

**REQUEST FOR QUOTATIONS
FOR
WATERWAY DEBRIS REMOVAL SERVICES**

REVISED January 15, 2013

**Issued by the
State of New Jersey
Division of Purchase and Property**

IMPORTANT DATES

Date Issued:	Friday, January 11, 2013
Questions Due:	Monday, January 14, 2013 at 3:00 PM
Answers to be Posted:	Tuesday, January 15, 2013 at 3:00 PM
Proposals Due:	Friday, January 18, 2013 at 3:00 PM

ALL TIMES ARE EASTERN STANDARD TIME

**New Jersey Department of the Treasury
Division of Purchase and Property
Proposal Receiving Room
33 West State Street, 9th Floor
P.O. Box 230
Trenton, NJ 08625-0230**

**REQUEST FOR QUOTATIONS (“RFQ”)
FOR
WATERWAY DEBRIS REMOVAL SERVICES**

1.0 PURPOSE AND INTENT

This RFQ is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Environmental Protection (“NJDEP”). The purpose of this RFQ is to solicit proposals from interested qualified firms and award up to three contracts to provide FEMA-compliant waterway debris removal services to the State, which will direct the prioritization of the location of these services to the Contractor.

The intent of this RFQ is to award a contract to up to three responsible and qualified bidders whose proposal(s), conforming to this RFQ, is/are most advantageous to the State, price and other factors considered. The State intends that this work to be performed pursuant to a contract between the State and up to three waterway debris removal contractors will be utilized by NJDEP for purposes of identifying debris submerged in waterways, removing debris from State-owned waterways, disposing or recycling of the debris, and dredging sand and redistributing it on the coastal barrier islands. The State will assume ownership of the debris upon collection and removal, including proceeds from recycling or other disposal. The State may award one or more, up to three, contracts for waterway debris removal services if deemed in the State’s best interest, price and other factors considered.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for FEMA Public Assistance grant funding and performed in accordance with FEMA regulations, policies and guidance. Qualified firms shall either possess a New Jersey A-901 license or be willing to apply for such licensure within 48 hours of contract award with the N.J. Department of Environmental Protection, pursuant to N.J.S.A. 13:1E-1 et seq., N.J.A.C. 7:26-3.2 and N.J.A.C. 7:26G-7. The A-901 license must be possessed by the Contractor; this requirement cannot be assigned to a subcontractor. Qualified firms shall also possess all necessary and applicable licenses and permits to operate equipment and vessels related to waterway debris removal, which shall be provided to the State Contract Manager prior to the commencement of work on this contract.

1.1 BACKGROUND

The State of New Jersey suffered catastrophic damage as a result of Superstorm Sandy, which resulted in an extensive amount of debris being washed into the State’s waterways. Based on field observations and aerial reconnaissance, the State has identified eleven (11) Zones (“Zones”) for waterway debris removal and has ranked them in terms of anticipated volume of debris, complexity of debris removal operations, and other factors. The North Region is comprised of Zones 1-2, the Central Region is comprised of Zones 3-7 and the South Region is comprised of Zones 8-11. The Zones are described below in order of decreasing priority. A State map with Zone placement can be found at Attachment B. Additional maps of the Zones are located on NJDEP’s Waterway Debris Resources website at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

NORTH REGION:

- ZONE 1 – Metro: from Outer Bridge Crossing north to the State border

- ZONE 2 – Raritan Bay: Northern bank of Navesink River up to the Outer Bridge Crossing

CENTRAL REGION:

- ZONE 3 – Monmouth County Coastal Tidal Streams: All of Navesink River (and tributaries) south to and including all of the Manasquan River (and all tributaries)
- ZONE 4 – Barnegat Bay North: Southern bank of Manasquan River south to the Northern Border of Normandy Beach
- ZONE 5 – Mid Barnegat Bay A: Northern border of Normandy Beach to Route 37 bridge
- ZONE 6 – Mid Barnegat Bay B: Route 37 bridge to southern tip of Island Beach State Park
- ZONE 7 – Southern Barnegat Bay: Southern tip of Island Beach State Park to Route 72 Bridge

SOUTH REGION

- ZONE 8 – Little Egg Harbor A: Route 72 bridge to southern border of Beach Haven
- ZONE 9 – Little Egg Harbor B: Southern border of Beach Haven to southern tip of Long Beach Island
- ZONE 10 – Great Bay: Southern tip of Long Beach Island to northern border of Brigantine Inlet
- ZONE 11 – Southern Zone: Northern border of Brigantine Inlet to the Delaware Memorial Bridge (Route 295), includes Atlantic (south of Brigantine Inlet), Cape May, Cumberland, and Salem (south of bridge) Counties.

Zones shall extend inland to the farthest extent of the tide surge for Superstorm Sandy as defined by FEMA at <http://fema.maps.arcgis.com/home/index.html>

(Interim High Resolution Surge Area – Field Verified November 11, 2012, New Jersey Interim High Resolution Surge Area)

Priority A: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have the largest volumes of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a high level of complexity. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland. The debris in the Zones will include, but not be limited to, the debris noted below,

- ZONE 4 - Barnegat Bay North: In this area, 58 houses were destroyed in Mantoloking and approximately 45 houses were significantly damaged. Debris from those houses is believed to be in Barnegat Bay, nearby streams and marshes. In addition, 8 vehicles are missing from Mantoloking. Further, breaches of the dunes resulted in deposition of sand from the beach/ocean into Barnegat Bay. The volume of sand deposited in Barnegat Bay in this Zone is unknown, but could be close to 1,000,000 cubic yards. The State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, whole structures, exterior residential contents (patio furniture, grills), docks, vessels, vehicles, telephone poles, vegetative debris and sand.

- ZONE 5 - Mid Barnegat Bay A: In this area, structural damage was less severe than in Barnegat Bay North, but still substantial. The State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, telephone poles, vegetative debris and sand.
- ZONE 8 – Little Egg Harbor A: At least 10 lagoons in the Tuckerton area have submerged debris (types unknown). According to reports from FEMA, 32 homes are missing in this area and at least 10 homes are in the lagoons. Additionally, approximately 7 lagoons in the Stafford Township area are known to have submerged debris (type unknown).
- ZONE 9 – Little Egg Harbor B: Some towns in this part of Long Beach Island experienced significant structural damage (e.g., Holgate).

Priority B: Based on aerial reconnaissance, field observations and other information, the State anticipates that this area will have moderate levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a moderate degree of complexity. For this Zone, the State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- ZONE 6 - Mid Barnegat Bay B

Priority C: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have low/moderate levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a moderate degree of complexity. For each of these Zones, the State anticipates that the submerged and floating debris in each of the following Zones will consist of, without limitation, household contents, structural material, small to medium size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- ZONE 2 - Raritan Bay
- ZONE 3 - Monmouth County Coastal Tidal Stream
- ZONE 7 - Southern Barnegat Bay

Priority D: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have low/very low levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have the lowest degree of complexity. For each of these Zones, the State anticipates that the submerged and floating debris in each of the following Zones will consist of, without limitation, household contents, structural material, exterior residential contents (patio furniture, grills), vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- ZONE 1 – Metro
- ZONE 10 - Great Bay

- ZONE 11 – Southern Zone

The State is requiring that the debris removal and dredging projects be 75% completed **no later than June 1, 2013.**

1.2 PROPOSAL SUBMISSION

For bidders that would prefer to submit their proposal electronically, proposals must be submitted with the subject line **“Waterway Debris Removal and Dredging Services”** to:

Jonathan Wallace
Jonathan.Wallace@treas.state.nj.us

For bidders that would prefer to submit their proposal in hard copy, six (6) copies of the proposal (1 original, 4 copies, and 1 unbound copy) must be submitted marked **“Waterway Debris Removal Services”** and addressed to:

Attn: Jonathan Wallace
Proposal Receiving Room- 9th Floor
Division of Purchase and Property
Department of the Treasury
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230

Proposals must be received by Friday, January 18, 2013 at 3:00 p.m. Eastern Standard Time.

