

SCOPE OF WORK

Boundary Survey for Land Acquisition

Various Parcels
Oakwood Beach, Township of Elsinboro, Salem County, N.J.

NJ DEP BCE PROJECT NO. 6073

STATE OF NEW JERSEY

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

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bob Martin, Commissioner



DIVISION OF ENGINEERING AND CONSTRUCTION BUREAU OF COASTAL ENGINEERING

David Rosenblatt, Administrator

SOLICITATION ON:
SEPTEMBER 22, 2014

BIDS DUE BY:
4 PM OCTOBER 6, 2014

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I. OBJECTIVE

The objective of this project is to complete a boundary survey of ten (10) residential plots and three (3) public access points located in Oakwood Beach, Township of Elsinboro, Salem County, New Jersey. Surveys are to be completed in accordance with DEP's Green Acres Program "Scope of Survey and Standard Detail Requirements" and as stated in this Scope of work.

II. CONSULTANT QUALIFICATIONS

A. SURVEY CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS

The Survey Consultant shall be a firm pre-qualified with the DEP Green Acres for approved survey consultants to complete the project as described in this Scope of Work (S.O.W.).

III. PROJECT SCHEDULE

A. SCHEDULE

The survey work shall be completed and delivered within a maximum of 30 days from notice to proceed. All physical survey work shall be completed before beachfill operations begin. The dredging contractor is able to start work on November 1, 2014. All survey work must be completed before sand pumping operations begin.

B. CONSULTANT'S PROPOSED SCHEDULE

The Survey Consultant shall submit a project schedule after award and before the preconstruction meeting. The bar chart schedule developed by the Survey Consultant shall reflect their recommended project activities and durations.

IV. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The properties to be surveyed in this project are located in Oakwood Beach, Township of Elsinboro and are shown in list form in **Exhibit 'A'** and highlighted on the map in **Exhibit 'B'**.

B. PROJECT TEAM MEMBER DIRECTORY

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

1. DEP Representative:

Name: Glenn Golden, Project Manager
Address: DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753
Phone No: 732-255-0762
E-Mail: glenn.golden@dep.nj.gov

Name: Jenna Scott, Project Engineer
Address: DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753
Phone No: 732-255-0758
E-Mail: jenna.scott@dep.nj.gov

V. PROJECT DEFINITION

A. BACKGROUND

The NJ DEP Bureau of Coastal Engineering (“the State” or “BCE”) is working as the non-federal sponsor with the United States Army Corps of Engineers (“USACE”) on the planned beach replenishment project, known as the USACE’s Delaware Bay Coastline, Delaware and New Jersey, Oakwood Beach, New Jersey, Hurricane and Storm Damage Reduction Project. As the non-federal sponsor, the State is tasked with collecting easements from all property owners that overlap the project footprint.

It is the State’s intention to obtain perpetual easements for the initial beachfill and subsequent renourishments on an eight (8) year cycle. The Township of Elsinboro has worked with the State in obtaining 98 easements voluntarily. Item 1 is for the appraisal in the taking of easements that are not given voluntarily.

To comply with federal funding laws, public access points have to be provided throughout the project. For Item 2, the easements for the three proposed public access points have been given voluntarily by the property owners. The survey plots and metes and bounds descriptions are needed to finalize the easements.

VI. CONSULTANT RESPONSIBILITIES

A. GENERAL SURVEY REQUIREMENTS

Surveys shall be prepared in accordance with DEP's Green Acres Program, "Scope of Survey Services and Standard Detail Requirements" dated July 1, 2013, section "3. Surveying Standards and Standards of Care" through section "10. Sample Forms and Text", except as noted in section B below.

FOR ITEM 1: Survey Consultants are required to comply with Paragraph "5.2 Notification of Parties and Surveyors Right of Entry". Field work shall be permitted to be completed on private property per *N.J.S.A. 20:3-16, a condemner's employees and agents may enter property to conduct studies and surveys during reasonable business hours.* **NOTICE MUST BE SENT TO THE OWNER AND OCCUPANT BY CERTIFIED MAIL AT LEAST 10 DAYS PRIOR.**

The "Scope of Survey Services and Standard Detail Requirements" is available at:

http://www.nj.gov/dep/greenacres/survey/pdf/2013_survey_scope.pdf

B. PROJECT SPECIFIC SURVEY REQUIREMENTS

1. First floor elevations of the living area of structures and surrounding topography shall be included in the plots.
2. The parcel portions that overlap the footprint of the project area shall be delineated by cross-hatching and called out as "Easement Area". The area shall be labeled with the square footage and the boundaries described on the plot.
3. A legend or key will be included in each plot. Sample plots are attached in Exhibit "C".
4. Improvements well within the boundaries of the premises need only be located and shown on the plan in a general manner. Physical features that are near the boundaries or encroach on the easement area, such as fences, buildings, concrete, asphalt or similar items that influence easement area determination shall be accurately located on the plan. The Surveyor Consultant shall notify the Project Team of encroachments as they are discovered (rather than waiting for completion of final plans), identifying the property affected, type of encroachment, and general location so that BCE Project Managers can address these matters with the property owners. An email notice with preliminary plan showing the encroachment(s) serve as appropriate notification.

5. Preliminary review of one property survey is required when the Surveyor Consultant begins plan preparation, so that format and content can be reviewed and comments returned prior to completion of the entire survey package. This will assist the Surveyor Consultant in minimizing corrections and revisions to documents submitted for final review.
6. Adjoining parcels under common ownership (by the owner) can be surveyed, and described as a single unit.
7. One Surveyor's Certification and Summary Form must accompany each set of plans and descriptions per each owner.

C. BIDDING INSTRUCTIONS & LINE ITEMS

All perspective bidders shall complete and return the attached "Agency Request for Proposal" form (Exhibit "D") and the Division of Property and Purchasing forms (Exhibit "E") by **4 pm on Monday, October 6, 2014**. The forms can be faxed or mailed to the Bureau of Coastal Engineering at the address and fax number below.

Mailing Address

Attn: Glenn Golden or Jenna Scott
NJ DEP Bureau of Coastal Engineering
1510 Hooper Ave, Suite 140
Toms River, NJ 08753

Fax Number

(732) 255-0774
Attn: Glenn Golden or Jenna Scott
RE: Oakwood Beach Surveys

ITEM 1: PRIVATE PARCEL PLOTS:

The work under this item is to be bid upon and executed on a per plot basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the research, office, and field survey work. There are ten (10) owners with nine (9) parcels to be surveyed and plotted. A separate metes and bounds description of the easement area shall be included with each plot.

Parcel plots shall be created for each owner, where a single owner has adjacent parcels they will be included on a single plot. If the property includes a riparian grant, the grant area shall also be included with the upland parcel plot.

Each upland easement area shall be delineated as the seaward portion of parcel plot where the "Contractor Work Limit" line overlaps the property. The "Contractor Work Limit" line will be provided by the NJ DEP as an AutoCAD file post award.

The list of property owners and addresses to be surveyed and plotted is described in Exhibit "A" and Exhibit "B". Sample plots are attached in Exhibit "C".

ITEM 2: ACCESS POINT PLOTS:

The work under this item is to be bid upon and executed on a per location basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the research, office, and field survey work. The three (3) areas delineated as public access on Exhibit "B" shall be surveyed and plotted with areas of perpetual easements (shown in yellow on Exhibit "B") and the temporary easements (shown in green on Exhibit "B") delineated and labeled with area. A separate metes and bounds description shall accompany each location plot.

The proposed public access points are located off of Shad Roe Lane through Block 23 Lot 25.24, Bender Drive through Block 16 Lots 1.05, and Slape Avenue through Block 3 Lot 1 (91 Salem Country Club Road). The easement areas are listed in Exhibit "A" and a drawing of the public access physical and mailing addresses are included in Exhibit "B". There is no temporary easement area needed at Block 16 Lot 1.05.

D. PROJECT AWARD & COMMENCEMENT

The contract shall be awarded based on lowest bid of the total combined price of items 1 and 2. No bids shall be accepted past 4 pm on October 6, 2014.

The State of New Jersey reserves the right to increase or decrease contract quantities as required in order to keep within the project budget and to accomplish work in conformance with all Federal, State and Local rules and regulations. The State of New Jersey reserves the rights to award a contract for all the work as bid upon, reduce as aforesaid, or reject any and all bids, as may be deemed in the best interest of the State of New Jersey.

A project kick off meeting shall be held prior to the start of work. Agenda shall include:

1. Project Directory:

Develop a project directory that identifies the name and phone number of key designated representatives who may be contacted during the survey phases of this project.

2. Site Access:

Develop plans to access the project sites and provide the names and phone numbers of approved escorts if applicable.

3. Scope of Work:

Review the responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as contract deliverables, special sequencing requirements, special hours for site visits, safety and security needs, and weather restrictions shall be addressed.

4. Project Schedule:

Review the project schedule with the Project Team members.

E. MEETINGS & PRESENTATIONS

Conduct the appropriate number of review meetings with the Project Team members, if necessary, during the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Survey Consultant shall describe the philosophy and process used in the development of the survey criteria and the various alternatives considered to meet the project objectives. Selected surveys, cost estimates, schedules, and other relevant information shall be presented to support the solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, survey schedule requirements, safety and security restrictions, etc.

It shall also be the responsibility of the Survey Consultant to arrange and require all critical Sub-Consultants to be in attendance at the study review meetings, as applicable.

VII. LIQUIDATED DAMAGES

The Survey Consultant understands that in the event its performance is not timely, the State will be harmed and the project delayed, but that the State's damages will be difficult to calculate. Therefore, the Survey Consultant agrees that it shall be liable for Liquidated Damages as stated below.

For failure to deliver the survey for each property within 30 days of issuance of the notice to proceed, in the amount of \$50 per business day per property not delivered, up to a maximum of \$5,000 in total liquidated damages.

