



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
Office of Engineering & Construction

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Date: October 1, 2015
To: R.L. Carter Associates
Re: Scope of Work Revision # 1, Engineering & Design Services
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION
PROJECT NUMBER 4268-15

Mr. Carter:

This revision is being issued to the Scope of Work (SOW) included in the Request for Proposal for the Cost-to-Cure Conceptual Design & Construction Estimate for Potential Impacts to the Margate Fishing Pier.

Please be advised that the following changes have been made.

- 1) Additional line items and detail to existing line items have been addressed with the revisions attached herein.
- 2) The expectations for deliverables have been increased due to the addition of line items and a more refined scope of work.

The revisions declared in this revision shall supersede the SOW and are an essential part of the contract. The changes in this revision are effective immediately, and should be addressed as quickly as possible. Please send verification of receipt of the addendum to John Benigno of this office via email to john.benigno@dep.nj.gov. If you fail to receive all five (5) pages of this Revision #1, which includes the Cover Letter (1 page), SOW Revisions (3 pages), and Survey Delineation (1 page), please contact John Benigno at (732) 255-0767. An additional contractor/sub-contractor confidentiality agreement will be sent via email within four (4) business days of receipt of this notice, which must be completed and returned to this office before completion of the tasks outlined in the revised SOW.

Sincerely,

Erick Doyle, Supervising Engineer
Bureau of Coastal Engineering

Enclosure(s)
Scope of Work Revisions
Survey Delineation Sheet

ITEM NO. 3 – FINAL CONCEPTUAL DESIGN & DESIGN-BUILD COST ESTIMATE:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the final conceptual design and the design-build cost estimate. The final conceptual design shall include the conceptual analysis and conceptual sketch-up.

The analysis is to include a technical report detailing the items required to return the pier terminal or seaward face of the pier, to its existing below face water depth conditions. Sheet C-300, of the attached "USACE Storm Damage Reduction Project Plans", indicates that the bottom profile elevation at the terminal end of the pier is at -5.5 ft. NAVD88. In comparison to the Mean High Water Line (+1.25 ft. NAVD88), an existing 6.75 ft. of water depth at the seaward face of the pier is available. The mentioned water depth has been determined on a preliminary basis from existing information. The engineer is to analyze the results from the field surveys, referenced in Item No. 5, and compare to the existing USACE beachfill plans to make any necessary data adjustments. The subsequent pier extension determination should be based off of the adjustment made by the engineer. BCE will also provide USACE beachfill plans in .dwg format for the engineer to utilize in his evaluation.

The sketch-up should be limited to a one (1) sheet submittal which will contain a plan and profile view of the remediation solution. The sketch-up should also be endorsed by a Professional Engineer. The analysis report and design-build cost estimate should address two questions: a) What is the extension length required to ameliorate effects inflicted on the existing pier terminal water depth due to the proposed USACE beachfill project? In conjunction with the previous statement, in the opinion of the engineer, what will be required to achieve a pier that is safe, durable, reasonable in scope, and sensible in construction methodology? This should also take into account the effects of an extension on the structural stability of the existing pier. b) What is the cost to extend the existing pier to achieve the current terminal water depth? This cost should reflect costs congruent to present day labor and material costs. The cost estimate should address the difference between private wages and prevailing wages, which may be utilized for the estimate. Estimates from similar projects may be utilized for reference, but costs may need to be adjusted to present day due to the time period of the comparative work. The firm should also use RS Means and/or Marshall & Swift software to determine costs of time and materials, in addition to the engineer's past experience with similar construction projects in the vicinity of the project area. The engineer may also consult local contractors who have performed similar marine construction in the vicinity of the project area. All methods, calculations, assumptions utilized to reach any conclusions stated should be clearly defined within the report. This should include but not be limited to: cited references, spreadsheets, tables, charts, attached figures, and any other means that properly conveys the engineer's position.

The design-build cost estimate should contain an itemized list of all the elements required for construction with a corresponding amount and unit costs determined in the final conceptual analysis. This estimate should also include the cost of Engineering & Design services to produce the surveys, plans, specifications, permits, and oversight of the construction project since potential solicitation will be performed by private owners. The estimate is to be signed and sealed by a Professional Engineer.