All respondents must limit their proposals to 50 pages or less at no smaller than 12 point type.

Proposals must include all appendices and required forms, which do not count against the 50 page limit. The forms required for submission with the proposal are set forth below. They may be downloaded from the Division of Purchase and Property’s website, which is located at <http://www.state.nj.us/treasury/purchase/forms.shtml> In the event that an RFQ/RFP number needs to be used on a form, please use “RFQ-WATERWAY DEBRIS”.

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program).
- Waivered Terms and Conditions for Services Contracts
- Subcontractor Utilization Plan
- Source Disclosure Certification Form
- Two-Year Chapter 51/EO 117 Vendor Certification and Disclosure of Political Contributions

- Certification of Non-Debarment (Attachment C)

NOTE: Bidders should also possess, or be in the process of applying for, a New Jersey Business Registration Certificate. A copy of a valid New Jersey Business Registration must be submitted prior to contract award.

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer's office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **3:00 p.m. EST on Monday, January 14, 2013** from all potential bidders. Questions shall be directed via email to:

Jonathan Wallace
Jonathan.Wallace@treas.state.nj.us

Communications with any other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm's proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all proposals received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a proposal. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit proposals.

2.0 DEFINITIONS

Contract – This RFQ, any addendum to this RFQ, including Questions and Answers, and the bidder's proposal submitted in response to this RFQ, as accepted by the State.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

District Solid Waste Plan – Solid waste management plan developed by one of the State's 22 Solid Waste Management Districts pursuant to the New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.)

Eligible Debris – Waterway debris as a result of Superstorm Sandy, located within the State's area of legal responsibility or within waters overlying land owned by private entities and for which the State has obtained all necessary authorizations and approvals to enter the property and access the debris, and that meets FEMA eligibility requirements set forth at 44 C.F.R. 206.224

and applicable FEMA policy documents set forth at <http://www.fema.gov/9500-series-policy-publications>

FEMA – The Federal Emergency Management Agency, which administers Public Assistance grant funding for eligible expenditures pursuant to 41 USC §5121, et seq., 44 CFR, Parts 13 and 206 and other published guidance.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, permits, licenses, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Offloading Sites – Area identified and approved by NJDEP for use by Contractor to offload waterway debris collected onto trucks for transport to final disposal site.

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – State employee responsible for the approval of all deliverables and the main point of contact for the Contractor.

State Project Manager – A private firm engaged by the State pursuant to a separate procurement to provide overall management services to the State for this project.

Task Order- Order sent from State to Contractor to activate resources to begin a specific waterway debris removal and/or dredging project.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, or commission payments.

2.1 ACRONYMS USED THROUGHOUT THIS RFQ

ACM – Asbestos Containing Materials

ADMS – Automated Debris Management System

C&D – Construction and Demolition

EHP – Environmental and Historic Preservation

EPA – Environmental Protection Agency

FEMA – Federal Emergency Management Agency

NESHAP - National Emission Standards for Hazardous Air Pollutants

NIMS – National Incident Management System

NJDEP – New Jersey Division of Environmental Protection

NJMVC – New Jersey Motor Vehicle Commission

NJOEM – New Jersey Office of Emergency Management

OSHA – Occupational Safety and Health Administration

SBE – Small Business Enterprise

SHPO – State Historical Preservation Office

TDMA – Temporary Debris Management Area

ZOM - Zone Operations Manager

3.0 RFQ SCOPE OF SERVICES

This project consists of removing and disposing or recycling of all eligible waterway debris within and around the bays and tidal rivers and the dredging, pumping, screening and redistribution of sand in affected waterways of the State of New Jersey. The Contractor shall remove Eligible Debris from waterways as directed by the State.

The State intends to execute up to three (3) waterway debris removal services contracts to perform FEMA-compliant Superstorm Sandy-related waterway debris removal in State-owned waters. The Contractor(s) holding a waterway debris removal services contract will serve as the General Contractor for the purpose of waterway debris removal and dredging operations, and will be able to use its own and subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor(s) will utilize subcontractors, with the expectation that those subcontractors will be members of the local workforce whenever possible. The Contractor(s) shall complete a Subcontractor Utilization Plan and will obtain Certifications of Non-Debarment from its subcontractors. (Attachment C). 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

Debris removed from the waterway shall be sorted prior to or at the time it is removed from Contractor's boats/barges and placed on shore ("Offloading") for final disposal. Transport of waterway debris from the area of Offloading ("Offloading Site") to final disposal site shall be charged according to the debris classification.

Dredging of sand shall not commence until all Eligible Debris overlying the sand is removed.

Freon shall be removed for recycling from white goods prior to hauling to an approved landfill.

The Contractor shall exercise care to avoid destroying aquatic vegetation and shellfish beds when conducting operations pursuant to this Contract. Information about shellfish beds in New Jersey is available at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm> Appropriate equipment shall be used to minimize damage to marshes, wetlands and aquatic vegetation. Debris shall be removed at low tide whenever feasible.

The Contractor shall be required to follow all applicable Federal, State and local requirements in dealing with the release of oil and/or hazardous substances, and the injury of natural resources. Before commencing any work in the water or in marsh areas, the Contractor shall have an NJDEP-approved plan for avoiding or minimizing physical injury to natural resources while removing debris; avoiding or minimizing releases of hazardous substances or oil while removing debris; characterizing and responding to releases of hazardous substances or oil occurring during debris removal; remediating the release of a hazardous substance or oil, if it occurs; characterizing injuries to natural resources and public use of those resources in the event of a hazardous substance or oil release; identifying potential projects/measures to restore or compensate the public for demonstrated natural resource injuries; and rehabilitate oiled or injured wildlife. Please refer to Attachment D, *Oil and Hazardous Substance Release Response and Natural Resource Injury Assessment* for further guidance.

In responding to releases of hazardous substances, the Contractor must perform work in accordance with applicable federal, state and local law, The Contractor must notify the State immediately of any hazardous spill and must follow all EHP/SHPO requirements.

Nonvegetative debris is solid waste and, therefore, must be transported by A-901 licensed firms in compliance with District Solid Waste Plans. Debris may only be disposed or recycled at facilities authorized by the state in which they are located.

The Contractor shall be knowledgeable of the rules and regulations governing the transport of heavy equipment and oversized loads within New Jersey and across state boundaries.

An automated Debris Management System (ADMS) for managing the weight ticketing and accounting process may be utilized. The State reserves the option of allowing or disallowing the use of any ADMS as a substitute for the paper ticketing process.

The Contractor, and any subcontractors or lessees, must comply with applicable District Solid Waste Plans, including any requirements set forth in the Plans to utilize designated solid waste disposal facilities or transfer stations. The NJDEP or the County can waive District solid waste flow control requirements. Summaries of District Solid Waste Plans are set forth at the NJDEP website: www.nj.gov/dep/dshw/recycling/03cplsum.htm

The Contractor must be duly licensed to perform the work in accordance with Federal and State statutes, regulations, guidance, and District Solid Waste Plans. The Contractor shall obtain all Federal, State and local permits and licenses necessary to complete the work prior to commencing work under this contract. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract.

Payment will be made at the unit rates bid.

The Contractor shall be responsible for correcting any violations of applicable law that occur as a result of the Contractor's or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the State.