The State shall have the sole discretion to allow a grace period or toll the time periods for the completion of the survey.

The State shall assess liquidated damages and deduct the liquidated damages, if any, from any payment made to the Survey Consultant.

These liquidated damages shall take precedence over any conflicting provisions in the General Conditions to the Consultant Agreement accompanying this RFP.

VIII. GENERAL REQUIREMENTS

A. SCOPE CHANGES

The Survey 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.

IX. ALLOWANCES

A. CORNER MARKER SETTING ALLOWANCE

Corner markers will not be required under this contract.

X. SUBMITTAL REQUIREMENTS

A. CONTRACT DELIVERABLES

- 1. Refer to "Scope of Survey Services and Standard Detail Requirements" dated July 1, 2013, Section 8. Deliverables:**

8.1 Copies of Notifications – Letterhead Standard Notice

8.1.1 Division Fax Notification – Required -

8.1.2 Property Owner Notification – Required -

8.1.3 Police Department Notification – Required -

8.1.4 Adjoiner Notification – As Necessary -

8.1.5 Misc. Notification (Utility, etc.) – As Necessary

8.3 Parcel Closure - Precision/Radial Error/Area (individual site or lot closure for each acquisition site)

8.4 Full size Paper Copies of Survey Plan and Public Access Locations

8.6 Metes and Bound Description and Reduced Survey Plan

8.7 Digital Files on Compact Disk (CD)

- Cover Label on Digital Media Disk:
 - Property Owner Name
 - Project Number & Name
 - Municipal Tax Block and Lot numbers
 - Municipality & County
 - Survey Firm
 - Date of Survey

CD Contains:

8.7-1 Descriptions

8.7-2 AutoCAD .dwg

8.7-3 Full size, signed and sealed, drawing in “.pdf” format

8.7-4 Linework (each acquisition site) “.dxf” format

8.8 Surveyor’s Certification and Summary Form;

One signed and sealed copy required, which reports separately each lot depicted on the plan

PROJECT NAME: Boundary Survey for Land Acquisition
PROJECT LOCATION: Oakwood Beach, Township of Elsinboro, New Jersey
PROJECT NO: 6073
DATE: September 22, 2014

XI. S.O.W. 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 construction schedule described in this project Scope of Work and verifies that the work will not conflict with the existing or future construction activities of other projects at the site.

S.O.W. PREPARED BY:


JENNA SCOTT, PROJECT ENGINEER
BUREAU OF COASTAL ENGINEERING

9/22/14
DATE

S.O.W. APPROVED BY:


WILLIAM DIXON, ACTING MANAGER
BUREAU OF COASTAL ENGINEERING

9/22/14
DATE

XII EXHIBITS

- A. PROPERTY LIST (1 page)
- B. PROJECT SITE MAP (7 pages)
- C. SAMPLE PLOTS (3 pages)
- D. AGENCY REQUEST OF PROPOSAL FORM (1 page)
- E. DIVISION OF PURCHASING AND PROPERTY FORMS (17 pages)

END OF SCOPE OF WORK

Exhibit A

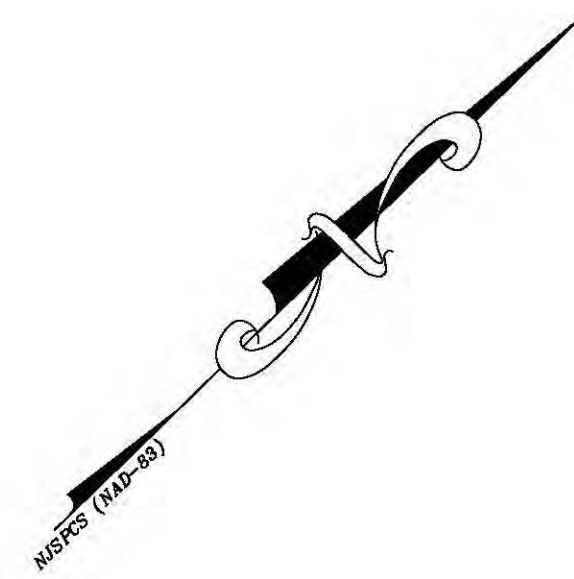
ITEM 1 - Oakwood Beach Easements Not Returned

Block	Lot	Lot 2	Physical Address	City	State	Zip Code	Title	Owner(s)	Mailing Address	City (2)	State (2)	Zip Code (2)
12	2		60 Slape Avenue	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
12	12		34 Slape Avenue	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
12	17		20 Slape Avenue	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Haddon Twp	NJ	08107
12	23		Slape Avenue	Elsinboro	NJ	08079	Ms.	[REDACTED]	[REDACTED]	Laurel Springs	NJ	08021
16	14		143 Locust Avenue	Elsinboro	NJ	08079	Mr.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
19	4.13		63 S. Locust Avenue	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Mays Landing	NJ	08330
23	3		755 Ft Elfsborg-Salem Rd	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
23	15	16	729 Salem-Ft Elfsborg Rd	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
23	17		727 Salem-Ft Elfsborg Rd	Elsinboro	NJ	08079	Ms.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
23	25.19		129 Shad Roe Lane	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079

ITEM 2 -Public Access Easements - Voluntarily given, need descriptions to accompany the easements.

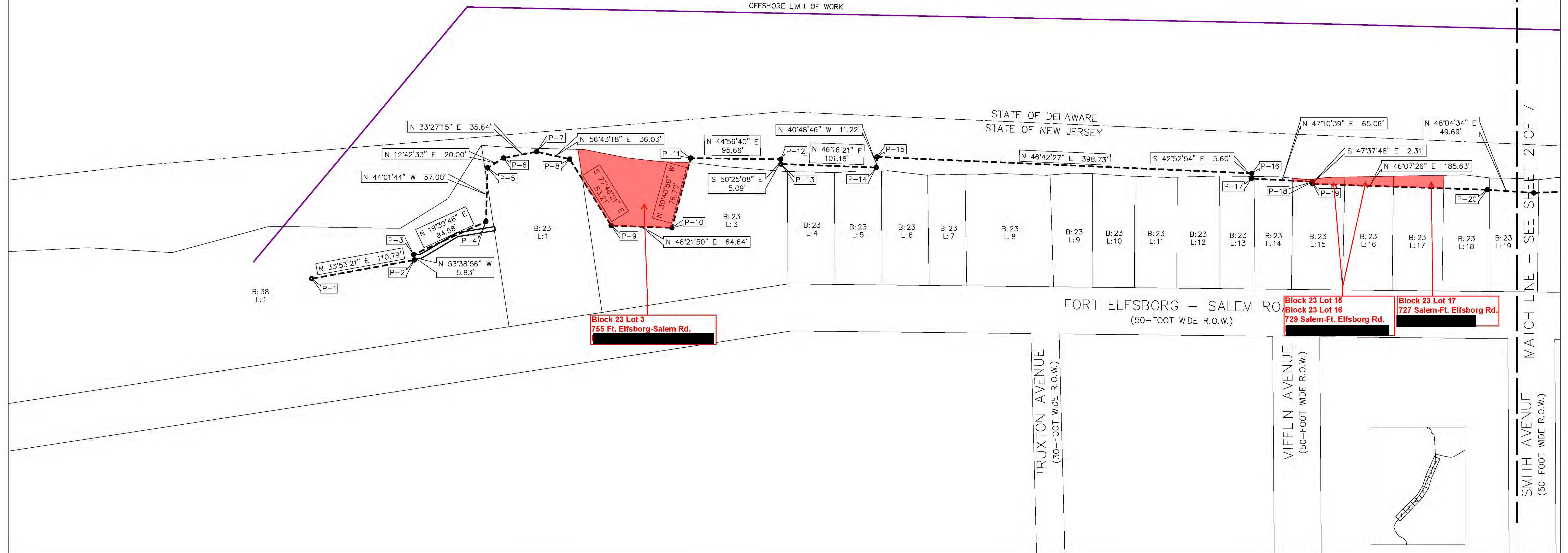
Block	Lot	Lot 2	Physical Address	City	State	Zip Code	Title	Owner(s)	Mailing Address	City (2)	State (2)	Zip Code (2)
3	1		91 SALEM COUNTRY CLUB RD	Elsinboro	NJ	08079	Mr. & Mrs.	[REDACTED]	[REDACTED]	Pilesgrove	NJ	08098
16	1.05		19 Bender Drive	Elsinboro	NJ	08079	Ms.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079
23	25.24		111 Shad Roe Lane	Elsinboro	NJ	08079	Mr.	[REDACTED]	[REDACTED]	Elsinboro	NJ	08079

EXHIBIT B



DELAWARE RIVER

OFFSHORE LIMIT OF WORK



MATCH LINE - SEE SHEET 2 OF 7

- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- ▭ Parcel Boundary

B: Block Number
L: Lot Number

COORDINATES, BEARING, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83.

PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF ELSINBORO TAX MAPS DATED OCTOBER 30, 1961.

STATE BOUNDARY AS PER SHAPEFILE DOWNLOADED FROM "NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" WEBSITE.