ITEM NO. 4 – EXPERT WITNESS TESTIMONY (IF AND WHERE DIRECTED):

The work under this item is to be bid upon and executed on an hourly basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the consultant to appear as an expert witness regarding the scope of work for this solicitation. In order for the BCE to confirm the bidder will qualify as an expert witness in a court of law, the bidder must provide the following information. This information should be submitted to the BCE in the form of a curriculum vitae (CV). First, to the extent the engineer has been accepted as an expert in a court of law and has testified as an expert, the engineer should note on their CV the profession for which they were accepted as an expert, the State, court venue, and, if applicable, county in which they were accepted as an expert, and who hired the engineer to be an expert. Second, to the extent the engineer has taught any classes relevant to their field of expertise, the engineer should note on their CV a list of the institutions where they taught, the teaching position they held, when the classes were held, and which classes they taught. Finally, to the extent the engineer has authored or co-authored any books or scholarly articles in their field of expertise, the engineer should include basic citations to their works in their CV.

ITEM NO. 5 – FIELD SURVEYING:

This task shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the field survey work. The topographic survey is to extend 50 feet in the north and south direction of the existing pier centerline and is to identify all existing features. Land based survey should be conducted between the limits of South Exeter Avenue and South Essex Avenue in Margate City, NJ. Land Based Survey should extend to the Mean High Water Line. This will create a total of three (3) topographic intervals. A minimum 10 foot overlap should be established between the topographic and hydrographic survey.

Hydrographic survey will be limited to soundings taken along the northern and southern sides of the existing pier centerline. Hydrographic transects are to be taken at the 50 foot intervals referenced above, within the delineated survey area. A total of (3) hydrographic transects will be required. Survey transects should not exceed 1,000 feet from the terminus of South Exeter Avenue. Please see the attached survey delineation figure for a visual reference of the proposed survey area.

Basemaps shall be prepared from the survey information collected and referencing the horizontal datum NJ State Plan Coordinate system NAD 1983 and vertical datum NAVD 1988. The maps shall include a tide gauge with the relationship between NGVD 1929 and NAVD 1988, and, Mean Low Water, Mean High Water, and Mean High Tide Line. Survey control shall be set by the field surveyor.

Please note that all surveyors, engineers, or any other parties contracted to complete this scope of work shall be held to a strict confidentiality agreement with the State of New Jersey. The form is to be provided to the engineer to complete and/or disseminate to any sub-contracted parties. This item must be completed by a New Jersey Licensed Surveyor.

A. CONTRACT DELIVERABLES

Conceptual Design & Design-Build Cost Estimate

Conceptual Design

The consultant shall submit the following:

1. Conceptual Analysis Report
 - Two (2) Hard Copies – 8.5” x 11” sheets, Bound, Signed by PE with NJ Licensure
 - Digital Copy - .pdf file
2. Conceptual Sketch-Up
 - Two (2) Hard Copies – 24” x 36” sheet, Signed by PE with NJ Licensure
 - Digital Copy - .pdf and .dwg file

Design-Build Cost Estimate

The consultant shall submit the following:

1. Design-Build Estimate
 - Four (4) Hard Copies – 8.5” x 11” sheet, Signed and Sealed by PE with NJ Licensure
 - Digital Copy - .pdf file

Expert Witness Testimony

1. Expert Curriculum Vitae
 - Two (2) Hard Copies – 8.5” x 11” sheets
 - Digital Copy - .pdf file

Field Surveying

The consultant shall submit the following:

1. Digital Files on Compact Disc (CD) or Approved Storage Device
 - Cover Label on Submittal:
 - Project Number & Name
 - Municipality & County
 - Firm Name
 - Date of Survey

Submittal is to contain:

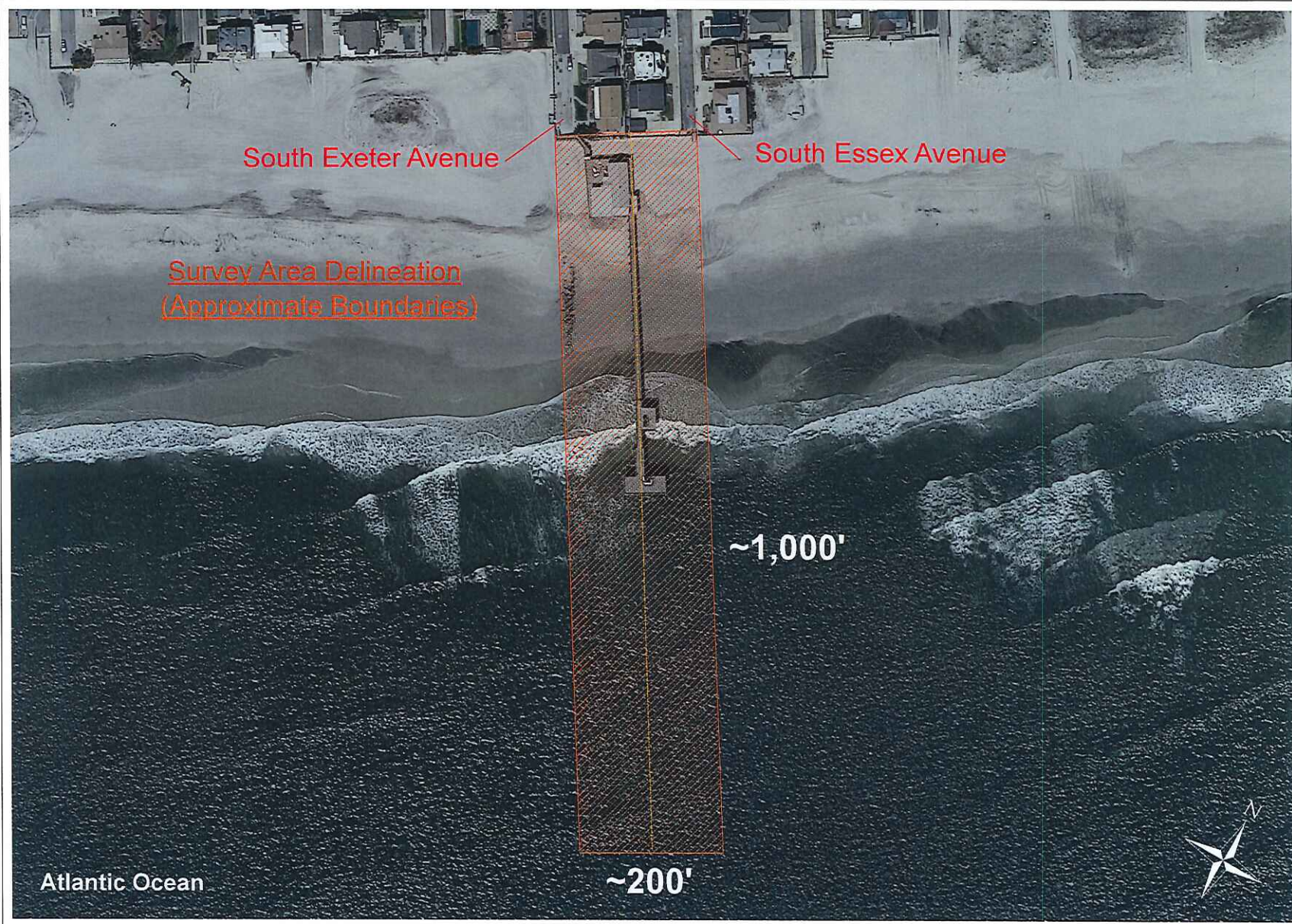
- Survey Data - AutoCAD file in “.dwg” format
2. Basemap Survey of Delineated Area
 - Two (2) Hard Copies – 24” x 36” sheet, Signed by Surveyor with NJ Licensure
 - Digital Copy - .pdf file



Margate Fishing Pier: Beachfill Impact Analysis

NJDEP Project No. 4268-15

City of Margate, Atlantic County, New Jersey



SCALE

1 inch = 100 feet

Legend



Pier Centerline



Delineated Survey Area

Aerial Photo:
Margate City, NJ 2012
Courtesy of NJDEP

SCOPE OF WORK

Cost-to-Cure Conceptual Design and Construction Estimate for Potential Impacts to the Margate Fishing Pier

*Caused by the Completion of the Brigantine Inlet to Great Egg Inlet, Absecon Island, New Jersey
Hurricane and Storm Damage Reduction Project*

City of Margate, Atlantic County, New Jersey

PROJECT NO. 4268-15

STATE OF NEW JERSEY

Honorable Chris Christie, Governor
Honorable Kim Guadagno, Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bob Martin, Commissioner



**OFFICE OF ENGINEERING AND CONSTRUCTION
BUREAU OF COASTAL ENGINEERING**

David Rosenblatt, Administrator

SOLICITATION ON:

July 1, 2015

BID DUE DATE:

July 13, 2015

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PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
PROJECT NO: 4268-15
DATE: July, 2015