The Contractor shall be responsible for any damage to private or public property that results from its performance of work pursuant to this Contract. Disagreements regarding damages and liability for damages will be settled through negotiations between the Contractor and the State Contract Manager. The Contractor shall repair damaged areas immediately after the damage

occurs. The affected area or item will be restored to equal or better than its original condition. The Contractor shall supply the State's Project Manager with weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private Contractor(s).

All work must be performed and records must be maintained in compliance with FEMA law, regulations, guidance and policies, and applicable Federal, State and local law.

The Contractor shall ensure that wherever non-English-speaking crews are utilized, at least one crew supervisor must be fluent in English.

Within 24 hours of contract award by the State, the Contractor will be required to participate in a kick-off meeting with the NJDEP and other State agencies as necessary or prudent, prior to mobilization ("Contractor Kick-Off Meeting"). The Contractor will be required to furnish certain items to the State, including their performance and payment bonds, at this meeting. The initial Task Order will be issued at this meeting. The Contractor shall report on its project execution plans at the meeting and will work with the State Project Manager on supporting a comprehensive master plan for waterway debris removal in the State. The Contractor shall participate in any meetings requested by the State or the State Project Manager necessary to establish plans for execution of work under this Contract, including schedules; budgeting matters; debris estimates; personnel, subcontractor and equipment needs; identification of vessel aggregation areas, vehicle aggregation areas, debris staging areas, disposal/recycling facilities, docks and the like; environmental health and safety matters; and other matters as may be identified by the State or Project Manager.

3.1 CONTRACT ACTIVATION

The State Contract Manager will issue an initial Task Order and provide the Contractor with a prioritized list of debris to be removed by Zone. This Task Order will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work and will provide the necessary cost estimate to the State's Project Manager.

Specific work authorizations by the State will be through written Task Orders. Task Orders will define, among other relevant items, the job to be accomplished, location of job, time frame for completion, and prices to be used. (Sample Task Order Form: Attachment E).

The first Task Order from the State will be received by the Contractor at the Contractor Kick-Off Meeting as mentioned in Section 3.0 above. The Contractor shall provide an Operations Manager for each Zone for which the Contractor is performing work pursuant to this Contract ("Zone Operations Manager" or "ZOM"). The ZOM will coordinate all activities of the Contractor within the boundaries of the Zone and with State or the State's Project Manager. The ZOM must be on site within the boundaries of the specified Zone before any debris is removed.

The Contractor shall commence mobilization immediately upon receipt of the initial Task Order, meeting the following progress patterns: 24 hours—25%; 60 hours—75%; and 96 hours—100%, unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the State may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall

perform in accordance with each Task Order. Each Task Order will be uniquely and sequentially numbered.

Sand displaced as a result of the storm and that is Eligible Debris is also within the scope of this Contract. The Contractor is responsible for determining the actual volume of sand within a Zone that meets the FEMA Eligibility Standards.

The Contractor shall obtain all necessary Right of Entry agreements prior to beginning any work.

All activity associated with debris loading and transporting in public areas shall be performed during visible daylight hours only, unless night transporting is authorized by NJDEP, N.J. Office of Emergency Management (“NJOEM”) and/or FEMA (“Night Authorization”). The Contractor will be responsible for determining the method and manner of debris removal operations, consistent with this Contract.

The Contractor shall use only Offloading Sites that are approved by NJDEP. The Contractor shall obtain a list of approved Offloading Sites from the NJDEP prior to mobilization. If the Contractor determines that existing Offloading Sites are insufficient to handle anticipated volumes of debris within the boundaries of the Zone or are otherwise not adequate to support work under this Contract, the Contractor shall work with NJDEP to identify alternate or additional Offloading Sites. Any alternate or additional Offloading Sites must be approved by NJDEP.

The Contractor will be responsible for the lawful disposal and recycling of all debris and any debris reduction byproducts.

The Contractor shall manage debris pickup and offloading operations to coincide with transporting operations during daylight hours, 7 days per week or as defined in the Night Authorization. The Contractor shall be responsible for the mobilization, operations and demobilization at Offloading Sites established or utilized by the Contractor. The Contractor shall also be responsible for the remediation and restoration of Offloading Sites to their pre-use condition.

In the event that an observation tower is needed to monitor Contractor’s operations, the Contractor shall utilize a hydraulic scissor lift or prefabricated tower and ensure its safe and proper utilization.

Once debris removal has been completed in a Zone or portion of a Zone, the Contractor must utilize side-scan sonar, LIDAR or other cost-effective and appropriate technology to ascertain that all eligible debris has been removed from the waterway. The Contractor shall provide the State Project Manager with written confirmation of such. Upon receipt of the confirmation, the State may issue a Task Order for sand redistribution in this area, provided that such operations will not interfere with ongoing waterway debris removal.

Some of New Jersey’s waterways contain hazardous substances in bottom sediments and/or are sites of active remediation/removal of hazardous substances. Work performed under this Contract shall not interfere with any such remediation/removal work. Information on some of the stream contamination issues in New Jersey can be found at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

Contractor shall notify the NJDEP at least 10 working days prior to commencing work in a stream, and shall comply with any restrictions on access to streams as may be required by the federal government or NJDEP.

3.2 ZONE OPERATIONS MANAGER (“ZOM”)

The Contractor shall assign and provide a Zone Operations Manager (“ZOM”) to report to the State or the State Project Manager for all regional contract coordination issues and to report to the State Project Manager for coordination of all Contractor activities under Task Orders issued in that Zone. The assigned ZOM must be knowledgeable of all facets of the Contractor’s operations and have authority in writing to commit the Contractor. The ZOM shall be on call 24 hours per day, seven days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangement for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The ZOM will participate in daily meetings and disaster exercises, functioning as a source to provide essential information. The ZOM shall be National Incident Management System (“NIMS”) compliant and shall maintain records of such training and provide documentation to this effect. This position will not require constant presence; rather the ZOM will be required to be physically capable of responding to the State or the State Project Manager, within one hour of notification.

3.2.1 REQUIRED REPORTING

The Contractor shall provide the State Project Manager (and any other entity designated by the State or the State Project Manager) a daily report on each Zone in which the Contractor is performing work under this Contract. This report shall be in a format to be specified by the State. Content of daily reports shall be specified by the State, and at a minimum shall include sufficient data to determine (for each Zone and for all Zones combined) quantities of debris removed, by debris type, on a daily and cumulative basis, locations of disposal/recycling/staging of debris, number of crews working, types and numbers of equipment operating, and estimated completion date of debris removal, including closure of any Offloading Sites.

In addition, the Contractor shall report daily to the State Project Manager (and Manager (and any other entity designated by the State or the State Project Manager) on worker safety, including descriptions of any worker injuries, fatalities, and accidents, and the Contractor’s response to such incidents.

The Contractor shall maintain all records related to transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller for review and audit upon request pursuant to N.J.A.C. 17:44-2.2.

3.3 HEALTH AND SAFETY

The Contractor shall supervise and direct all work related to waterway debris removal, debris transport, management of Offloading Site(s), scanning services and dredging services, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor(s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor, and its subcontractor(s) and/or personnel, shall comply with all applicable Federal, State, County and local safety and health protection codes, laws, ordinances, and rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

When conducting waterway debris removal and/or sand redistribution and dredging operations, the Contractor shall provide a Health and Safety Officer in each Zone in which the Contractor is performing work under this Contract. This Zone Health and Safety Officer shall be certified in First Aid, CPR, OSHA HAZWOPER, 10-hour OSHA Construction Safety Class and use of an automated external defibrillator ("AED"). These certifications shall be furnished to the State at the Contractor Kick-Off Meeting. A Zone Health and Safety Officer may be used for one or more Zones only with the express authorization of the State Project Manager.

The Zone Health and Safety Officer shall have dedicated access to a small motorboat to perform oversight of waterway debris removal and dredging operations to ensure worker safety. A Zone Health and Safety Officer may be used for one or more Zones only with the express authorization of the State Project Manager.