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-1	260,664.94	201,574.97
P-2	260,756.91	201,636.75
P-3	260,760.36	201,632.05
P-4	260,840.01	201,680.51
P-5	260,880.99	201,620.89
P-6	260,900.49	201,625.29
P-7	260,930.23	201,644.94
P-8	260,950.00	201,875.06
P-9	260,932.38	201,756.39
P-10	260,976.98	201,803.17
P-11	261,042.94	201,764.03
P-12	261,110.65	201,831.60
P-13	261,107.40	201,835.53
P-14	261,177.33	201,908.63
P-15	261,185.92	201,901.30
P-16	261,459.24	202,191.52
P-17	261,455.14	202,195.33
P-18	261,499.36	202,243.04
P-19	261,497.81	202,244.75
P-20	261,626.46	202,378.56

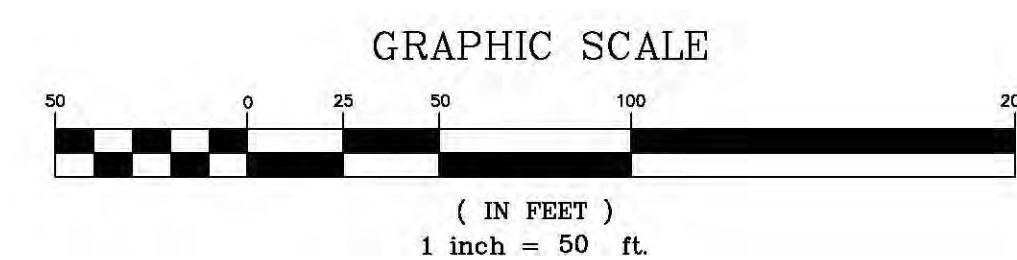
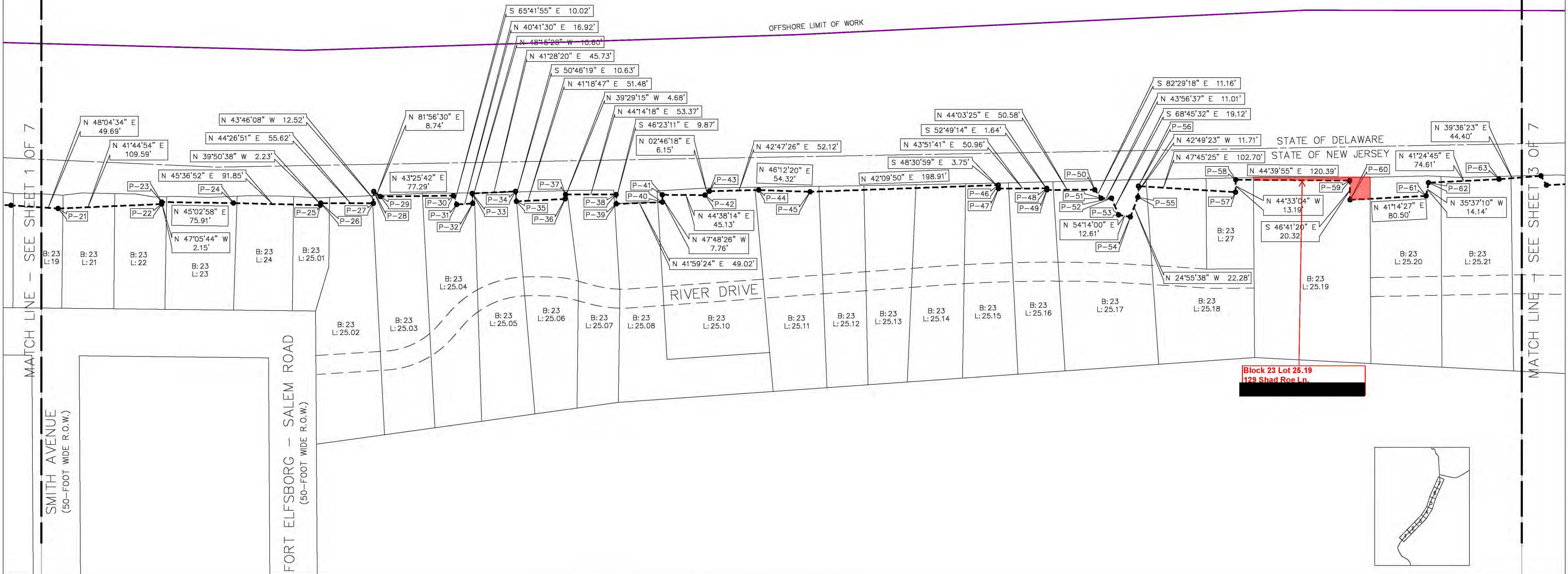


EXHIBIT B

DELAWARE RIVER

OFFSHORE LIMIT OF WORK



MATCH LINE - SEE SHEET 1 OF 7

MATCH LINE - SEE SHEET 3 OF 7

SMITH AVENUE
(50-FOOT WIDE R.O.W.)

FORT ELFSBORG - SALEM ROAD
(50-FOOT WIDE R.O.W.)

RIVER DRIVE

Block 23 Lot 25.19
129 Shad Roe Ln.

- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- Parcel Boundary

B: Block Number
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INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-21	261,859.66	202,415.53
P-22	261,741.43	202,488.50
P-23	261,742.90	202,486.92
P-24	261,796.52	202,540.64
P-25	261,860.77	202,606.29
P-26	261,862.49	202,604.85
P-27	261,902.19	202,643.80
P-28	261,911.23	202,635.14
P-29	261,912.46	202,643.79
P-30	261,968.59	202,696.93
P-31	261,984.47	202,706.05
P-32	261,977.30	202,717.09
P-33	261,984.36	202,709.18
P-34	262,018.63	202,739.47
P-35	262,011.91	202,747.70
P-36	262,050.58	202,781.88
P-37	262,054.19	202,778.71
P-38	262,092.42	202,815.94
P-39	262,085.61	202,823.09
P-40	262,122.05	202,855.89
P-41	262,127.26	202,850.14
P-42	262,159.37	202,881.85

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-43	262,165.52	202,882.15
P-44	262,203.77	202,917.55
P-45	262,241.36	202,956.76
P-46	262,388.80	203,090.28
P-47	262,386.31	203,093.10
P-48	262,423.06	203,128.41
P-49	262,422.07	203,129.72
P-50	262,458.41	203,164.89
P-51	262,456.95	203,175.95
P-52	262,464.88	203,183.59
P-53	262,457.96	203,201.41
P-54	262,465.33	203,211.65
P-55	262,485.53	203,202.26
P-56	262,494.11	203,194.30
P-57	262,563.16	203,270.33
P-58	262,572.56	203,261.08
P-59	262,658.18	203,345.71
P-60	262,644.25	203,360.49
P-61	262,704.78	203,413.56
P-62	262,716.28	203,405.32
P-63	262,772.23	203,454.68

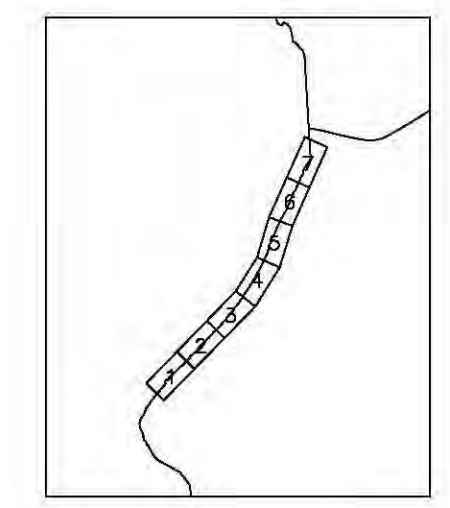
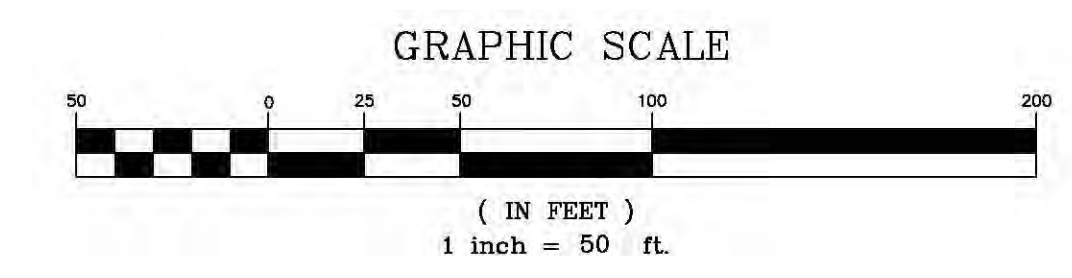
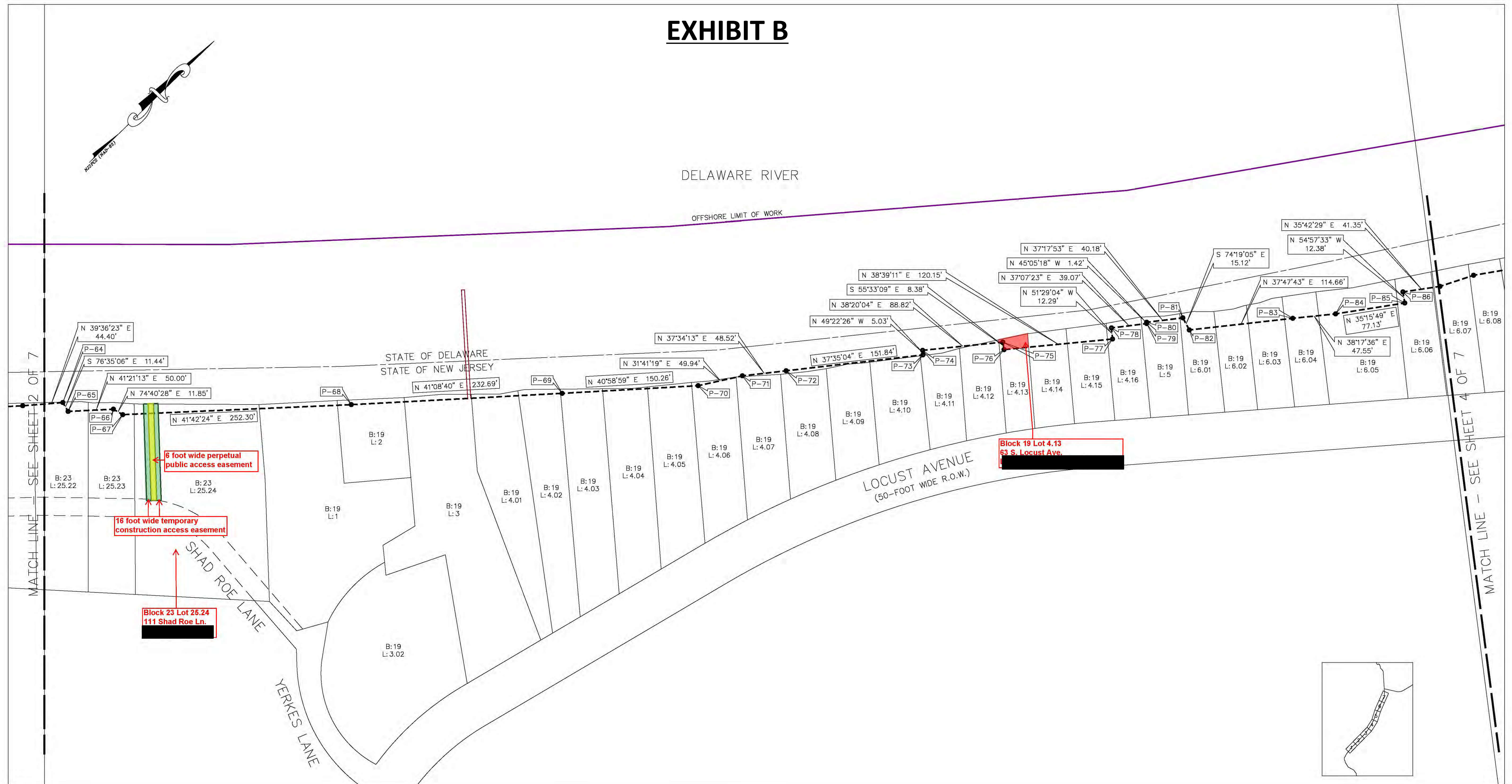


