs.

**3.4 Licenses and Permits**

***Q 37: The RFQ provides that "(T)he necessary permits shall include, without limitation, an A-901 license pursuant to the requirements of N.J.S.A. 13:1E-128, 133 and 135, and a certificate of public convenience pursuant to N.J.S.A. 48:13A-6.2." This provision appears to conflict***

***with the language of the RFQ noted in Comment 2 above (qualified firms/bidders either possessing, or being willing to apply for, A-901 licensure). Clarification is required.***

A 37: An A-901 license is required for anyone engaging in the solid waste industry in New Jersey to be legally authorized to collect, broker, and/or transport solid waste or to operate a permitted solid waste facility. The Bidder/Contractor should ensure they possess the requisite integrity, reliability, expertise and competence to operate in the solid/hazardous waste industry of New Jersey. Evidence to demonstrate willingness to apply for an A-901 license will be the actual bid document itself, with the understanding that the Bidder/Contractor will initiate the temporary A-901 licensing process upon submittal of the bid. The Bidder/Contractor must be aware that if the applicant or any key employee has a disqualifying crime as found in the A-901 rules at N.J.A.C. 7:26-16.8 found at [www.state.nj.us/dep/dshw/resource/rules.htm](http://www.state.nj.us/dep/dshw/resource/rules.htm), the New Jersey Office of Attorney General, Division of Law, should be contacted immediately for guidance at (609) 292-6018, since the temporary license may be denied. Forms to apply for a temporary A-901 license may be downloaded from NJDEP's Hurricane Sandy website: <http://www.nj.gov/dep/special/hurricane-sandy/>

In response to whether a Bidder/Contractor utilizing an A-901 licensed subcontractor for all debris transportation services is sufficient to satisfy the A-901 licensure requirement, the solid waste transportation rules at N.J.A.C. 7:26-3.2(a)1 state that "[n]o person shall act as a prime contractor or subcontractor for the transportation of solid waste in this State without first obtaining an approved registration statement from the Department." This means that the Bidder/Contractor must have an A-901 license.

***Q 38: Will any preference be given to a company who already has an A-901 license?***

A 38: No. Preference will not be given to a company who already has an A-901 license.

***Q 39: How long does it take under normal circumstances to obtain an A-901?***

A 39: Under normal circumstances, a permanent A-901 license could take several months to obtain; however, NJDEP and the Attorney General's Office have developed a streamlined process to obtain a Temporary A-901 license specifically for solid waste activities associated with debris removal, which takes a matter of days to issue once an administratively complete application is submitted and no disqualifying concerns are identified. NJDEP reserves the right to revoke a temporary license at any time should any derogatory information be discovered.

***Q 40: How fast will an A-901 permit be issued upon award of the RFQ? Will Contractor be able to start work before obtaining the A-901?***

A 40: The Division strongly advises that interested bidders begin the process of obtaining a temporary A-901 license as the Contractor will not be able to start work without possessing an actual A-901 license or temporary A-901 permit authorized by NJDEP.

***Q 41: From our understanding, obtaining a New Jersey A-901 license is a lengthy process, is the State waiving this requirement for bidders to this RFQ?***



A 41: No. Please be aware that NJDEP has not waived A-901 licensing requirements, but is quickly issuing temporary approvals to enlist the help of unlicensed haulers under the exclusive control and supervision of New Jersey governmental entities or A-901-licensed companies. NJDEP continues to encourage any entity entering into a lease to take the time to verify transporter compliance using the SAFER website maintained by USDOT (<http://safer.fmcsa.dot.gov/>) to identify driver and/or vehicle concerns AND verify that these haulers have proper vehicle registrations & insurance/liability coverage. More information on temporary A-901 approval is available at the following website: <http://www.nj.gov/dep/special/hurricane-sandy/>

***Q 42: Will permits be readily available for removing boats from wetlands and other environmentally sensitive areas?***

A 42: Subsection 3.4 requires the Contractor to be responsible for determining the permits and other authorizations or approvals necessary to perform the contract. The Contractor shall obtain all permits, authorizations and approval necessary to complete the work and shall make these available to the State and Contracting Entity prior to commencing work. NJDEP will make every effort to expedite the process for obtaining all necessary permits.