The Contractor shall perform daily safety inspections. Identified safety and health issues and deficiencies, and the actions, timetable, and responsibility for correcting the deficiencies, shall be recorded on inspection forms. The Contractor shall establish a safety and health deficiency tracking system lists and monitors the status of deficiencies in chronological order. This list shall be updated daily and made available on site.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate Federal, State, County and local authorities, including the NJDEP, State Project Manager and State Contract Manager. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

3.4 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract.

The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of New Jersey. The Contractor shall be responsible for determining what permits are necessary to perform the contract. The Contractor shall obtain all permits necessary to complete the work and shall furnish these to the State on or before the date of the Contractor Kick-Off Meeting.

The necessary permits shall include an A-901 license pursuant to the requirements of N.J.S.A. 13:1E-128, 133, and 135. All marine vessel operators shall possess the requisite licenses and permits for their specific vessel. All costs associated with any such licenses, permits and authorizations are the responsibility of the Contractor. The Contractor's use of only A-901 licensed subcontractors is not sufficient to fulfill the Contractor's obligation to hold an A-901 license. A valid New Jersey Business Registration must be furnished to the State prior to contract award. The Contractor shall

apply for an A-901 within 48 hours of contract award. All other permits and licenses must be provided to the State Contract Manager before work can commence.

The Contractor shall also obtain any and all permits and approvals required by the New Jersey Air Pollution Control Act and the regulations promulgated thereunder, N.J.A.C. 7:27-1 et seq., for the operation of stationary equipment (e.g., cranes, grinders, chippers, shredders). Any stationary equipment operated in the performance of this work shall be located at a site to minimize air quality impacts on the surrounding community (e.g., diesel emissions, odor).

3.5 REPORTING AND DOCUMENTATION

The Contractor shall report daily to the State Project Manager, and any other entity designated by the State or the State Project Manager, on worker safety, including descriptions of any worker injuries, fatalities, and accidents, and the Contractor's response to such incidents.

The Contractor shall maintain all records related to transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller for review and audit upon request pursuant to N.J.A.C. 17:44-2.2.

The Contractor shall provide and submit to the State Project Manager all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and other Federal and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall be responsible for providing protecting storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

3.6 REMOVAL OF WATERWAY DEBRIS

3.6.1 GENERAL REQUIREMENTS

The work shall consist of identifying and removing Eligible Debris from waterways as directed by the State. Every attempt should be made to sort debris by type prior to Offloading. The State will prescribe the specific schedule to be used for waterway debris removal.

The Contractor shall provide all equipment, operators, and laborers for the waterway debris removal operation, as well as personnel to supervise the operation. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract. All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. The Contractor shall determine the make-up of the removal crew, equipment and labor, for the work identified in this task order. The make-up of the removal crew will be dependent upon site conditions, safety, and the environmental sensitivity of the site. The Contractor shall provide all labor and materials necessary to fully plan, manage, operate and maintain all equipment required for this task order.

The Eligible Debris within the State waterways largely consists of sand, C&D materials, white goods, vessels, vehicles, and vegetative debris. The areas from which this debris is to be removed are identified on the maps in the associated Resource Library at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

The Contractor shall remove all Eligible Debris from waterways as directed by the State, inclusive of sand that has been redistributed as a result of the storm. The Contractor shall make every effort to separate and segregate the debris prior to offloading to land. The debris, once loaded, shall remain the property of the State, unless otherwise negotiated by the Contractor. Any revenue generated from the sale, recycling or disposal of Eligible Debris shall accrue to the State.

The Contractor shall remove storm-damaged vessels or vehicles, floating or submerged, that are identified as Eligible Debris. Upon removal, the Contractor shall deliver the vessels and vehicles to an aggregation site as specified by the State.

The State will make every effort to identify and provide access to Offloading Sites on public property where the debris removed from waterways can be safely removed and loaded into haul trucks for transport to a final disposal site. In the event that the State is unable to secure such access on public property, the Contractor shall pursue leasing options with owners of private property to obtain use as an Offloading Site. Any lease entered into by the Contractor must contain a “hold harmless” clause in favor of the State and federal government. The Contractor will operate the Offloading Sites and only Contractor vehicles and others specifically authorized by the State will be allowed to use the sites. Designated drop-off sites may also be established. The Contractor will be responsible for removing all debris from those sites daily.

3.6.1.1 ZONE WORK PLAN

Prior to commencing work, The Contractor shall submit a detailed debris removal and management “Zone Work Plan” for each Zone in which the contractor is tasked to perform work. Contractor shall submit a “Zone Work Plan” that includes a defined Concept of Operations and Work Strategy, Work Flow, Organizational/Management Structure, Zone Safety Plan, Off Load Points, Dock Facilities and any other project specific items as required by the State Contract Manager or the State Project Manager. Each Zone Work Plan will be submitted to the State Contract Manager or the State Project Manager for approval prior to any debris removal or assessment work being performed. The Zone Work Plan should include a process that includes a detailed description of the projected division of work zones into smaller more manageable work zones and or sub-zones.

3.6.2 BRIDGE TO BRIDGE COMMUNICATIONS

Because this work will occur within a channel with heavy traffic, and in order that radio communication may be made with passing vessels, all tugs or salvage vessels that work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio equipment shall operate on a single channel of very high frequency (VHF) FM, on a frequency suitable for the working environment and having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission. Channels providing navigation communications must be monitored at all times.

3.6.3 HAZARDOUS MATERIAL RESPONSE PLAN

In the event that waterway debris removal operations result in the release of oil and/or hazardous substances into the waterway, Contractor shall immediately contact the State Project Manager, NJDEP and implement the Contractor's approved response plan. See Attachment D for further guidance.

3.6.4 QUALITY ASSURANCE AND MONITORING

The Zone Operations Manager will provide daily grid projections to the State Project Manager showing where work crews will be located. Each Quality Assurance (QA) monitor will be assigned grids and/or points. The assigned QA monitor will verify and document productivity and safety compliance. A Daily Quality Assurance Report will be completed to document work performed by the Contractor.

Other personnel from State and federal agencies may observe contractor crews at work and provide their input, through NJDEP, on quality, efficiency, effectiveness and completeness of the work in progress.

The NJDEP will perform random inspections of grids and points documented as complete by the contractor.

3.6.5 DEBRIS CLASSIFICATION

Once the Contractor has removed debris from a waterway, it will be sorted by type either prior to or at the time of offload to land. The types of debris as defined in N.J.A.C. 7:26-2.13 are shown in parentheses next to each debris category:

- Vegetative Waste (Type 23)
- Construction and Demolition ("C&D") Waste (Type 13C/Type 27A)
- White Goods/Household Appliances (Type 13)
- Scrap Metal
- E-waste

3.6.5.1 VEGETATIVE WASTE

The Contractor is responsible for the disposal of vegetative debris that has been removed from the waterway. Only vegetative debris that poses a threat to public safety shall be removed.

Vegetative debris that has been submerged and is not suitable for recycling may be disposed. Final recycling or disposal of vegetative debris will depend on market needs and opportunities for alternative use (e.g., biomass).

3.6.5.2 CONSTRUCTION AND DEMOLITION ("C&D") DEBRIS

Construction and Demolition ("C&D") debris collected from the waterway shall consist of debris resulting from structural damage to buildings, damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating materials/components, air conditioning systems and their components, light fixtures, furnishings and fixtures.

Separate specifications are set forth below for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D debris.

Known or suspected asbestos containing material (“ACM”) should be segregated from other debris and Contractor shall manage such material in compliance all applicable Federal, State and local laws.