EXHIBIT B



MATCH LINE - SEE SHEET 2 OF 7

MATCH LINE - SEE SHEET 4 OF 7

- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- Parcel Boundary
- B: Block Number
- L: Lot Number

COORDINATES, BEARING, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83.
 PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF ELSINBORO TAX MAPS DATED OCTOBER 30, 1961.
 STATE BOUNDARY AS PER SHAPEFILE DOWNLOADED FROM "NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" WEBSITE.

POINT	NORTHING	EASTING
P-64	262,806.44	203,482.98
P-65	262,803.79	203,494.11
P-66	262,841.32	203,527.14
P-67	262,844.45	203,538.56
P-68	263,032.80	203,706.42
P-69	263,206.03	203,859.52
P-70	263,321.47	203,958.07
P-71	263,363.96	203,984.31
P-72	263,402.42	204,013.89
P-73	263,522.75	204,106.51
P-74	263,526.03	204,102.68
P-75	263,595.70	204,157.78
P-76	263,590.96	204,164.69
P-77	263,684.79	204,239.74
P-78	263,692.44	204,230.12
P-79	263,723.60	204,253.71
P-80	263,724.60	204,252.70
P-81	263,796.56	204,277.05
P-82	263,752.48	204,291.61
P-83	263,843.08	204,361.87
P-84	263,880.40	204,391.34
P-85	263,943.38	204,435.87
P-86	263,950.48	204,425.73

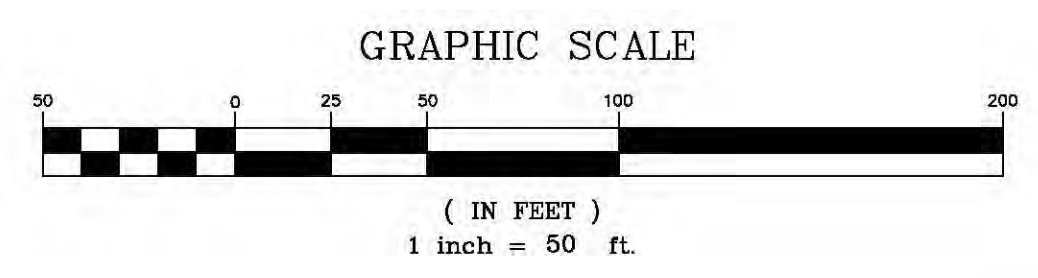
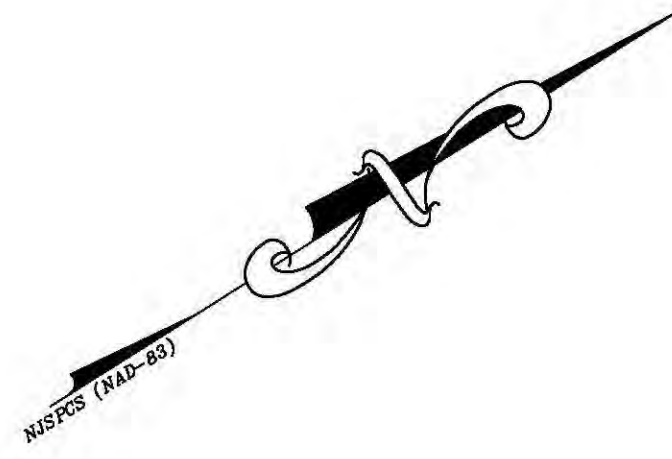


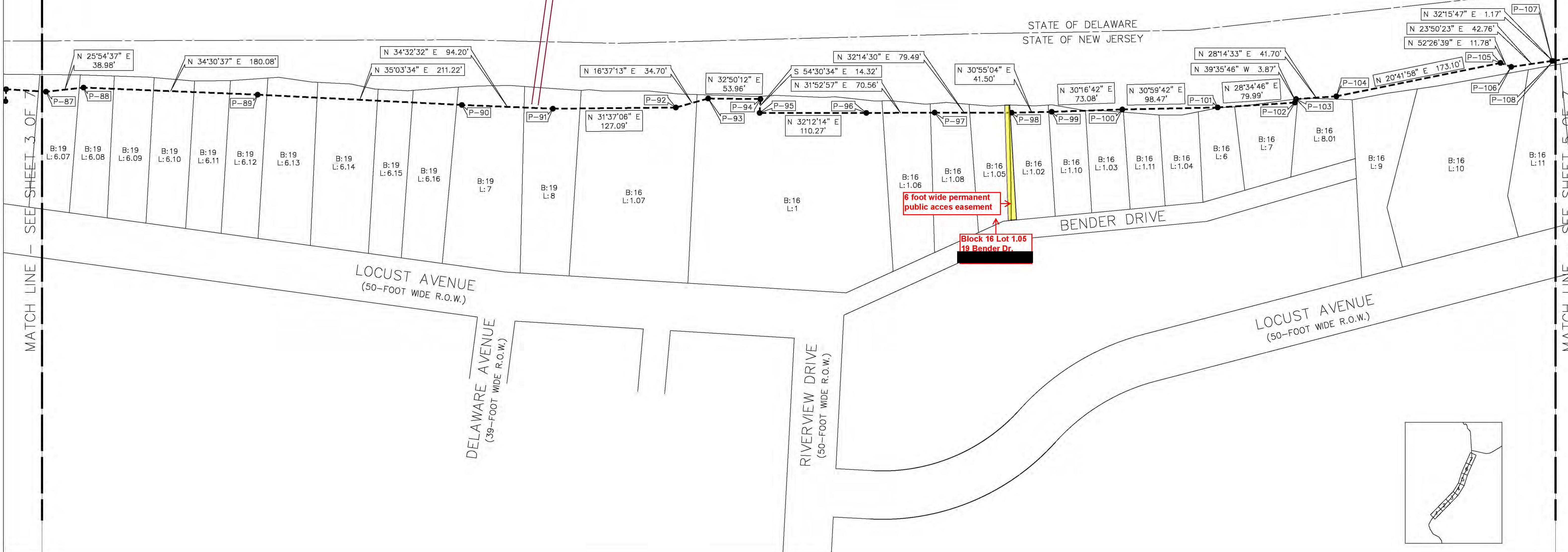
EXHIBIT B



DELAWARE RIVER

OFFSHORE LIMIT OF WORK

STATE OF DELAWARE
STATE OF NEW JERSEY



MATCH LINE - SEE SHEET 3 OF 7

MATCH LINE - SEE SHEET 5 OF 7

- Landward Limit of Work Line
 - Landward Limit of Work Line Inflection Point
 - - - State Boundary
 - ▭ Parcel Boundary
- B: Block Number
L: Lot Number

COORDINATES, BEARING, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83.
PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF ELSINBORO TAX MAPS DATED OCTOBER 30, 1961.
STATE BOUNDARY AS PER SHAPEFILE DOWNLOADED FROM "NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" WEBSITE.