I. OBJECTIVE

The objective of this project is for the awarded firm to determine if there is potential for an impact to the existing Margate Fishing Pier from the completion of the United States Army Corps of Engineers (USACE) Brigantine Inlet to Great Egg Inlet, Absecon Island, Storm Damage Reduction Project. If an impact is determined, the design firm is to evaluate the cost-to-cure the loss of functionality of the pier. The consultant is to achieve a remediation strategy by developing a conceptual design and a corresponding design-build estimate for the State of New Jersey, Bureau of Coastal Engineering (Bureau). The deliverables associated with this project are as follows: meeting with the Bureau to discuss any effects of the beachfill on the pier and any remediation strategies/options available, preliminary conceptual design with an associated design-build cost estimate and final conceptual design with an associated design-build cost estimate. The construction estimate associated with the proposed remediation should reflect time and material costs congruent with private solicitation and development. Therefore, items such as bidding conditions, material costs, and labor rates should be accounted for in the cost estimate due to the variation between private and public construction projects. The final conceptual design and associated design-build cost estimate could potentially be attached to the appraisal and be subject to a court hearing. The consultant may also be required to provide expert witness testimony for the State of New Jersey during any potential legal matters involving the solicited scope of work.

II. CONSULTANT QUALIFICATIONS

The consultant shall have significant experience in the planning and design of coastal structures along the Atlantic Ocean within the State of New Jersey.

All signed and/or sealed submittals must be endorsed by a Professional Engineer, with licensure in the State of New Jersey.

III. CONSULTANT DESIGN SCHEDULE

The awarded firm must hold a potential impact remediation conceptualization meeting with the Bureau within ten (10) days of issuance of NTP. At this meeting the consultant must be prepared to discuss potential impact and remediation strategies.

The consultant shall complete the preliminary conceptual design and design-build estimate within fifteen (15) days of the pre-design meeting.

Final conceptual design and design-build estimate should be submitted within ten (10) days of receipt of any comments of the preliminary design.

IV. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The potential project site is located at the extent of South Exeter Avenue (39°19'41" North 74°29'46" West), where the street end meets the public crossover access to the Margate Fishing Pier, which is owned/operated by The Angler's Club of Absecon Inland. The structure extends from this point roughly 500 linear feet into the Atlantic Ocean, terminating at the seaward edge of the existing t-shaped fishing platform. The location of the structure within Margate City is depicted in **Exhibit 'A'**.

B. PROJECT TEAM MEMBER DIRECTORY

The following are the names, addresses, and phone numbers of the Project Team members.

DEP Representatives:

Name: John Benigno, Project Engineer
Address: DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753
Phone No: 732-255-0783
E-Mail: john.benigno@dep.nj.gov

Name: Kelley Staffieri, Environmental Specialist Supervisor
Address: DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753
Phone No: 732-255-0879
E-Mail: kelley.staffieri@dep.nj.gov

Name: Erick Doyle, Supervising Engineer
Address: DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753
Phone No: 732-255-0756
E-Mail: erick.dovle@dep.nj.gov

Name: Kristina Miles, Deputy Attorney General
Address: Environmental Permitting and Counseling
Division of Law
25 Market Street, P.O. Box 093
Trenton, NJ 08625-0093
Phone No: 609-633-2038
E-Mail: kristina.miles@dol.lps.state.nj.us

V. PROJECT DEFINITION

A. BACKGROUND

Construction of the Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island, New Jersey Hurricane and Storm Damage Reduction Project was authorized by Section 101(b)(13) of the Water Resources Development Act of 1996, Public Law 104-303. Initial beachfill operations for the Absecon Island, resultant of this act, were completed June 2004 for Atlantic City and Ventnor City. The Margate City and Longport portions of this project were not completed due to lack of municipal support. In 2012, Superstorm Sandy significantly diminished beach berms along the Absecon Island. As a result of Sandy, under the Construction heading Chapter 4, Title X, Division A of the Disaster Relief Appropriations Act of 2013, Public Law 113-2 (127 Stat. 24-25) enacted January 29, 2013, (DRAA 13) the Secretary of the Army was authorized to complete certain ongoing construction projects under the management of the USACE. This act encompasses the completion of the Absecon Island Storm Damage Reduction Project, which includes the beachfill within Margate City.