3.6.5.3 AGGREGATE

Aggregate consists of asphalt, brick, and concrete.

The Contractor shall load, transport, and dump broken brick, block, concrete, and asphalt to a disposal facility authorized to accept such material or to an NJDEP approved Class B recycling facility, or if outside of New Jersey, to a facility authorized by the jurisdiction.

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be prepared for disposal with other contaminated construction and demolition materials.

3.6.5.4 WHITE GOODS/HOUSEHOLD APPLIANCES

White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils.

The Contractor shall comply with applicable Federal, State and local laws concerning refrigerants, mercury, or compressor oils. Documentation of proper disposal must be provided to the State Project Manager.

White goods removed from waterways may be staged at a temporary staging area approved by the State or transported directly to final recycling/disposal facility. The Contractor shall remove and recover Freon from any white goods at the Offloading Site or final recycling/disposal facility in accordance with all Federal, State, and local environmental and safety regulations and laws. Contractor shall load and transport from an Offloading Site for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a Contractor certified in accordance with 40 CFR Part 82, Sections 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility. The Contractor shall make a distinguishing mark on each white good indicating that the Freon has been removed and recovered. The Contractor shall maintain all licenses and records to perform and document said work.

3.6.5.5 SCRAP METAL

Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately herein. . The Contractor shall segregate scrap metal prior to or at the time of offload and may store it in a temporary staging area approved by the State or bring it directly to a scrap metal processor located in the state. Scrap metal containing motors shall be drained of all liquids

prior to transport to a disposal facility and managed appropriately. Revenues generated from recycling of scrap metal shall accrue to the State.

3.6.6 SAND

The Contractor shall remove sand from Superstorm Sandy that would constitute Eligible Debris. The State will issue task orders to the Contractor for sand removal, requiring that the depth of a navigable waterway be restored to a depth of the maximum draft of the largest vessel to traverse the waterway plus 2 feet. The State may require the Contractor to redistribute such sand

Sand that has been determined through analytical testing to be uncontaminated and is otherwise suitable for placement on beaches shall be restored (e.g., screened) by the Contractor to pre-storm beach quality. The Contractor may be directed by the State to transport the sand to a designated beach. The Contractor shall offload the sand onto the beach. Further action by the Contractor will be limited to rudimentary placement on the beach, either through spreading or placement in berms. Contractor shall be responsible for disposition of materials screened or otherwise removed from sand, and the State may designate locations for disposition of such material.

Sand that has been contaminated with silt and other deposits will be disposed of at an alternate disposal site as directed by the State.

Sand exhibiting visible or known traces of petroleum or chemical spills shall be placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot. This material may be transported to a staging area until final disposal or reuse has been determined. If necessary, analytical testing shall be performed to determine if the material can be reused or must be disposed.

If sand in waterways has been impacted by a spill or other activity that results in the release of a pollutant into the underlying sediments, the Contractor shall sample the sand to characterize it for appropriate disposition as follows:

Depending on the volume of material to be dredged, one (1) core location shall be collected per each 1,000 cubic yards of material to be removed. The depth of the sample shall be to the proposed removal depth. For analytical purposes, a maximum of three (3) core locations may then be composited for analysis of the material for contaminant concentrations.

Each composite or individual core location (if total volume removed is less than 2,000 cubic yards) shall be analyzed for the following target analytes:

- Semi-volatile organics (Method 8270C)
- Metals (Method 6010B), Mercury (Method 7471)
- Pesticides (Method 8081A)

The Contractor must meet the sampling and data quality assurance/quality control guidance and reporting requirements as required by Appendix B of the Department's Dredging Technical Manual. See http://slic.njstatelib.org/slic_files/digidocs/r588/r5881997.html

Any sand or other sediment that has accumulated in barges or other vessels used to transport debris may be removed from the scow and placed in a temporary stockpile area on land. Said stockpile areas should be designed with all the necessary soil and sediment control features (hay

bales, silt fencing, etc.) to control the release of any free water from the dredged material. The following sampling plan should be utilized for the characterization of the material for management at an appropriate disposal facility.

Depending on the volume of material stockpiled, one (1) sample shall be collected per each 1,000 cubic yards of material on-site. Each sample shall be taken to the depth of the pile. For analytical purposes, a maximum of three (3) samples may then be composited for analysis of the material for contaminant concentrations.

Each composite or individual core location (if total volume removed is less than 2,000 cubic yards) shall be analyzed for the following target analytes:

- Semi-volatile organics (Method 8270C)
- Metals (Method 6010B), Mercury (Method 7471)
- Pesticides (Method 8081A)

The designated contractor must meet the sampling and data quality assurance/quality control guidance and reporting requirements as required by Appendix B of the Department's Dredging Technical Manual. See http://slic.njstatelib.org/slic_files/digidocs/r588/r5881997.html

3.6.7 HUMAN REMAINS

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and shall notify the ZOM. The ZOM shall notify the local police department and State Project Manager of the situation and shall coordinate any required actions by the Contractor in response to police department direction. The police, with support of the medical examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police notifies the ZOM that the site has been cleared.

3.6.8 MATERIALS IMPACTED BY RELEASE OF HAZARDOUS SUBSTANCES

Such materials shall be managed pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (as amended) and the regulations promulgated thereunder, as well as applicable NJDEP guidance for addressing such materials.

The methods of handling and transporting these wastes from the site are the responsibility of the Contractor.

Except as otherwise required by applicable law, materials impacted by a release of hazardous waste or hazardous substances, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to an appropriate permitted facility for treatment or disposition.

If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the cleanup.

3.6.9 ELECTRONIC WASTE (“E-WASTE”)

Electronic Waste (E-Waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices. The Contractor shall collect E-Waste and transport it to either a TDMA for segregation or directly to an E-Waste recycling facility.

3.6.10 VEHICLE REMOVAL

Vehicle Removal includes cars, trucks, motorcycles, and recreational vehicles.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contractor.

The Contractor will coordinate with the N.J. Motor Vehicle Commission (“NJMVC”) and/or NJDEP, in removing vehicles and shall comply with all State and local governmental regulations or protocols in removing vehicles from the waterway.

The Contractor shall issue work orders within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towing entities.

The licensed towing entities arriving on the scene will be responsible for evaluating environmental and safety issues. Should the towing entity find any major threats to health, safety or the environment, the vehicle shall not be moved from the Offloading Site, and the NJDEP and State Project Manager shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route.

3.6.10.1 VEHICLE STORAGE AND REPORTING

Recovered vehicles shall be inspected by the Contractor within 24 hours of arrival at the aggregation site. The vehicles will be stored in a manner to allow access for inspection by the State and insurance company representatives and to allow for retrieval and reclamation by the vehicle owner when applicable.

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vehicles in which they have a legal interest. The State, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contractor shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vehicles deemed abandoned on public property (N.J.S.A. 39:10A-1, et seq.), as set forth in Attachment G (incorporated herein by reference). No vehicle shall be sold, junked or otherwise disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 39:10A-1 et seq., and N.J.S.A. 56:13-7, et seq., and the forms in Attachment H, the Contractor shall maintain, and provide to the NJMVC, without limitation:

- the date and time the vehicle was towed;
- the location from which the vehicle was towed;
- documentary proof of the results of the National Crime Information Center check for every vehicle in its possession;
- complete documentation of any sale or disposition of each vehicle, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and
- if the vehicle was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vehicle was released to, as well as a complete listing of all charges and fees assessed.

The Contractor must collect all applicable fees, including the cost of recovery, transport and storage prior to releasing the vehicle to the owner, lienholder, or authorized agent and net the amounts from the bill to the State.

Vehicles that have been abandoned shall be managed in compliance with applicable law and guidance of the NJMVC.