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-87	263,984.06	204,449.87
P-88	264,019.12	204,466.90
P-89	264,167.50	204,568.92
P-90	264,340.39	204,690.25
P-91	264,417.99	204,743.66
P-92	264,526.21	204,810.29
P-93	264,559.46	204,820.21
P-94	264,604.80	204,849.47
P-95	264,596.49	204,861.13
P-96	264,689.79	204,919.89
P-97	264,749.70	204,957.16
P-98	264,816.93	204,999.57
P-99	264,852.54	205,020.89
P-100	264,915.64	205,057.74
P-101	265,000.05	205,108.44
P-102	265,070.30	205,146.71
P-103	265,073.28	205,144.24
P-104	265,110.02	205,163.98
P-105	265,271.95	205,225.16
P-106	265,279.13	205,234.50
P-107	265,318.24	205,251.78
P-108	265,319.22	205,252.40

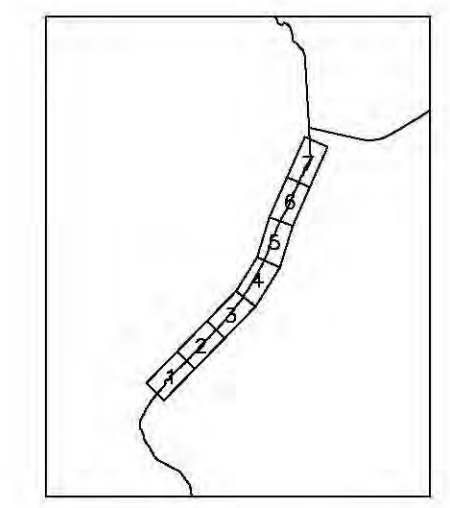
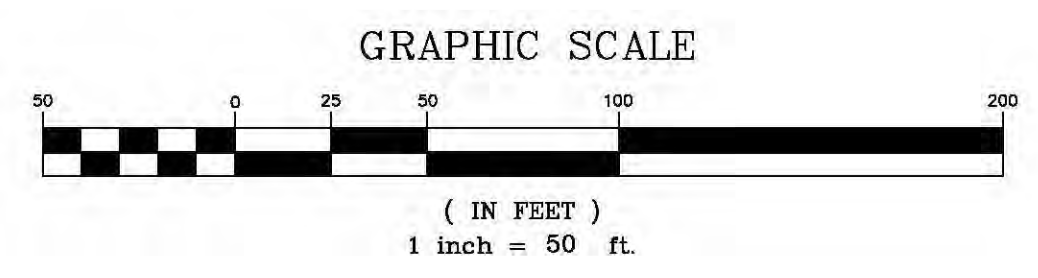
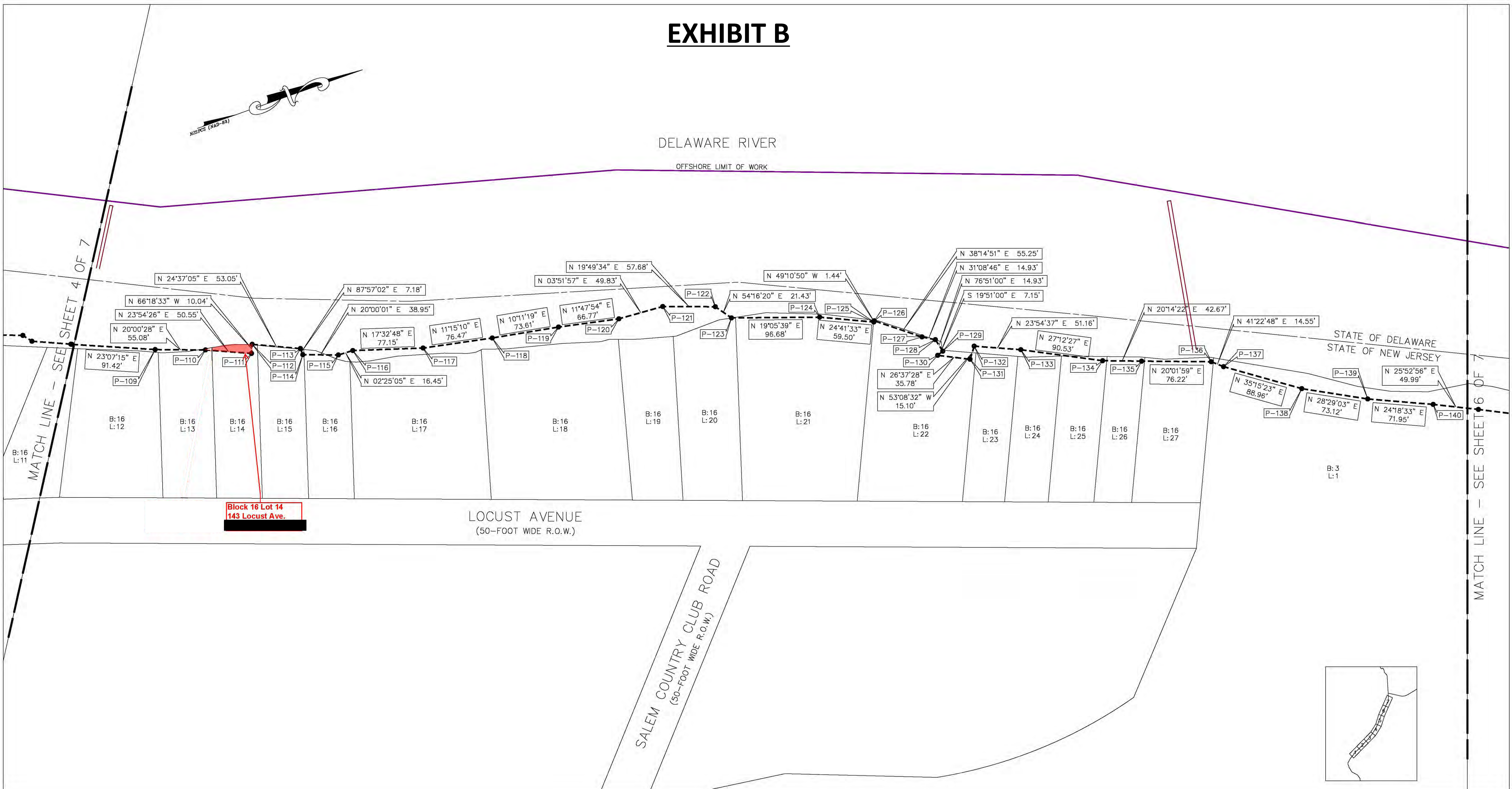


EXHIBIT B

DELAWARE RIVER

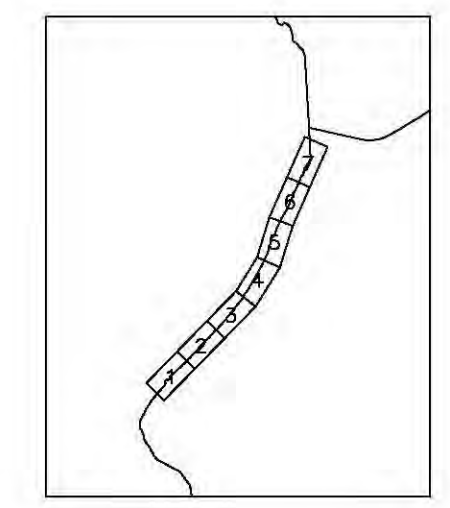
OFFSHORE LIMIT OF WORK



**Block 16 Lot 14
143 Locust Ave.**

LOCUST AVENUE
(50-FOOT WIDE R.O.W.)

SALEM COUNTRY CLUB ROAD
(50-FOOT WIDE R.O.W.)



- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- ▭ Parcel Boundary

B: Block Number
L: Lot Number

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STATE BOUNDARY AS PER SHAPEFILE DOWNLOADED FROM "NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" WEBSITE.

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-109	265,403.30	205,288.30
P-110	265,455.05	205,307.15
P-111	265,501.28	205,327.83
P-112	265,505.30	205,318.44
P-113	265,553.52	205,340.54
P-114	265,553.78	205,347.72
P-115	265,590.38	205,361.04
P-116	265,606.82	205,361.73
P-117	265,680.38	205,394.99
P-118	265,755.38	205,399.91
P-119	265,827.83	205,412.93
P-120	265,893.19	205,426.59
P-121	265,942.91	205,429.95
P-122	265,997.17	205,449.51
P-123	266,009.68	205,466.90
P-124	266,101.04	205,498.53

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-125	266,155.10	205,523.38
P-126	266,158.04	205,522.30
P-127	266,199.43	205,556.50
P-128	266,212.21	205,564.22
P-129	266,215.60	205,578.76
P-130	266,208.88	205,581.19
P-131	266,240.86	205,597.22
P-132	266,249.92	205,585.13
P-133	266,296.69	205,605.87
P-134	266,377.21	205,647.26
P-135	266,417.24	205,662.03
P-136	266,488.85	205,688.14
P-137	266,499.77	205,697.76
P-138	266,572.42	205,749.11
P-139	266,636.68	205,783.98
P-140	266,702.25	205,813.59