#### **3.7.3.6 Soil, Silt, Sediment and Sand**

***Q 43: The price for sand screening details the handling of debris-laden sand to remove the debris and place clean sand back on the beaches. Will this line item potentially be expanded to include beach renourishment and restoration of the emergency berm system throughout the impacted shoreline?***

A: No.

***Q 43: What are the required specifications to define clean sand?***

Clean sand is uncontaminated sand that shall be screened or sifted until visible debris is absent.

#### **3.7.8 – Vessel Removal**

***Q 44: Due to the varied sizes and complexity of vessel removal, would the State consider implementing a "per linear foot" pricing structure versus per unit? That allows the contractor to cover the various size vessels that could be encountered. Otherwise, we are being required to bid "site unseen."***

A 44: Yes. Attachment 1 (Price Proposal Form) has been supplemented with the addition of Exhibit A-1, Price Schedule Supplement for Vessel Removal Pricing. This supplemental schedule provides for different levels of pricing based on vessel length (in linear feet) as well as the travel distance, which is broken down in the same mileage increments as the other sections of the price sheet.

***Q 45: Approximately how many boats need to be recovered?***

A 45: That information is not available at this time. However, please note that the intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted. Therefore, bidders should be cognizant that the State may require disaster debris removal and management services unrelated to current post-Sandy recovery efforts and therefore should not base their pricing solely upon the current situation in the State.

### **3.7.17 Debris Removal from Drainage Systems**

***Q 46: Debris Removal from Drainage Systems- Will catch basins and drainage piping systems debris removal be a requirement under this scope? If so, can the pipe sizes be broken down into increments to better provide specific pricing? Or would pricing per linear foot be considered?***

A 46: The State has removed this requirement under the revised Scope of Work.

### **3.8 Temporary Debris Management Areas**

***Q 47: Is there a current list of NJDEP-approved TDMA sites and can we be provided this list?***

A 47: No. The Contractor should consult with the Contracting Entity once a Task Order has been issued to identify TDMAs within the Contracting Entity's jurisdiction.

***Q 48: Will temporary debris sites currently set up under current contractor be transitioned over to new contractors? What is the transition plan and how will liability be assigned?***

A 48: TDMAs approved for the Sandy event have expiration dates. Thus, some TDMA approvals may have expired by the time this contract is awarded or by the time the Contractor is issued a Task Order by the Contracting Entity. In such cases, the Contractor must work with the Contracting Entity to identify and obtain approval for new TDMAs.

TDMAs that have not yet expired at the time that a Task Order is issued to the new Contractor may be utilized by the new Contractor at the direction of the Contracting Entity, subject to the requirements of the TDMA approval issued by NJDEP.

Access to a TDMA is under the control of the Contracting Entity. As such, it is up to the Contracting Entity to decide whether to allow more than one Contractor to utilize a TDMA, and if so, the terms of such use.

To the extent that any current contractor has contractual obligations to close-out TDMAs, the current contractor retains those obligations unless assigned to other persons or entities.

### **3.8.1 General Requirements**

***Q 49: On page 26, the first subsection, "3.8.1 General Requirements," starts. On page 29, the next subsection, "3.8.6.2 Vehicle and Vessel Aggregation Sites," starts. The subsections that follow match the numbering (i.e., 3.8.6.2 through 3.8.9). Can you please clarify that***

***subsections 3.8.2 through 3.8.6.1 are missing on purpose or that this is only a section numbering problem?***

A 49: This is a section numbering issue and the RFQ has been amended to reflect this change.