3.6.11 VESSEL REMOVAL

Vessels recovered under this Contract shall be managed in compliance with the Abandoned or Sunken Vessels Disposition Law, N.J.S.A. 12:7C-7 et seq., and applicable regulations. Pricing for this section shall be provided in 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.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contractor.

3.6.11.1 VESSEL STORAGE AND REPORTING

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vessels in which they have a legal interest. The State and any authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contractor shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vessels deemed abandoned under the Abandoned or Sunken Vessels Disposition Law (N.J.S.A. 12:7C-7, et seq.), as set forth in Attachment I (incorporated herein by reference). No vessel shall be disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 12:7C-7, et seq., and the forms in Attachment J, the Contractor shall maintain, and provide to the NJMVC:

- complete documentation of any sale or disposition of each vessel, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and

- if the vessel was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vessel was released to, as well as a complete listing of all charges and fees assessed.

The Contractor must collect all applicable fees, including the cost of recovery, transport and storage prior to releasing the vessel to the owner, lienholder, or authorized agent and net the amounts from the bill to the State.

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from waterways as directed by the State.

Recovery of vessels will begin with the Contractor identifying the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to offloading, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors' towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

3.6.12 EQUIPMENT REQUIREMENTS

The Contractor is responsible for providing vessels, including experienced personnel, standard equipment and accessories, fuel required to provide verification to the State of waterway debris removal, using the most cost-effective technology.

All boats, barges, vessels, trucks, trailers, and equipment utilized to perform the work under this Contract must be in compliance with all applicable federal, state, and local rules and regulations.

Each truck and container (roll off containers, dumpsters) utilized to transport or collect solid waste must have a valid A-901 decal pursuant to N.J.A.C. 7:26-2.2(k) or other evidence of temporary authorization from NJDEP.

The Contractor shall submit to the State and/or State Project Manager and any debris monitor certifications indicating the type of vehicle or vessel, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to transport debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the State. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State and/or State Project Manager and any debris monitor shall have the right to re-measure trucks at any time to verify reported capacity.

Any equipment used to transport debris must be capable of rapidly dumping its load and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable. Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, must comply with law and are subject to acceptance or rejection by the State. It is the Contractor's responsibility to

report any adjustments of the sideboards to the State and the debris monitor and truck signage shall report revised cubic yard capacity. Truck loading shall comply with NJDOT rules and regulations including weight limitations and the covering of truckloads.

3.6.13 HAND-LOADED VEHICLES

For any hand loaded vehicles, debris monitors at the loading site will mark the load ticket to indicate hand-loaded vehicles. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand-loaded truck or trailer arrives at the debris management or disposal site and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

3.6.14 SECURING DEBRIS

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized in moving debris, including (without limitation) barges, boats, trucks, and roll-off containers. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps shall be provided by the Contractor and utilized by all trucks to prevent materials from being blown from the bed during transportation on land. The overall maximum height of hauling equipment, including sideboards and debris, must comply with State and local law. The Contractor is not relieved of the responsibility for verifying clearance for all overhead bridges, overpasses, structures and wires.

3.6.15 EQUIPMENT SIGNAGE

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the name of the owner/operator of the equipment and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

3.6.16 DEBRIS LOAD TICKETS

Debris load tickets shall be employed and completed in such a manner to allow accurate accounting of volumes, weights, origin and destination of debris. Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards and the distance hauled depending on where the debris is taken. Drivers will be given load tickets at the Offloading Site by an appointed Offloading Site monitor. The quantity of debris hauled will be estimated in cubic yards at the Offloading Site by an appointed monitor. The estimated quantity will be recorded on the load ticket. The appointed monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a final disposal or recycling facility will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. (Attachment K, Sample Debris Load Ticket). Payment will be made against the Contractor's invoice once site monitor and Contractor load tickets and/or scale tickets

match. A minimally required load ticket is found at N.J.A.C. 7:26-3.5. The load ticket is the primary record for the monitoring and measuring of debris removal operations.

Any alternative debris load ticket proposed for use by the Contractor must be approved by the NJDEP and must comply with the requirements set forth in N.J.A.C. 7:26-2.13. In addition to the types of information commonly required on load tickets, the Contractor is advised that any attention substitute load tickets contain the following special provisions required for reimbursement processing:

- Load tickets delivered by the Contractor must be sequentially numbered with no duplication of numbers.
- Specific description of loading site location including street name and section.
- Identification of hand-loaded versus mechanically loaded vehicles.
- Identification of actual haul distance from Offloading Site to disposal/recycling facility, on route approved by the State.
- All entries will be printed legibly and all blank spaces will be filled in.

For purposes of this Contract the appointed monitors are the final authority on determining volume. For reference on deductions from a 100% full load that can be expected, see the diagrams provided in Attachment L.

3.6.17 PRIVATE PROPERTY ACCESS

The Contractor shall not seek or accept requests from private property owners to perform debris clearing or removal activities. It is anticipated that the Contractor will require access to private property, or permission to cross private property to fulfill the intent of this Contract. For such situations, the Contractor will obtain all necessary Right of Entry agreements and shall work with the State to comply with applicable FEMA requirements for Private Property Debris Removal

3.6.18 MISPLACED MATERIAL

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or debris, the Contractor shall recover and remove the same with utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the State or State Project Manager, and when required shall mark or buoy such obstructions until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the State and the cost of such removal will be deducted from any money due or to become due the Contractor, or will be recovered under his bond.

3.6.19 ASSESSMENT AND VERIFICATION OF DEBRIS REMOVAL

The Contractor is responsible for performing a pre-removal assessment, using the most cost-effective technology, to document waterway debris prior to commencing debris removal. The Contractor must present a plan to the State Contract Manager, or the State Project Manager, for approval indicating the areas in which it seeks to perform a pre-removal assessment. The plan must include specific areas to be scanned and supporting reasons for a scan of that area including, but not limited to, an explanation of tidal forces moving debris to particular areas.

The Contractor is responsible for providing verification of waterway debris removal, using the most cost-effective technology. This verification must be provided to the State Project Manager at the conclusion of work in a Zone and should include, but not be limited to, the following information:

- Pre-removal water depth;
- GIS coordinates of debris fields;
- Type(s) of debris found;
- Volume of debris found;
- Method of removing debris;
- Date of debris removal;
- Disposition of debris; and
- Post-removal water depth.

This information shall be supplemented with SONAR, LIDAR or other imaging and/or topographic maps of the waterway floor.

3.6.19.1 SIDE SCAN SONAR SERVICES

The Contractor shall provide vessels, including experienced personnel, fuel and other associated costs, and mobilization and preparation fees required for the performance of the contract. In addition, Contractor shall furnish any additional standard equipment and accessories normally supplied in the industry, as required by the State, in order to meet the requirements of these specifications.

3.6.19.1.1 SIDE SCAN SONAR TECHNICAL SPECIFICATIONS

The Contractor must provide side scan sonar results of 250 kHz or greater resolution, or of resolution adequate to identify a 50 cm diameter target. Reports must identify significant buildup of debris resulting from Superstorm Sandy in State-owned waters, including location via GPS coordinates, estimated size and type of debris, and water depth. The range may not exceed 100 meters or 328 feet.

Side scan sonar data will be corrected for slant range and layback. Contacts or targets will be located and reported in an electronic format. An image and coordinates of each contact with approximate dimensions will be produced in a simple report. A mosaic for each square mile will be produced to show the general location of the contacts or clear sea floor. The contact location method will be verified on known targets in the area, such as pilings or platforms with known locations.

All reports shall be delivered in Portable Document Format (PDF) and on a data device supplied by the Contractor.