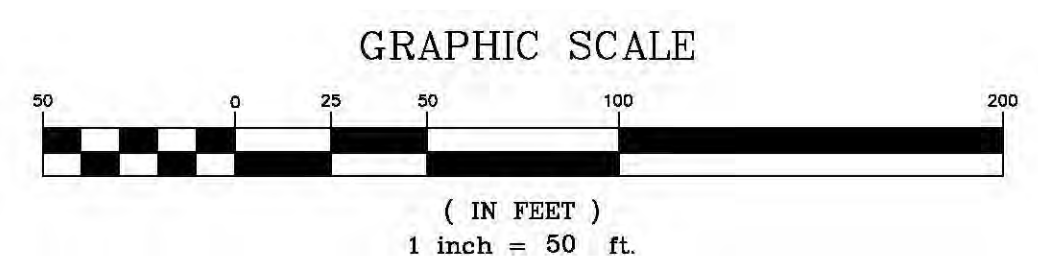
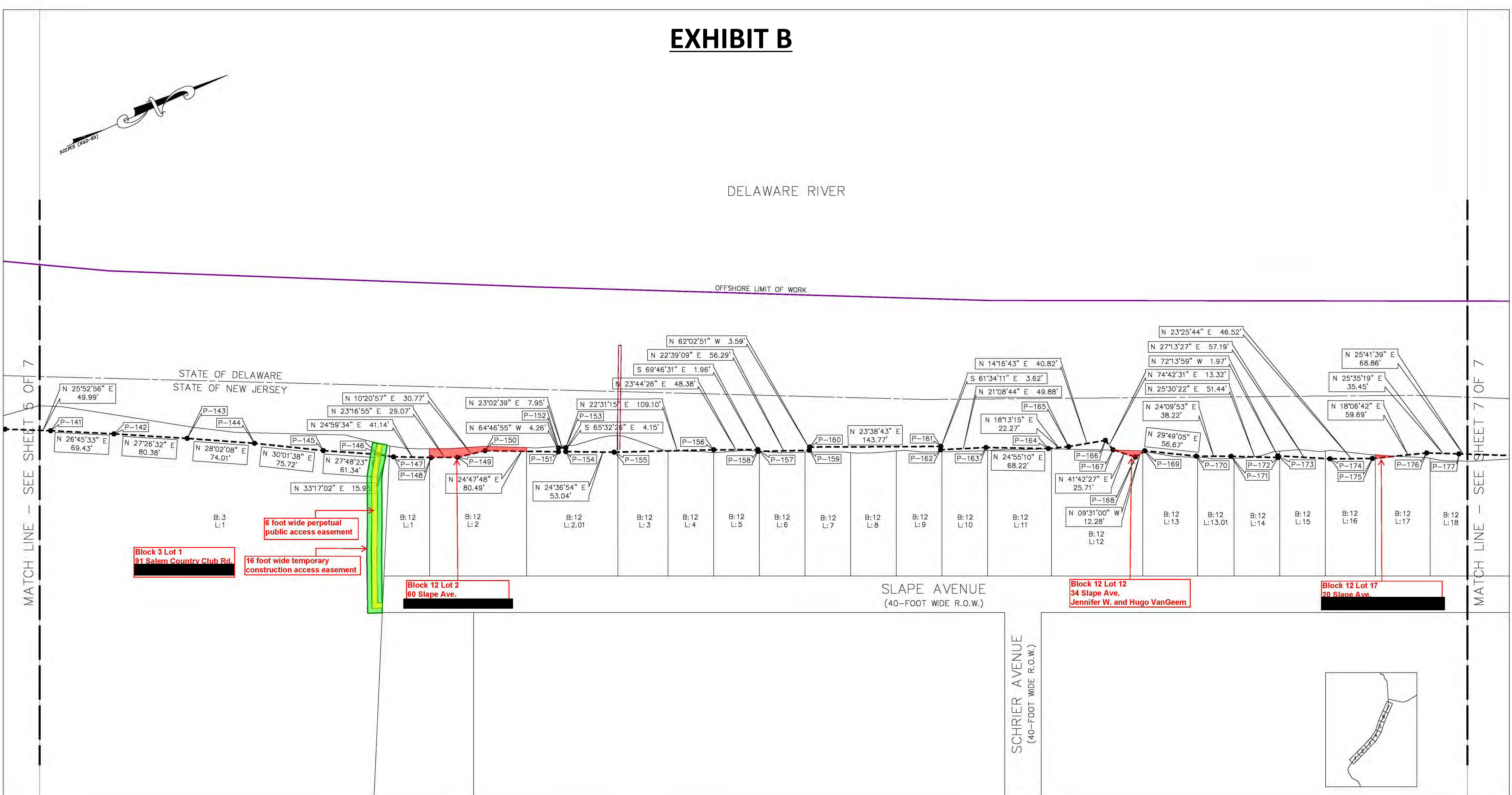


EXHIBIT B

DELAWARE RIVER

OFFSHORE LIMIT OF WORK



MATCH LINE - SEE SHEET 5 OF 7

MATCH LINE - SEE SHEET 7 OF 7

- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- Parcel Boundary

B: Block Number
L: Lot Number

COORDINATES, BEARING, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83.
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INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-141	266,747.22	205,835.41
P-142	266,809.21	205,866.67
P-143	266,880.55	205,903.72
P-144	266,945.87	205,936.50
P-145	267,011.43	205,976.40
P-146	267,065.69	206,005.01
P-147	267,079.03	206,013.77
P-148	267,116.31	206,031.15
P-149	267,143.02	206,042.64
P-150	267,173.29	206,048.17
P-151	267,246.36	206,081.92
P-152	267,248.17	206,078.07
P-153	267,255.50	206,081.19
P-154	267,253.78	206,084.97
P-155	267,302.00	206,107.06
P-156	267,402.78	206,148.85
P-157	267,447.06	206,168.32
P-158	267,446.39	206,170.16
P-159	267,498.33	206,191.84

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-160	267,500.01	206,188.67
P-161	267,631.71	206,246.33
P-162	267,629.99	206,249.52
P-163	267,676.51	206,267.51
P-164	267,738.38	206,296.26
P-165	267,759.53	206,303.22
P-166	267,799.09	206,313.29
P-167	267,802.60	206,326.14
P-168	267,821.79	206,343.24
P-169	267,833.90	206,341.21
P-170	267,883.07	206,369.39
P-171	267,917.95	206,385.04
P-172	267,964.38	206,407.19
P-173	267,964.98	206,405.32
P-174	268,015.83	206,431.48
P-175	268,058.51	206,449.98
P-176	268,115.25	206,468.53
P-177	268,147.22	206,483.85

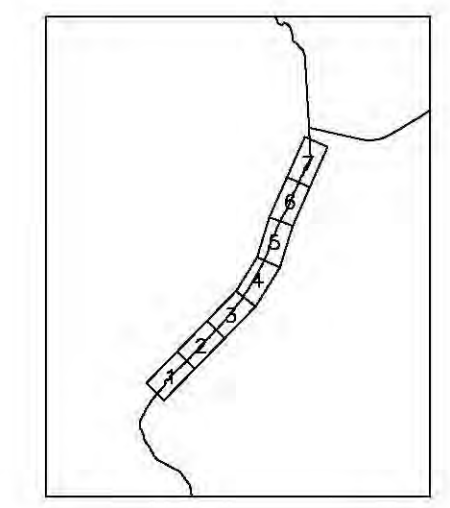
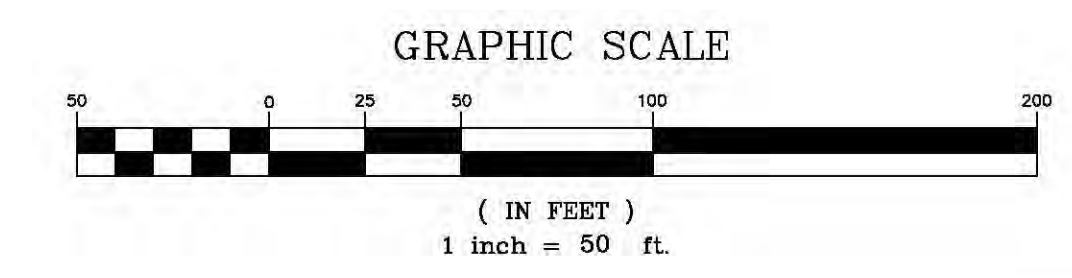
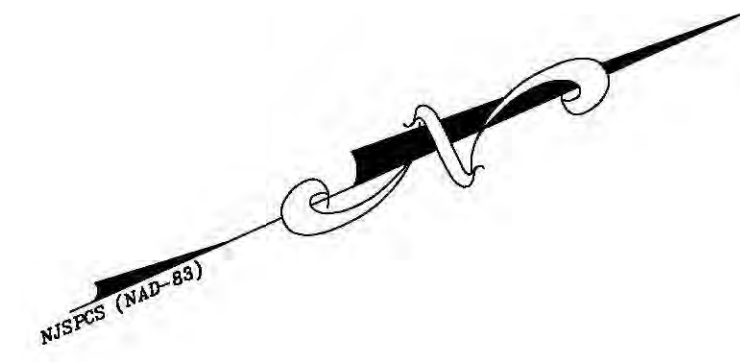


EXHIBIT B

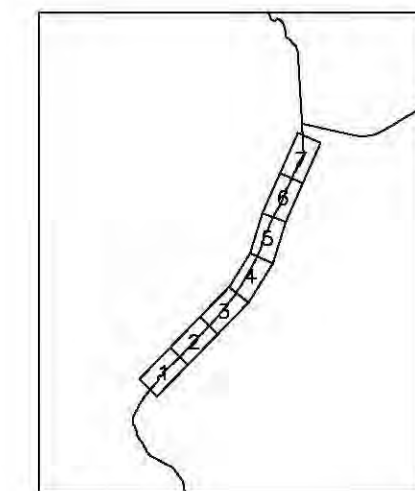
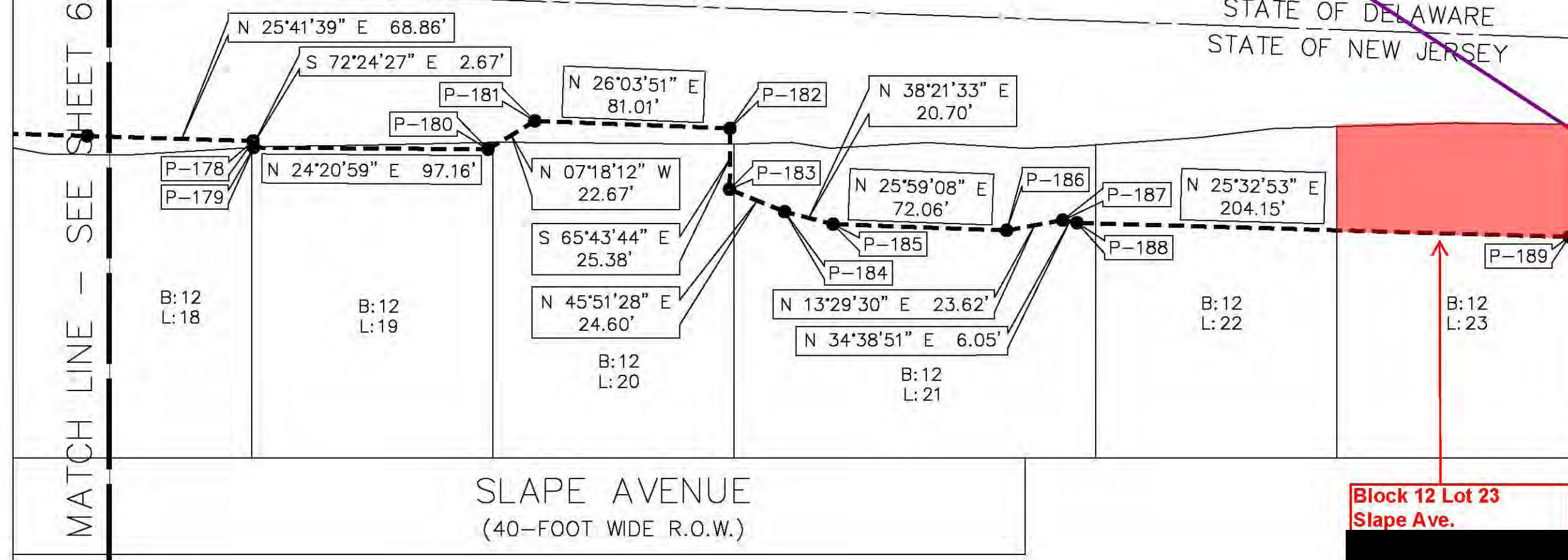