***Q 50: Is the contractor responsible for requesting the use of certain TDMA's and, if so, is the contractor responsible for getting them permitted and what is that process?***

A 50. Pursuant to Subsection 3.8.1, *General Requirements*, the Contractor shall use only temporary debris management areas ("TDMA's") designated by the Contracting Entity's Debris Managers. N.J. Department of Environmental Protection approval(s) are required for all TDMA's. These approvals are the responsibility of the Contracting Entity, pursuant to Subsection 3.4, *Licenses and Permits*. DEP Emergency Permits include siting, construction, operation monitoring, closure, and post-closure care requirements. DEP Emergency Permit requirements must be met to ensure proper site operations and compliance may be a condition for reimbursement by FEMA and Federal Highway Administration. Where sites are not properly operated the emergency permit may be revoked. Where closure is not completed properly or environment releases occur, post-closure care may be mandated. The Contractor shall not assume that TDMA and landfills, located outside of the jurisdictional boundaries of the Contracting Entity, are available to the Contractor unless so specified in the Task Order. Additional guidance on the procedures for TDMA setup, operation and closeout are provided in Attachment 13.

***Q 51: Who holds the responsibility to bring the site to pre-disaster specifications?***

A 51: The Contractor is responsible for restoring any TDMA that it has utilized to pre-disaster specifications. Additional guidance on the procedures for TDMA setup, operation and closeout are provided in Attachment 13.

### **3.8.9 Disposal Pricing**

***Q 52: Disposal of reduced vegetative debris- Please clarify exactly the intent of the following statement on page 31- "Reduced debris delivered to an authorized landfill may be paid based on the price per cubic yard for reduced debris, according to Lines 17-21 of Part A of the Price Proposal Form, with volumes equal to the quantity of unreduced debris delivered to the TDMA."***

A 52: The State added units of tons or cubic yards for the "Transport from the TDMA to Final Disposal Site" line items (Line Items 17-21) and eliminated the "unreduced debris" sentence above. This way, the reduced debris does not have to be verified by the Monitor prior to transport for disposal.

### **5.0 Contract Term**

***Q 53: The contract term is stated as 1 year on page 33 of the RFP. Are there any renewal or extension options? If so, will price adjustments according to a standard (for example the CPI) be available?***

A 53: There are no renewal options for this contract.

## **6.0 Cost Proposal**

***Q 54: Should additional items, such as lodging, per diem, mobilization, demobilization, etc., be included in the cubic yard prices, or will those be separate line items? If yes, will an addendum be issued with an updated pricing sheet?***

A: Subsection 6.0, *Cost Proposal*, states that “[t]he bidder shall provide an all inclusive firm fixed price for each line item. This shall include all work described in RFQ Scope of Services.” Any additional costs such as lodging, per diem, mobilization and demobilization shall be incorporated into the all inclusive firm fixed price for each line item.

***Q 54: The RFQ mentions numerous times that all work being contemplated will be negotiated. Is the state going to issue an addendum for all pricing for those potential line items so that any and all work can be included in the scope of the RFQ making the contract compliant with FEMA guidelines?***

No. There is no negotiation component beyond the possibility of obtaining a Best and Final Offer (BAFO) from bidders. The Contracting Entities will be open to select a contractor from the several contractors anticipated to be awarded a contract pursuant to this RFQ. Any work performed by a contractor for a Contracting Entity will be performed at the firm fixed prices negotiated with the State during the BAFO process. Contracting Entities may negotiate the Scope of Services for the Task Order and form of agreement, if necessary.

## **8.0 Selection Process**

***Q 55: In Section 8.0, Selection Process, how will the respondents be compared "apples to apples" in the absence of weight values on the selection criteria? Weighted values should be implemented to establish a level playing field for the respondents and allow the established and reputable firms in the industry to be properly evaluated. We would further suggest that additional criteria be implemented for the following:***

***a. Past Performance: The respondent should display a past performance on projects handling at least 1.5 million cubic yards of debris over the last 5 years.***

***b. Bonding Capacities: We applaud the establishment of the \$50,000,000.00 performance bond as that levels the playing field to those contractors that have the financial stability and capacity to handle projects of this magnitude. However, in the absence of estimated quantities at true value of the project can't be realized. Therefore, five percent (5%) may not be a large enough bid security. We recommend no less than a \$1,000,000.00 bid security or higher for the same reason you established the high performance bond.***

***c. Small business set-asides: The RFQ encourages the use of local subcontractors. To ensure the use of local contractors as well as local minority subcontractors, a set-aside goal of no less than 25% should be implemented.***