3.7 OFFLOADING SITES, AGGREGATION SITES AND TDMAs

3.7.1 OFFLOADING SITE GENERAL REQUIREMENTS

The Contractor shall use only Offloading Sites designated and/or approved by the State. NJDEP permit(s) may be required for Offloading Sites (e.g., permits for siting, operation monitoring, closure, and post-closure care requirements). The Contractor shall comply with the terms and conditions of any such permits. Where closure is not completed properly or environment releases occur, post-closure care may be mandated.

The Contractor shall make every effort to Offload debris directly into roll-off containers, that will then be transported to a final disposal/recycling facility. Contractor shall minimize to the greatest extent possible use of temporary staging areas or temporary debris management areas. Prior to utilizing any temporary staging areas rather than direct-hauling to a disposal or recycling facility, Contractor must provide the State with evidence and analysis establishing the need for staging and processing of material at a temporary staging area rather than direct-hauling from the Offloading Site to a final disposal or recycling facility.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event that an observation tower is needed to oversee the operations of an Offloading Site, the Contractor shall utilize a hydraulic scissor lift or prefabricated tower.

The Offloading Site foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, and safety. The Offloading Site foreman will coordinate directly with the site monitor. The Offloading Site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the ZOM, for further delivery to the State Project Manager

The Contractor shall also provide an Offloading Site night foreman to manage any night operations approved by the State.

Once the State identifies the Offloading Site, the Contractor will provide a Site Management Plan to the State, which plan shall be satisfactory to the State and which shall address the following functions:

- Access to site
- Site preparation – clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes.
- Traffic control procedures
- Safety
- Segregation of debris
- Location of hazardous material containment area and Contractor work area
- Location of grinding operations (if required).
- Location of existing structures or sensitive areas requiring protection.
- Site close-out (activities to return the site to its original condition)

A copy of the approved Site Management Plan shall be kept readily available at the Offloading Site for review by all inspection personnel.

The Contractor shall use only offloading designated or approved by the State. NJDEP approval(s) are required for all Offloading Sites.

The Offloading Site will be periodically inspected for compliance with FEMA and OSHA safety criteria.

Contractor shall construct a household hazardous material containment area at each Offloading Site. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times and the Contractor must ensure that run off is managed in compliance with applicable law.

Site run-off must be redirected from the containment area by site grading.

Within 5 days of completion of all waterway debris removal work performed in a Zone, the Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the Offloading Site at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the Offloading Site to its original state prior to use. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing temporary debris management areas, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.2 VEHICLE AND VESSEL AGGREGATION SITES

The Contractor shall establish Vehicle and Vessel Aggregation Sites which will include mobilization, build-out of site, operations at site, and demobilization. The State reserves the right to identify regional aggregation sites to be utilized by Contractor in accordance with procedures and requirements applicable to all vehicle aggregation sites.

Contractor will work with the State to secure sites where vehicles and vessels can be stored until demobilization. Sites should be level, clean, dry and have a firm surface and be accessible by recovery and remediation vehicles and equipment. Each site should be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions.

During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and make improvements to the site required for storage and remediation operations. If necessary, Contractor will obtain clearance from underground or overhead utilities and from property owners and State and local entities for the aggregation locations.

3.7.2.1 OPERATION OF VEHICLE AND VESSEL AGGREGATION SITES

Vehicles recovered under this Contract shall be managed in compliance with applicable law, procedures and guidance of the New Jersey Motor Vehicles Commission. <http://www.state.nj.us/mvc/About/Forms.htm>

Vehicle and vessel aggregation sites shall be secured with fencing and lighting as needed to secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles and vessels up to twenty-four hours a day and up to seven days a week as required by the State. Vehicles and vessels will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide his/her own 24-hour security if necessary.

3.7.2.2 RECEIPT OF VEHICLES AND VESSELS

Each site will be equipped with a hydraulic scissor lift or prefabricated observation tower manned by both an independent monitor and one of the Contractor's representatives in order to record the receipt of each vehicle and maintain accurate records. The Contractor is responsible for creating and maintaining a computerized tracking system. As the vehicle is accepted at the tower, it shall be checked into the aggregation site using the vehicle or vessel Year, Make, Model, License Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter and GPS location, and any other information that may be required by the New Jersey Motor Vehicles Commission. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vehicle shall then be prepared and the condition of the vehicle and the processes that it goes through are then tracked. This ticket shall then become part of the pay documents for the recovery, preparation, and disposal. If necessary or required, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with the NJMVC to facilitate identification of vehicle owners.

3.7.2.3 STORAGE OF VEHICLES AND VESSELS

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and insurance company representatives and/or to allow for retrieval and reclamation by vehicle or vessel owner when applicable.

3.7.2.4 DEMOBILIZATION OF VEHICLE AND VESSEL AGGREGATION SITES

Once all vessels are removed, Contractor will remove all equipment, supplies, and nonhazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMAs, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.3 OPERATION OF TEMPORARY DEBRIS MANAGEMENT AREAS

The Contractor shall use only temporary debris management areas ("TDMA") designated and approved by the State. N.J. Department of Environmental Protection permit(s) are required for all TDMAs. 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. 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 Zone, are available to the Contractor unless so specified in the Task Order.

Prior to utilizing or establishing TDMA(s) rather than direct-hauling to a disposal or recycling facility, Contractor must provide NJDEP and the State Contract Manager and/or Project Manager with evidence and analysis establishing the need for staging and processing of

material at a TDMA rather than direct-hauling from the Offloading Sites to a final disposal or recycling facility. (NJDEP Debris Removal Planning Sheet, Attachment M). Such analysis shall include, without limitation, costs to the State, timeliness of debris removal, environmental impacts, and other factors relevant to the issue. The State has the right to direct the Contractor to direct-haul instead of utilizing TDMA's.

The TDMA foreman is appointed by the Contractor and shall direct all operations at the TDMA and will coordinate removal of debris, and reduction byproducts to State approved landfills for subsequent disposal, or to recycling processors selected by the Contractor and approved by the State. Access to a TDMA is under the control of the State.

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

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractors should only utilize hydraulic scissor lifts or prefabricated observation towers if necessary.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The TDMA foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, and safety. The TDMA foreman will coordinate directly with the State's site monitor.

The TDMA foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the ZOM, for further delivery to the State or State Project Manager.

The Contractor shall also provide a TDMA night foreman to manage any night operations approved by the State.

Once the State identifies the TDMA, the Contractor will provide a Site Management Plan to the NJDEP, which plan shall address following functions:

- Access to site
- Site preparation – clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes.
- Traffic control procedures
- Safety
- Segregation of debris
- Location of hazardous material containment area, Contractor work area, and inspection tower
- Location of grinding operations (if required).
- Location of existing structures or sensitive areas requiring protection.
- Site close-out (activities to return the site to its original condition)

A copy of the approved Site Management Plan shall be kept readily available at the TDMA for review by all inspection personnel.

Additional guidance on the procedures for TDMA setup, operation and closeout are provided in Attachment F. This exhibit includes subsections regarding:

- TDMA Setup, Operation and Closeout Guidelines
- Grinding Operations

TDMA operations and material processing shall be compensated in accordance with the unit prices provided in the Price Proposal Form. The Contractor shall provide equipment, operators, and laborers for TDMA operations as specified by Task Order. Unit prices provided shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

The Contractor shall utilize a hydraulic scissor lift or prefabricate tower if requested by the State in order for the monitor to easily look down into the truck bed to fully view the debris load, establishing a volume. Lifts or towers shall be high enough to enable the monitor to fully view truck loads and shall be of a width and length to accommodate the work to be performed in the tower.

The TDMA will be periodically inspected for compliance with FEMA and OSHA safety criteria.