DELAWARE RIVER

OFFSHORE LIMIT OF WORK

MATCH LINE - SEE SHEET 6 OF 7

STATE OF DELAWARE
STATE OF NEW JERSEY



- Landward Limit of Work Line
- Landward Limit of Work Line Inflection Point
- - - State Boundary
- Parcel Boundary

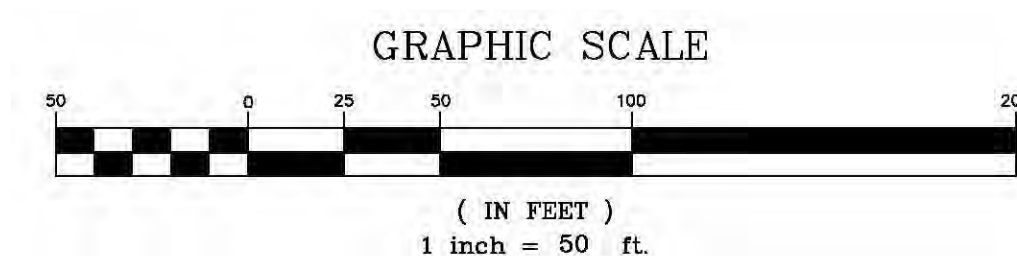
B: Block Number
L: Lot Number

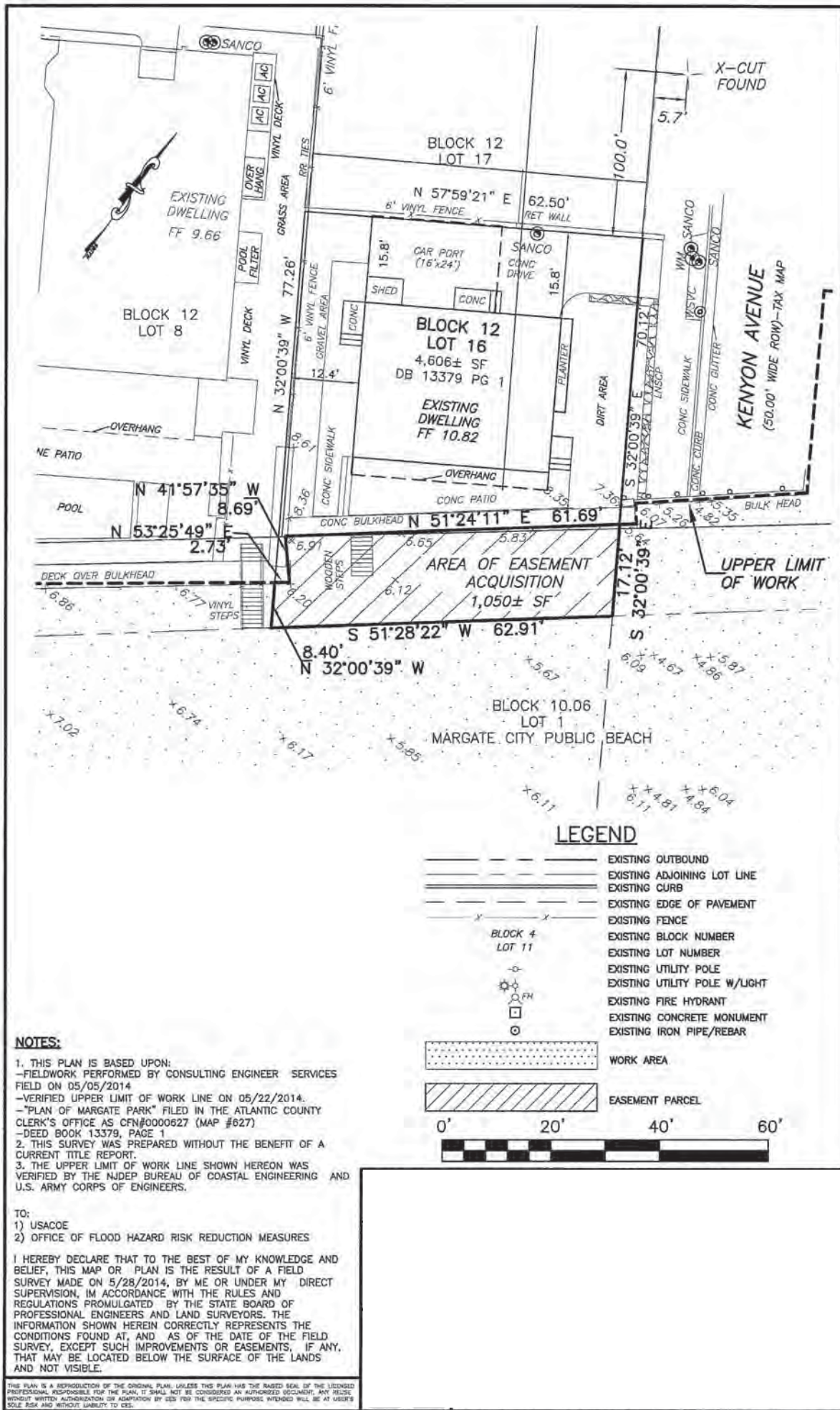
COORDINATES, BEARING, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83.

PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF ELSINBORO TAX MAPS DATED OCTOBER 30, 1961.

STATE BOUNDARY AS PER SHAPEFILE DOWNLOADED FROM "NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" WEBSITE.

INFLECTION POINT TABLE		
POINT	NORTHING	EASTING
P-178	268,209.27	206,513.70
P-179	268,208.46	206,516.25
P-180	268,298.98	206,556.31
P-181	268,319.47	206,553.43
P-182	268,392.25	206,589.02
P-183	268,381.81	206,612.16
P-184	268,398.94	206,629.81
P-185	268,415.17	206,642.86
P-186	268,478.95	206,674.23
P-187	268,502.92	206,679.74
P-188	268,507.90	206,683.18
P-189	268,692.09	206,771.23





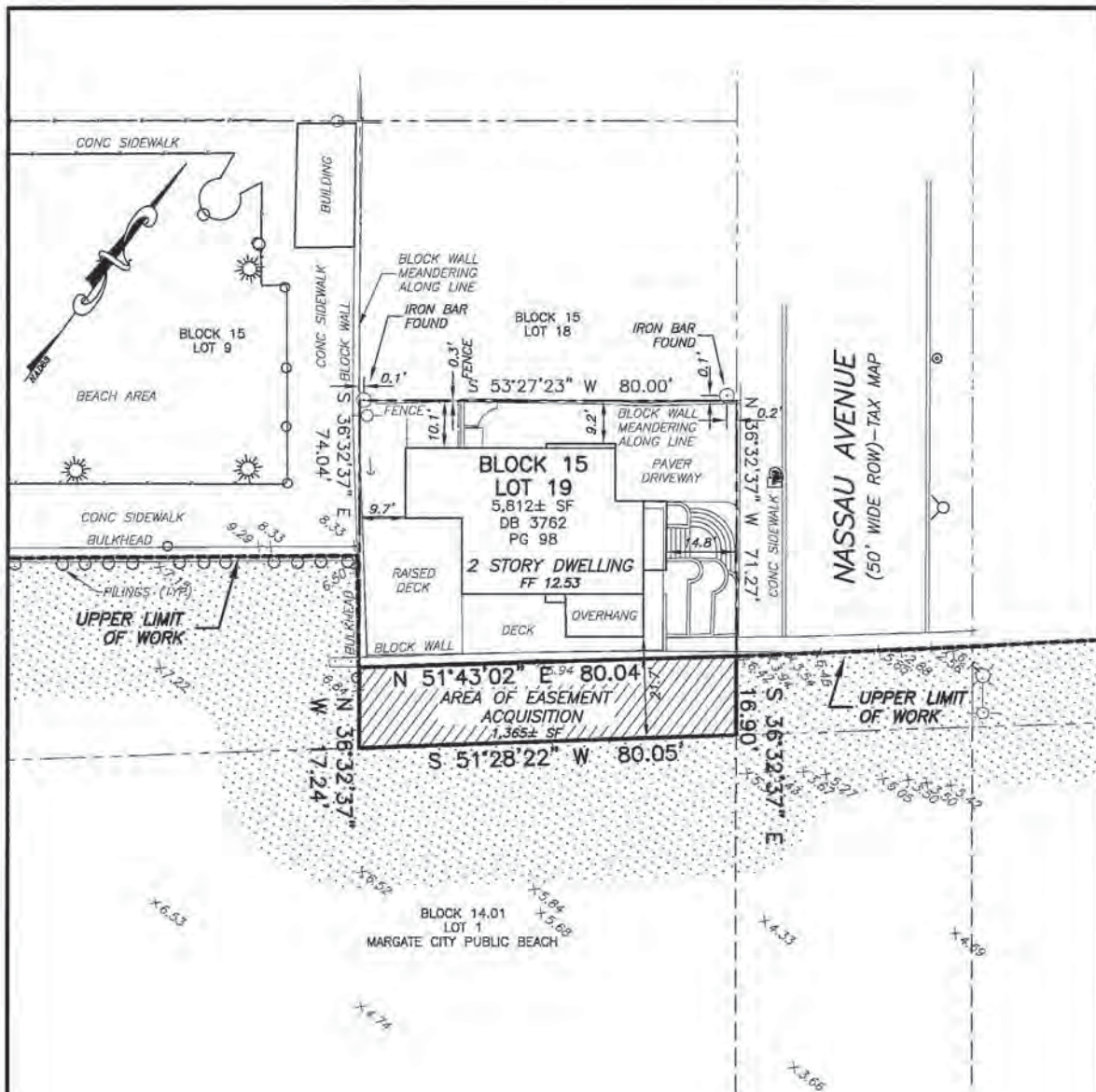
NOTES:

1. THIS PLAN IS BASED UPON:
 -FIELDWORK PERFORMED BY CONSULTING ENGINEER SERVICES FIELD ON 05/05/2014
 -VERIFIED UPPER LIMIT OF WORK LINE ON 05/22/2014.
 -"PLAN OF MARGATE PARK" FILED IN THE ATLANTIC COUNTY CLERK'S OFFICE AS CFN#0000627 (MAP #627)
 -DEED BOOK 13379, PAGE 1
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. THE UPPER LIMIT OF WORK LINE SHOWN HEREON WAS VERIFIED BY THE NJDEP BUREAU OF COASTAL ENGINEERING AND U.S. ARMY CORPS OF ENGINEERS.