The New Jersey Department of Environmental Protection (NJDEP) Bureau of Coastal Engineering (BCE) is requesting solicitation for an analysis of potential negative effects on the existing fishing pier that makes landfall at South Exeter Avenue in Margate, NJ. This request comes as a result of the potential impact on the pier from the engineered beach and dune system to be implemented by the USACE. The pier is privately owned by the Absecon Angler's Club and in order for the organization to further utilize this structure for its intended functionality, remediation may be required. If remediation is necessary, a conceptual design and corresponding design-build estimate will be submitted to BCE.

Currently, there are two designated fishing areas located on the pier. The main fishing deck is located approximately 450 linear feet seaward from the existing clubhouse. The consultant shall determine the approach to maintain the existing exposed pre-beachfill pier-to-water depth ratio. The consultant shall consider all necessary elements of the USACE beachfill design and account for environmental equilibrium that will be reached after demobilization (post-beachfill). **Exhibit "B"** contains the USACE Brigantine Inlet to Great Egg Inlet (Absecon Island) beachfill plans for the Margate portion of the project.

Site History

For nearly a century this site has served as a major fishing attraction for local anglers. The pier was initially constructed in 1923 by the Angler's Club of Absecon Island. The pier originally extended 300 linear feet into the Atlantic Ocean and included a club house. "The Great Hurricane of 1944" swept

PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
PROJECT NO: 4268-15
DATE: July, 2015

away the pier's structure and damaged the Club House, but plans for reconstruction were immediately made. In 1988 a large fire caused extensive damage to the ocean end of the pier, which required reconstruction of the pier, replacement of the storage facilities and pilings. No major repairs have been completed since (Cincotta et al.).

VI. GENERAL REQUIREMENTS

A. SCOPE CHANGES

The consultant must request any changes to this Scope of Work in writing. A Notice to Proceed letter reflecting authorized scope changes must be received by the consultant prior to undertaking any additional work. Any work performed without the executed letter is done at the consultant's own financial risk.

B. EXCEPTIONS

This proposal shall not include surveys, easement documents, permits, drainage design, utility relocation, or specification development. The goal of this solicitation is to provide a conceptual design and cost estimate, from a reliable firm with considerable experience in Civil/Coastal Engineering within the State of New Jersey, to the Bureau.

C. AWARD BASIS

The bid shall be awarded based off the lowest combined price of the items referenced in this Scope of Work. The State of New Jersey reserves the right to increase or decrease contract quantities or deliverables as required in order to keep within the pre-bid budget and to accomplish work in conformance with all Federal, State and Local rules and regulations.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this SOW and should be read in conjunction with them unless the SOW specifically indicates otherwise.

Award of contract for consultant services is contingent upon the consultant providing sufficient documentation containing proof of the necessary qualifications set forth in Section II of this SOW. If qualifications are not met, The State of New Jersey reserves the right to decline the proposal submitted by the consultant and award to the next lowest bidder.

In accordance with award, the consultant shall commit to maintaining all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
PROJECT NO: 4268-15
DATE: July, 2015

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy

Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this invitation to bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the invitation to bid, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website. In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

VII. SUBMITTAL REQUIREMENTS

A. BIDDING INSTRUCTIONS & LINE ITEMS

All perspective bidders shall complete and return the attached "Agency Request for Proposal" form **Exhibit "C"** and the Division of Purchase and Property forms **Exhibit "D"** by **4 PM on July 13, 2015**. The forms can be e-mailed to the project engineer, faxed, or mailed to the Bureau of Coastal Engineering at the indicated address and fax number.

Mailing Address

Attn: John Benigno & Kelley Staffieri
NJ DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753

Fax Number

(732) 255-0774
Attn: John Benigno & Kelley Staffieri
RE: Margate Design-Build Estimate

PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
PROJECT NO: 4268-15
DATE: July, 2015

ITEM NO. 1 – POTENTIAL IMPACT REMEDIATION & CONCEPTUALIZATION MEETING

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of determining any potential damages and determination of any remediation strategies to be presented to the Bureau. The consultant will be required to memorialize all concepts, comments, and questions discussed with an official meeting summary document.

ITEM NO. 2 – PRELIMINARY CONCEPTUAL DESIGN & DESIGN-BUILD COST ESTIMATE

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the conceptual design. The conceptual design shall include the conceptual analysis and conceptual sketch-up of the proposed remediation for the cost-to-cure the Margate Fishing Pier. The analysis is to include a brief report detailing the items required to return the structure to its original functionality and the approach to determining the quantities needed. The sketch-up should be limited to a one (1) sheet submittal which will contain a plan and profile view of the remediation solution. The sketch-up should also be endorsed by a Professional Engineer.