***Financials: To ensure the financial stability of the respondents and their ability to carry the project for a reasonable period of time, audited financial statements should be submitted by the respondents for the last three years of operations.***

***Defaults, terminations and litigation: To ensure business integrity, conduct and performance, a statement of whether the contractor has ever defaulted on a contract, been terminated from a project and a summary of litigation should be submitted for review.***

***Items "a-c" are merely suggestions made to the State of New Jersey to add in the selection of the most reputable and capable contractor's in this industry. Please take them into consideration for implementation into this process.***

A 55: Thank you for your suggestions. With respect to evaluation of pricing, the Division will evaluate the pricing proposals of all responsive bidders for cost reasonableness. In addition, these proposals will be evaluated using a weighted model based on data obtained from NJDEP. This model will not be disclosed to guarantee a level playing field for all interested bidders.

As stated in Section 8.0, *Selection Process*, bidders will be evaluated based on a variety of criteria categories, including a review of the bidder's documented experience in successfully completing contracts of a similar size and scope and the bidder's overall ability to undertake and successfully complete the contract. Although the list of factors included in the "overall ability" criteria category did not explicitly reference a review of the company's financials, financial capacity and stability is certainly a factor that will be considered in the evaluation process. The Division believes that furnishing proof of the bidder's ability to obtain and secure the performance and payment bonds, and provide proof of such within the proposal, is sufficient to gauge the financial condition of a bidder. Also, bidders are required to disclose litigation, investigations and other actions in the Disclosure of Investigations and Actions Involving Bidder form, which is required to be submitted with the bidder's proposal.

The Division has set the bid bond at \$1,000,000. This change is reflected in the RFQ. The Division has also lowered the amount of the performance and payment bonds to \$25,000,000.

State law prohibits the establishment of set-aside goals based on race or gender. The Division strongly encourages the use of small, minority- and women-owned New Jersey businesses and invites the successful bidders to utilize these resources and has answered previous questions setting a subcontracting goal of 25% for registered Small Business Enterprises.

***Q 56: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:***

***Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?***

***Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included and which will be excluded?***

***What is the purpose of the "total" column on the Price Proposal Form? Will estimated quantities be provided, or should the unit price simply be copied over?***

***Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?***

A 56: The Division will evaluate the pricing proposals of all responsive bidders for cost reasonableness. In addition, these proposals will be evaluated using a weighted model based on data obtained from NJDEP. This model will not be disclosed to guarantee a level playing field for all interested bidders.

***Q 57: After bidding is complete can we be informed of the winner so we may subcontract?***

A 57: All bidders that submit a proposal will be notified of contract award, regardless of the responsiveness of the proposal.

### **8.3 Bid, Payment and Performance Bond**

***Q 58: I have received and reviewed the RFQ. Thank you. One issue that has surfaced is the requirement for the payment and performance bonds to be supplied upon signing of the contract. Typically, these bonds are not due until a notice to proceed is issued. If the intent is to activate the contracts to assist in Sandy clean up, there is no issue as activation occurs. However, if the intent of the contract is for a future event, the supplying of 50 million dollar payment and performance bonds seriously offends FEMA guidelines in the sense that few companies can afford to spend 250,000 annually dollars for the bonds when there is no guarantee of work. In situations where jurisdictions require such bonds, the jurisdictions pay for them at cost upon presentment of the bonding invoice.***

***If the intent is to immediately, or shortly thereafter, activate the contract, no change is needed. However, if this is to be a pre-event contract should another event occur, we ask that the payment and performance bond requirement be amended such that the bonds are due within 10 days of contract activation and that the bid responses contain verification from the bonding company that the bonds will be available.***

A 58: The intent of this contract is twofold: providing debris removal and management services related to longer term Sandy-related recovery efforts and to serve as a short-term pre-event contract in the event that disaster debris removal and management services are warranted pursuant to Subsection 3.1, *Contract Activation*. As the RFQ stipulates that there is no guarantee or minimum quantity of work associated with this contract, and the Division is cognizant of the guidance set forth in 44 CFR 13.36(c) to maintain full and open competition, the last paragraph of Subsection 8.3 of the RFQ will be amended as follows:

***The Performance and Payment Bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. For purposes of this subsection, Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and***

*submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order.*

The Division has also lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 59: Regarding the required \$50M payment and performance bonds – Section 3.1 Contract Activation – it states that the first Task Order will direct the Contractor to execute the required payment and performance bond...in Section 8.3 it states “The Performance and Payment Bonds must be submitted to the State within thirty (30) days of the contract award and cover the period of the contract.” Please clarify when the payment and performance bonds are required?***

A 59: Subsection 8.3, *Bid, Payment and Performance Bond*, will be amended to reflect that the performance and payment bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order.

Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 60: On the above referenced RFQ, is there a bid bond/bid guarantee for this job?***

A 60: Yes. Please consult Subsection 8.3, *Bid, Performance and Payment Bond*. The State will require a bid bond in the amount of \$1,000,000.

***Q 61: We would like to clarify the submittal time of the performance bond, will the performance bond be required at the time of execution of the contract or upon issuance of an actual Task Order?***

A 61: Subsection 8.3, *Bid, Payment and Performance Bond*, will be amended to reflect that the performance and payment bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be

consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order.

***Q 62: Section 8.3 requires the successful Contractor to furnish a payment and performance bond in the amount of \$50,000,000.00 within 30 days of the “effective date of contract award”.***

***Since there are no guarantees of this contract being implemented can this be changed to read “upon notice to proceed”? If not, will the State reimburse the contractor for the substantial cost of providing this P&P bond and the end of the contract?***

A 62: Subsection 8.3, *Bid, Payment and Performance Bond*, will be amended to reflect that the performance and payment bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order. This will preclude contractors from having to obtain costly performance and payment bonds without a guarantee of work. Given this modification, a reimbursement by the State for the cost of the bonds will not be warranted.

Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 63: We have received and reviewed the subject RFQ and have a question. The RFQ requires that we provide 50 million dollar payment and performance bonds. The question involves when work will begin. If this is a stand by or pre-event contract that "may" be activated should an event occur, the bonds should be due within 10 days of the issuance of the notice to proceed-not the date of signing of the contract. If the intent of this RFQ is to immediately, or shortly thereafter, activate the contracts, there is no issue with the bonds. Please advise.***

A 63: Subsection 8.3, *Bid, Payment and Performance Bond*, will be amended to reflect that the performance and payment bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order.



Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 27: We are looking for information on size of the companies the state is looking for on this clean up. We are a small company with 50 employees and equipment necessary for cleanup work. We however are not able to obtain a bond for \$50,000,000 dollars. Your response would be greatly appreciated so we may move forward.***

A 27: The State is seeking bidders that are able to comply with all RFQ requirements, inclusive of bonding requirements. The State has lowered the amount of the performance and payment bonds to \$25,000,000. Given the historical breadth, complexity and scope of debris removal and management services required during a disaster such as Hurricane and Post-Tropical Cyclone Sandy, the State finds that the amount of the performance and payment bonds is necessary and appropriate.

***Q 64: Regarding the required \$50M payment and performance bonds – Section 3.1 Contract Activation – it states that the first Task Order will direct the Contractor to execute the required payment and performance bond...in Section 8.3 it states “The Performance and Payment Bonds must be submitted to the State within thirty (30) days of the contract award and cover the period of the contract.” Please clarify when the payment and performance bonds are required?***

A 64: Subsection 8.3, *Bid, Payment and Performance Bond*, will be amended to reflect that the performance and payment bonds must be submitted to the State within ten (10) days of the first Contracting Entity-issued Task Order. Contract activation related to post-Sandy recovery efforts shall be conveyed through a Notice to Proceed from the State Contract Manager, who will provide the Contractor with a list of Contracting Entities. The first Task Order issued by the Contracting Entity will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work, at which time the requisite performance and payment bonds should be executed and submitted to the State within 10 days. Contract activation related to other disaster-related debris removal and management projects shall be consistent with the provisions of Subsection 3.1, Contract Activation and occur through the issuance of an actual Task Order. This will preclude contractors from having to obtain costly performance and payment bonds without a guarantee of work.

Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 65: Will we need a \$50,000,000.00 performance bond for boats only?***

A 65: No. The performance bond applies to all price lines as bidders must submit pricing for all price lines. Subsection 6.0, *Cost Proposal*, states in relevant part that “[f]ailure to submit all requested pricing information may result in the bidder’s proposal being considered materially non-responsive.” Non-responsive proposals will be rejected without evaluation.

Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 66: Will we need a \$50,000,000.00 payment bond for boats only?***

A 66: No. The payment bond applies to all price lines as bidders must submit pricing for all price lines. Subsection 6.0, *Cost Proposal*, states in relevant part that “[f]ailure to submit all requested pricing information may result in the bidder’s proposal being considered materially non-responsive.” Non-responsive proposals will be rejected without evaluation.

Please note that the Division has lowered the amount of the payment and performance bonds to \$25,000,000.

***Q 67: The requirement states that "all bidders must submit a bid guarantee equivalent to five percent of the bid price." Price documents include unit rates, however no quantities are provided. Please provide a basis value for calculating the 5% bid bond.***

A 67: The State has revised this section of the RFQ and set the bid bond at \$1,000,000.00.

***Q 68: In preparing the required 5% Bid Bond for the Debris Removal & Management Services RFQ, Attachment 1-Price Proposal Form Part A, it has no estimated quantities to assist with establishing the required bid bond value. Will this be provided?***

A 68: The State has revised this section of the RFQ and set the bid bond at \$1,000,000.00.

#### **8.4 Professional Liability Insurance**

***Q 69: Is the Professional Liability Insurance described in Subsection 8.4 necessary for debris collection, hauling, and disposal contractors based on the services to be performed in Attachment 1, Price Proposal Form (Parts A-C)?***

A 69: Yes, this insurance is to be based on the debris removal and management services performed pursuant to this RFQ, for which pricing is to be submitted in Attachment 1, Parts A-C.

#### **Exhibit 1: Price Sheet Part A**

***Q 70: Under Part A of the Price Form, under the section described as Final Disposal, the Tipping Fees cells under Unit Price and Total are shaded grey. There is also an explanation that Tipping Fees included negotiated contract prices or pass through amount. This clearly indicates that Tipping Fees will be obtained by NJ Treasury Department outside this RFQ and that all pricing in Part A based on cubic yard units of measure is just for transportation.***

***Please confirm that cubic yard pricing is for transportation only. For companies that own landfills, will the NJ Treasury Department approach us to negotiate Tipping Fees?***

A 70: Part A of the Price Sheet has been modified to clarify that the tipping fees are only a pass through charged to the Contracting Entity. Subsection 3.8.9, *Disposal Pricing*, states in relevant part that the “[c]ontracting entity issuing the Task Order will be responsible for all tipping fees at the authorized landfill.” Bidders should not enter a price line for tipping fees; however, the bidder should be cognizant of tipping fees, as well as New Jersey solid waste management district flow control requirements, in the development of their price proposal. Contractors

owning landfills will not be able to dispose of debris in these facilities without the approval of the Contracting Entity after demonstrating that disposal at these Contractor-owned facilities represents the Contracting Entity's most cost-effective site for debris disposal. The New Jersey Treasury does not anticipate approaching companies to negotiate tipping fees.

***Q 71: Who is paying the tipping fees for final disposal?***

A 71: Subsection 3.8.9, *Disposal Pricing*, states in relevant part that the “[c]ontracting entity issuing the Task Order will be responsible for all tipping fees at the authorized landfill.” Because tipping fees are a “pass through” charge, bidders should not enter a price line for tipping fees. However, the bidder should be cognizant of tipping fees, as well as New Jersey solid waste management district flow control requirements, in the development of their price proposal. Contractors owning landfills will not be able to dispose of debris in these facilities without the approval of the Contracting Entity and demonstration that disposal at these Contractor-owned facilities represents the Contracting Entity's most cost-effective site for debris disposal.

***Q 72: The price sheet has final disposal tipping fees by the cubic yard. These are usually paid by the ton. Is the state mandating this by the cubic yard?***

A 72: No. The notation of cubic yards was done in error and the price sheet has been amended to reflect this change.