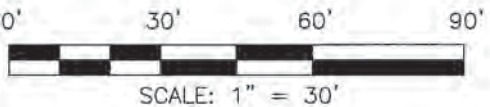
- TO:
- 1) USACOE
 - 2) OFFICE OF FLOOD HAZARD RISK REDUCTION MEASURES

I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY MADE ON 5/28/2014, BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE INFORMATION SHOWN HEREIN CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS AND NOT VISIBLE.

THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN, UNLESS THIS PLAN HAS THE RAISED SEAL OF THE LICENSED PROFESSIONAL RESPONSIBLE FOR THE PLAN, IT SHALL NOT BE CONSIDERED AN AUTHORIZED DOCUMENT. ANY RELIANCE WITHOUT WRITTEN AUTHORIZATION OR ADAPTATION BY CES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CES.



MASSAU AVENUE
(50' WIDE ROW)—TAX MAP



LEGEND

- EXISTING OUTBOUND
- EXISTING ADJOINING LOT LINE
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING FENCE
- EXISTING BLOCK NUMBER
- EXISTING LOT NUMBER
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE W/LIGHT
- EXISTING FIRE HYDRANT
- EXISTING CONCRETE MONUMENT
- EXISTING IRON PIPE/REBAR
- WORK AREA
- EASEMENT PARCEL

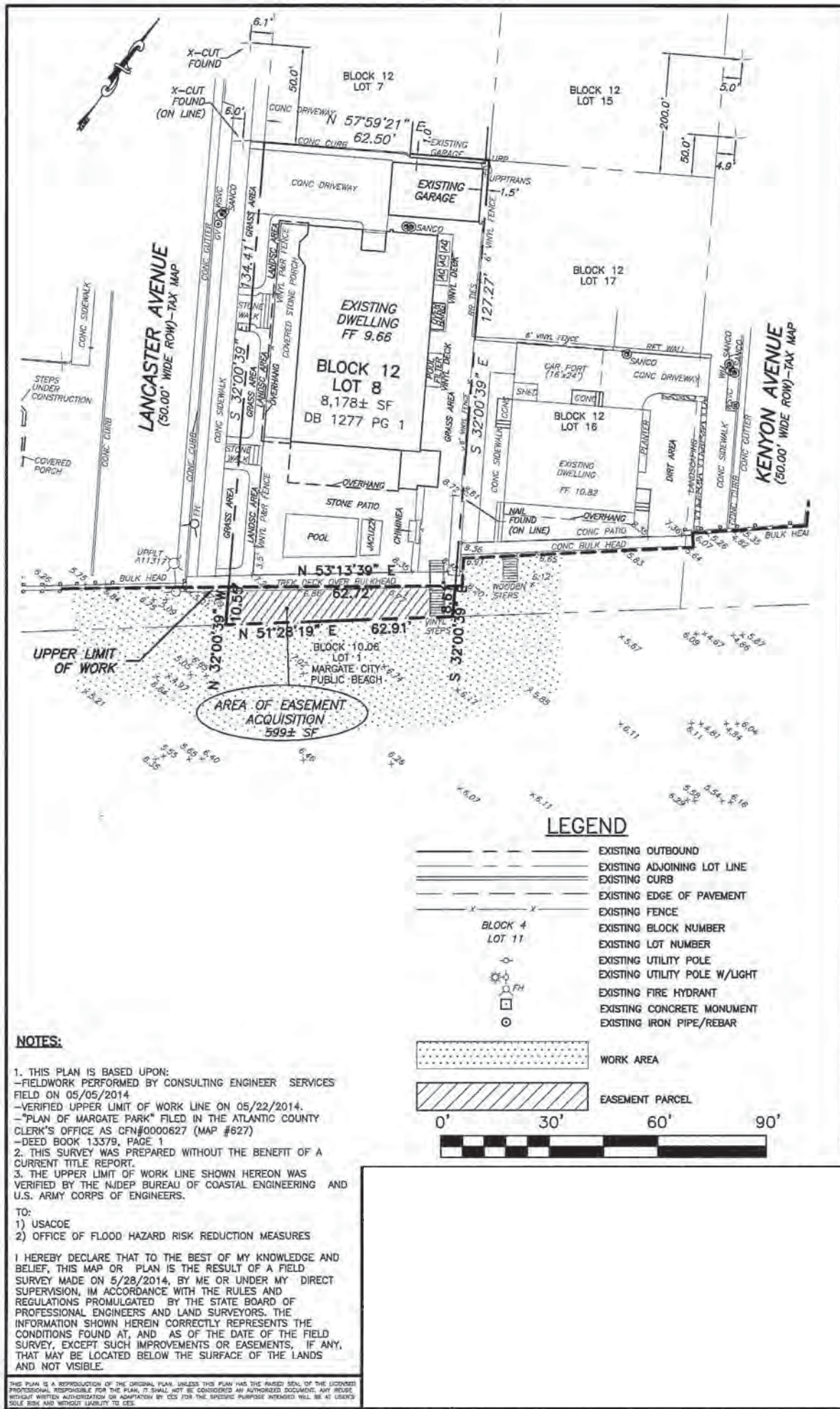
NOTES:

1. THIS PLAN IS BASED UPON:
 - FIELDWORK PERFORMED BY CONSULTING ENGINEER SERVICES FIELD ON 05/05/2014
 - VERIFIED UPPER LIMIT OF WORK LINE ON 05/22/2014.
 - "PLAN OF MARGATE PARK" FILED IN THE ATLANTIC COUNTY CLERK'S OFFICE AS CFN#0000596 (MAP #596)
 - DEED BOOK 3762, PAGE 98
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. THE UPPER LIMIT OF WORK LINE SHOWN HEREON WAS VERIFIED BY THE NJDEP BUREAU OF COASTAL ENGINEERING AND U.S. ARMY CORPS OF ENGINEERS.

- TO:
- 1) USACOE
 - 2) OFFICE OF FLOOD HAZARD RISK REDUCTION MEASURES

I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY MADE ON 5/28/2014, BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE INFORMATION SHOWN HEREIN CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS AND NOT VISIBLE.

THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN. UNLESS THIS PLAN HAS THE RAISED SEAL OF THE LICENSED PROFESSIONAL RESPONSIBLE FOR THE PLAN, IT SHALL NOT BE CONSIDERED AN AUTHORIZED DOCUMENT. ANY REUSE WITHOUT WRITTEN AUTHORIZATION OR ADAPTATION BY GIS FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CES.





State of New Jersey AGENCY REQUEST FOR PROPOSAL



VENDOR NAME AND ADDRESS: 	RETURN THIS PROPOSAL TO: DEP-Engineering and Construction Bureau of Coastal Engineering ADDRESS: 1510 Hooper Ave. Suite 140 Toms River, NJ 08753 FAX No.: (732) 255-0774	DELIVER GOODS/SERVICES TO: Dept. of Environmental Protection Bureau of Coastal Engineering 1510 Hooper Ave, Suite 140 Toms River, NJ 08
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NOTE: THIS PROPOSAL MUST BE RETURNED BEFORE THE CLOSE OF BUSINESS ON THE FOLLOWING DATE: <p style="text-align: center;">October 6, 2014 - 4:00 P.M. Local Time</p>	AGENCY PERSON TO CONTACT: Jenna Scott (732) 255-0758 Glenn Golden: (732) 255-0762 FAX NO.: (732) 255-0774
---	---

FISCAL YEAR	ACCOUNT NUMBER	AGENCY REF. NO.	COMMODITY CODE NO.
YEAR 2014	100-043-4895-V67B-30780000	4895	925-86-000000

IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alterations to unit and/or total prices must be initiated by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered. Faxed proposals are acceptable and will be subject to the **TERMS AND CONDITIONS CONTAINED HEREIN.**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT
			See Attached Request for Proposal		
1	10	EACH	Private Parcel Survey Plots and Metes & Bounds		
2	3	EACH	Public Access Plots and Metes & Bounds		
You may either FAX to the number listed above, or mail proposal through the mail.					

• PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____	• TOTAL:\$ _____
--	-------------------------

CASH DISCOUNT NA	DATE OF DELIVERY	VENDOR'S FEDERAL I.D. NUMBER	VENDOR'S TELEPHONE NO.
			FAX NO.:

VENDOR'S SIGNATURE (Must Be Signed): 	PRINT OR TYPE NAME BELOW: _____	DATE: _____
--	------------------------------------	----------------

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 9/22/14

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"/> |
| <p>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.</p> | | |
| 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 _____
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="Delete Entry"/>	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____

Partner Name: _____ **Ownership Interest** _____ %

Business Address: _____

City _____ **State** _____ **Zip Code** _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

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/offerors 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 YOUR 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_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. 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 AWARDED 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

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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 combines 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' Using Agency or designated purchaser.

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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 response 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.