ITEM NO. 3 – FINAL CONCEPTUAL DESIGN & DESIGN-BUILD COST ESTIMATE:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the final conceptual design and the design-build cost estimate. The conceptual design shall include the conceptual analysis and conceptual sketch-up. The design-build cost estimate should contain an itemized list of all the elements required for construction with a corresponding amount and unit costs determined in the final conceptual analysis. This estimate should also include the cost of Engineering & Design services to produce the surveys, plans, specifications, permits, and oversight of the construction project since potential solicitation will be performed by private owners. Since potential private ownership will be managing the official design-build solicitation and construction, prevailing wage should not be utilized in the cost estimate. The estimate is to be signed and sealed by a Professional Engineer

ITEM NO. 4 – EXPERT WITNESS TESTIMONY (IF AND WHERE DIRECTED):

The work under this item is to be bid upon and executed on an hourly basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the consultant to appear as an expert witness regarding the scope of work for this solicitation.

B. CONTRACT DELIVERABLES

Potential Impact Remediation & Conceptualization Meeting

The consultant shall submit the following:

1. Meeting Summary
 - Two (2) Hard Copies – 8.5” x 11” sheets
 - Digital Copy - .pdf file

Preliminary Conceptual Design & Design-Build Cost Estimate

Preliminary Conceptual Design

The consultant shall submit the following:

1. Conceptual Analysis Report
 - Two (2) Hard Copies – 8.5” x 11” sheets, Bound
 - Digital Copy - .pdf file
2. Conceptual Sketch-Up
 - Two (2) Hard Copies – 24” x 36” sheet
 - Digital Copy - .pdf and .dwg file

Preliminary Design-Build Cost Estimate

The consultant shall submit the following:

1. Design-Build Estimate
 - Four (4) Hard Copies – 8.5” x 11” sheet
 - Digital Copy - .pdf file

Final Conceptual Design & Design-Build Cost Estimate

Final Conceptual Design

The consultant shall submit the following:

1. Conceptual Analysis Report
 - Two (2) Hard Copies – 8.5” x 11” sheets, Bound, Signed by PE with NJ Licensure
 - Digital Copy - .pdf file

PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
PROJECT NO: 4268-15
DATE: July, 2015

2. Conceptual Sketch-Up

- Two (2) Hard Copies – 24” x 36” sheet, Signed by PE with NJ Licensure
- Digital Copy - .pdf and .dwg file

Please Note: Digital files may be submitted via Compact Disc (CD) or Approved Storage Device. Deliverable must be labeled as indicated below:

1. *Project Number & Name*
2. *Point of Contact*
3. *Firm Name*
4. *Address*
5. *Date of Submittal*

Final Design-Build Cost Estimate

The consultant shall submit the following:

1. Design-Build Estimate

- Four (4) Hard Copies – 8.5” x 11” sheet, Signed and Sealed by PE with NJ Licensure
- Digital Copy - .pdf file

C. PAYMENT

The consultant is to be reimbursed upon the submittal and approval of a contract deliverable. Payment pertains to four (4) eligible items: meeting summary, preliminary conceptual design with design-build estimate, final conceptual design with design-build estimate, and expert witness testimony (if and where directed).

Invoices for expert witness testimony may be submitted two (2) weeks after completion of the assigned task. Multiple invoices regarding Line Item No. 4 may be submitted, due to potential lapses in time between necessary appearances.

PROJECT NAME: Cost-to-Cure Conceptual Design and Construction Estimate
PROJECT LOCATION: City of Margate, Atlantic County, New Jersey
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DATE: July, 2015

VIII. SOW SIGNATURE APPROVAL SHEET

This Scope of Work shall not be considered a valid document unless all signatures appear in each designated area below.

The Client Agency approval signature on this page indicates that they have reviewed the design criteria and deliverable schedule described in this project Scope of Work and verifies that the work will not conflict with the existing or future activities of other projects at the site.