The work shall consist of managing the operations of a TDMA and performing debris reduction by grinding of vegetative debris and compaction of nonvegetative debris as directed by the State or State Project Manager, and/or recycling of marketable material by the Contractor as approved by the State.

Contractor shall construct a household hazardous material containment area at each TDMA. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times and the Contractor must ensure that run off is managed in compliance with applicable law.

Site run-off must be redirected from the containment area by site grading.

Within 10 days of completion of all debris management work for the State, the Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDMA at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDMA to its original state prior to use. Within 15 days of receipt of Task Order, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMA's, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.4 RECYCLING PROGRAMS

The Contractor shall recycle materials in construction and demolition (C&D) debris through material salvage, and recycling of clean, woody debris by mulching, composting or other recycling or beneficial use consistent with applicable law.

3.7.5 DISPOSAL PRICING

The State will be responsible for all tipping fees at authorized disposal facilities. Contractors owning landfills will not be able to dispose of debris in these facilities without the approval of the State and demonstration that disposal at these Contractor-owned facilities represents the State's most cost-effective site for debris disposal.

Debris will be pricing by the cubic yard only.

4.0 REQUIRED COMPONENTS OF THE RFQ PROPOSAL

Proposals in response to this RFQ must respond to each of the following requests in the order indicated.

4.1 TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

4.2 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to demonstrate to the State that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.3 CONTRACT MANAGEMENT

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the bidder's approach to communication with the State Project Manager including, but not limited to, status meetings, status reports, etc. The bidder shall also provide an overview of its plan to respond to hazardous material and/or oil spills, or other emergency contingency operations.

4.4 CONTRACT SCHEDULE

The bidder shall include a contract schedule. If key dates are a part of this RFQ, the bidder's schedule shall incorporate such key dates and shall identify the completion date for each task and sub-task required by the Scope of Services. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder shall identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

The bidder should be mindful of the time-critical nature of the work associated with this contract and the Governor's mandate to have the New Jersey shore largely restored by the summer of 2013. Therefore, the State is requiring that the debris removal and dredging projects be 75% completed no later than June 1, 2013.

4.5 POTENTIAL PROBLEMS

The bidder shall set forth a summary of any and all problems that the bidder anticipates during the term of the contract, including those problems related to the completion of work by the summer of 2013. For each problem identified, the bidder should provide its proposed solution.

4.6 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and its ability to perform the services required by this RFQ.

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.7 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.8 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with other wet debris removal projects and projects subject to FEMA reimbursement. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the

services required by this RFQ. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.9 CAPABILITY OF BIDDER

The bidder shall include a description of resources of the firm (i.e., background, location, experience, staff resources, financial resources, other resources, etc.). The bidder shall include a list of equipment available for the removal of waterway debris. The bidder should also indicate whether this equipment is owned or leased.

4.10 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the name, telephone number, email address, and fax number of the individual to contact.

4.11 STATUTORY REQUIREMENTS

All documents listed in Section 1.2, *Proposal Submission*, must be completed and submitted with the bid proposal. A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website:

<http://www.state.nj.us/treasury/revenue/index.html>

In addition to maintaining compliance with FEMA statutes, regulations and guidance to ensure that work performed under this contract will be reimbursable to the State, the Contractor must perform work associated with this contract in compliance with the following State and federal statutes, regulations and guidance: Comprehensive Environmental Response and Compensation Liability Act of 1980 (CERCLA) P.L. 96-510, 42 U.S.C. §§9601 et seq.; Oil Pollution Act of 1990 (OPA) P.L. 101-380, 33 U.S.C. §2701 et seq.; Clean Water Act of 1972 (CWA) P.L. 92-500 33 U.S.C §§1251 et seq.; Endangered Species Act of 1973 (ESA) P.L. 93-205, 7 U.S.C. §136; 16 U.S.C. §1531 et seq.; New Jersey Spill Compensation and Control Act N.J.S.A. 58:10.11 et seq.; New Jersey Water Pollution Control Act N.J.S.A. 58:11A-1 et seq.; the US Coast Guard's Area Contingency Plans for Sector Delaware Bay and/or Sector New York Harbor; USDOJ NRDA Regulations (CERCLA) "Type A" NRDA Regulations, 43 C.F.R. 11; USDOJ NRDA Regulations (CERCLA) "Type B" NRDA Regulations, 43 C.F.R. 11; National Contingency Plan (NCP) 40 CFR 300; NJDEP Technical Requirements for Site Remediation N.J.A.C. 7:26-E and associated guidance documents; NJDEP Field Sampling Procedures Manual 2005; and NJDEP Ecological Evaluation Technical Guidance Document 2012.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **one (1) year**.

6.0 COST PROPOSAL

The price schedule is attached (Attachment A) to this RFQ. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Bidders shall submit pricing for each price line for all zones. Bidders should submit the price schedule under separate cover.

The bidder shall provide an all inclusive firm fixed price for each line item. This shall include all work described in RFQ Scope of Services. Bidders shall base their pricing on the Zone descriptions located in Subsection 1.1, *Background* and shall provide pricing by the cubic yard for each Zone.

The State anticipates that the contract will be divided into three regions, North, Central and South, with the North Region encompassing Zones 1-2, the Central Region encompassing Zones 3-7 and the South Region encompassing Zones 8-11. The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Project Manager or State Contract Manager in accordance with Section 6.0 above.

8.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an Evaluation Committee. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ.

- The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ.
- The qualifications and experience of the bidder's management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Evaluation will be on submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ. The bidder should highlight contracts for FEMA-eligible and reimbursable work and outline results of Office of Inspector General audits related to those contracts, if applicable.
- The overall ability of the bidder to undertake and successfully complete the contract in a cost efficient yet timely manner. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed, the availability and amount of resources and equipment able to be immediately mobilized, and the bidder's contract management plan, including the bidder's contract organizational chart and compliance and contingency plans.
- The firm's cost proposal. Bidders shall submit pricing for each price line for all zones. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.
- For evaluation purposes, bidders' price sheets will be evaluated and ranked based on an analysis of competitive range and cost reasonableness based on the price lines of all

responsive and responsible bidders. In addition, these proposals will be evaluated using a weighted model based on data obtained from NJDEP.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFQ. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFQ requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFQ. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder whose bid proposal, conforming to the RFQ, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

8.2 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.3 STATE PROJECT MANAGER

The State Project Manager is responsible for the oversight of the work performed pursuant to this Contract.

The State Project Manager will serve as the liaison between the Contractor and the State Contract Manager and is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department. The State Project Manager shall be the central coordinator of the use of the Contract.

The State Project Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Project Manager's name, address, telephone number, fax phone number, and e-mail address.

8.4 BID, PERFORMANCE AND PAYMENT BOND

All bidders must submit a bid guarantee equivalent to \$3,000,000. This bid guarantee shall consist of a properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

The State will hold all bid bonds during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- (a) Issue an award notice for those offers accepted by the State;
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc). If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

The successful Contractor(s) shall furnish a performance bond to secure fulfillment of all the Contractor's obligations under this Contract, including those obligations under Task Orders issued by the State. The performance bond shall be in the form of a properly executed individual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The performance bond amounts are as follows:

- North Region (Zones 1-2): \$100,000,000
- Central Region (Zones 3-7): \$100,000,000
- South Region (Zones 8-11): \$100,000,000

The successful Contractor(s) shall furnish a payment bond to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the Contract, including work performed under Task Orders issued by the State.

The payment bond amounts are as follows:

- North Region (Zones 1-2): \$100,000,000
- Central Region (Zones 3-7): \$100,000,000
- South Region (Zones 8-11): \$100,000,000

The Performance and Payment Bonds must be submitted to the State at the Contractor Kick-Off Meeting.

8.4 PROFESSIONAL LIABILITY INSURANCE

The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

8.5 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.