SOW PREPARED BY:  7/1/15
JOHN BENIGNO, PROJECT ENGINEER DATE
BUREAU OF COASTAL ENGINEERING

SOW PREPARED BY:  7/1/15
KELLEY STAFFIERI, ENV. SPC. SUPERVISOR DATE
BUREAU OF COASTAL ENGINEERING

SOW APPROVED BY:  7/1/15
ERICK DOYLE, SUPERVISING ENGINEER DATE
BUREAU OF COASTAL ENGINEERING

X. EXHIBITS

- A. PROJECT SITE LOCATION (1 Page)
- B. USACE ABSECON ISLAND BEACHFILL PLANS (1 page)
- C. AGENCY REQUEST FOR PROPOSAL FORM (1 Page)
- D. DIVISION OF PURCHASE & PROPERTY FORMS (17 Pages)

XI. REFERENCES

Cincotta, Mike. "The Angler's Club of Absecon Island." Margate City Historical Society Volume 2 (Fall 1998) Page 4: Web. Oct. 2014.

END OF SCOPE OF WORK

Exhibit “A”

MARGATE CITY FISHING PIER – SITE LOCATION

PLAN VIEW



PROFILE VIEW



Project #4268-15 Margate Fishing Pier Extension
Location: South Exeter Avenue, Margate City, New Jersey



Exhibit “B”



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL & HISTORIC RESOURCES
Office of Engineering & Construction

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

MEMORANDUM

TO: All Prospective Bidders

FROM: Bureau of Coastal Engineering (BCE)

DATE: July, 2015

SUBJECT: Exhibit "B"
Project Number: 4268-15
Cost to Cure Margate Fishing Pier
City of Margate, Atlantic County, New Jersey

CONTENT: United States Army Corps of Engineers (USACE), Initial Beachfill Margate & Longport Project Plans

The USACE Brigantine Inlet to Great Egg Harbor Inlet, Absecon Island Beachfill Project Plans referenced in the Scope of Work for Consultant Services for the above referenced project are to be sent via e-mail to the point of contact addressed in the solicitation letter head. The attachment will consist of twenty (20) pages. Please respond to the BCE to confirm receipt of this item via email or fax:

Email: john.benigno@dep.nj.gov
Fax: (732) 255-0774

You may contact me at (732) 255-0767 if you have any questions.

Sincerely,

John Benigno, Project Engineer
Bureau of Coastal Engineering

Exhibit “C”

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
AGENCY REQUEST FOR PROPOSAL

VENDOR NAME AND ADDRESS:		RETURN THIS PROPOSAL TO: NJDEP-BCE 1510 Hooper Ave; Suite 140 Toms River, N. J. 08753 (732) 255-0767		DELIVER TO: NJDEP-BCE 1510 Hooper Ave; Suite 140 Toms River, N. J. 08753	
SBE CATEGORY:		FAX NO: (732) 255-0774			
NOTE: This proposal must be received by the opening date/time: July 13, 2015 at 4:00pm at the place named above.			AGENCY PERSON TO CONTACT: John Benigno: (732) 255-0783; Kelley Staffieri: (732)-255-0879		
FISCAL YEAR 2015	ACCOUNT NUMBER 100-043-4895-V67B-30780000	AGENCY REFERENCE NO. 4895	COMMODITY CODE NO: 925-73-000000		
ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT
1	1	LS	Conceptualization Meeting		
2	1	LS	Preliminary Conceptual Design & Cost Estimate		
3	1	LS	Final Conceptual Design & Cost Estimate		
4	24	HRS	Expert Witness (If and Where Directed)		
PRICES ARE FIRM UNTIL THE FOLLOWING DATE:				TOTAL	
CASH DISCOUNT NA	DATE OF DELIVERY	VENDOR'S FEDERAL I.D. NUMBER		VENDOR'S TELEPHONE NO.	
VENDOR'S SIGNATURE (Must be Signed):		PRINT OR TYPE NAME BELOW:		DATE:	

Exhibit “D”

State of New Jersey Division of Purchase & Property

Information Sheet and Certification for Delegated Purchasing Authority Transactions

Company Information			
Company Name			
Address			
City		State	
		Zip Code	
Country	United States	Contact Person	
Phone		Fax	
Company Email			
FEIN/SSN		Quote or PO #	

The information provided above will be used to pre-populate information fields within the Delegated Purchasing Authority ("DPA") Transactions document packet for your convenience.

This certification will serve as your official signature for the following certifications presented within this document packet:

- Ownership Disclosure Form**
- Disclosure of Investigations and Actions Involving Bidder Form**
- Disclosure of Investment Activities in Iran Form**
- Source Disclosure Certification Form**
- MacBride Principles Certification Form**
- Vendor Certification and Political Contribution Disclosure Form**
- Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form**
- Affirmative Action Supplement Form**
- Delegated Purchasing Authority Terms and Conditions**

Please Note: For businesses not registered by the State of New Jersey, Division of Revenue, you MUST complete a Business Registration Certificate Application, which is located here <http://www.nj.gov/njbusiness/starting/>. You must have a valid Business Registration Certificate to be eligible to do business with the State of New Jersey.

You must also answer the questions on the following forms/certifications: Ownership Disclosure Form, Disclosure of Investigation and Actions Involving Bidder Form, Disclosure of Investment Activities in Iran Form, Source Disclosure Certification Form, MacBride Principles Certification Form, Vendor Certification and Political Contribution Disclosure Form, Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form and the Affirmative Action Supplement Form. These questions must be answered in full in order for you or your company to be eligible for award.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to promptly notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

I certify that the signature on this page below has the effect of and constitutes a signature on every page listed in this packet.

Signed By: _____ Current Date 7/1/15

Title: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Quote Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

	YES	NO
1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

For Questions 2-4 answered "YES", you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____ State _____ Zip Code _____	<input type="button" value="Delete Entry"/>
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____	
Partner Name: _____	Ownership Interest _____ %
Business Address: _____	
City _____	State _____ Zip Code _____
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	

Delete Entry

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED **ALL** PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE **DISCLOSURE OF INVESTIGATIONS FORM**.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS MUST COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Quote Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

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

NON-PROFIT ENTITIES: PLEASE LIST **ALL** OFFICERS/DIRECTORS IN **PART 2** OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED. IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled **"Additional Information"** below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the **"Officers/Directors"** box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, please sign and date below

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

State of New Jersey
Division of Purchase & Property
Source Disclosure Certification Form

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the Delegated Purchasing Authority transaction issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor _____
Description of Services _____
Performance Locations(s) by Country _____
Reasons why services cannot be performed in US _____

Any changes to the information set forth in this Certification during the course of the transaction will be immediately reported by the Contractor to the Using Agency.

The Using Agency shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Using Agency that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to the DPA Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor with knowledge that the Division and Using Agency is relying upon the truth of the statements contained herein.

State of New Jersey
Division of Purchase & Property
MacBride Principles Certification Form

Bidder's Requirement: To provide a certification in compliance with MacBride Principles and Northern Ireland Act of 1989.

Pursuant to Public Law 1995, c. 134, a responsible bidder selected by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

State of New Jersey
Division of Purchase & Property

Vendor Certification and Political Contribution Disclosure Form

At least ten (10) days prior to entering into the DPA transaction, the Vendor must complete this form, in accordance with the directions below and submit it to the State contact for such contract.

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

Disclosure

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

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

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

Indicate "NONE" if no Reportable Contributions were made.

Committee Name _____
Committee Address _____
Amount of Contribution _____ Date of Contribution _____
Contributor's Name _____

State of New Jersey
Division of Purchase & Property

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

For Agency Use Only

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

Company Name _____
(Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Company Email _____ FEIN/SSN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

Please Note: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____ Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

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

Contributor Name _____

Relationship of Contributor to the Vendor _____

Contributor Address _____

City _____ State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(Check One Box Below)

I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

I am certifying on behalf of the above-named business entity only.

I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at:

Chapter 51 Review Unit
P.O. Box 039
33 West State Street, 9th Floor
Trenton, NJ 08625

The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

State of New Jersey
Division of Purchase & Property
Affirmative Action Supplement Form

Delegated Purchasing Authority Proposal Company Name _____ Quote or PO # _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27_5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206
Telephone No. (609) 292-5473

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_contract_compliance/pdf/aa302en.pdf

SECTION A - COMPANY IDENTIFICATION

1. PID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY – It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION – All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE: LAWS – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE: STATE LAWS – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE: CODES – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITIES – COPYRIGHT – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE – The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. Broad Form Comprehensive General Liability
 2. Products / Completed Operations
 3. Premises / Operations

State of New Jersey
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Delegated Purchasing Authority Terms and Conditions

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:
 - \$100,000 Bodily Injury, Each Occurrence
 - \$100,000 Disease Each Employee
 - \$500,000 Disease aggregate Limit

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER – The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

3.3 DELIVERY GUARANTEES – Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES - The State reserves the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS – The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT – All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS – Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser.

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D TERMS – C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

5. CASH DEPOSITS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52-13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.