

# Passaic Valley Sewerage Commission



*"Protecting Public Health and the Environment"*

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR PROFESSIONAL SERVICES FOR  
PASSAIC VALLEY SEWERAGE COMMISSION  
DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION  
FOR A STANDBY POWER PLANT**

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**Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105**

MARCH 2016

**REQUEST, SOLICITATION AND INVITATION  
FOR QUALIFICATIONS AND PROPOSALS FOR**

**DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION  
FOR A STANDBY POWER PLANT**

Notice is hereby given that the Passaic Valley Sewerage Commission (“PVSC”), County of Essex, State of New Jersey, will accept sealed qualifications and proposals for professional services, not subject to public bidding pursuant to N.J.S.A. 40A:11-5, will be received by the Passaic Valley Sewerage Commission (“PVSC”), County of Essex and State of New Jersey for consideration of **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT.**

All respondents must strictly comply with the submission requirements set forth herein.

The original and five copies of the proposal must be received at PVSC’s Main Training Center, 600 Wilson Avenue, Newark, New Jersey 07105 (“the Warehouse Building”) on or before May 19th, 2016 at 11:00 o’clock a.m. All proposals must be submitted in the form required per Section XI and Sections XIV through XVI hereof and as otherwise required herein. No late submissions will be accepted. All properly submitted proposals will be opened on May 19th 2016 at 11:00 o’clock a.m. in the PVSC training room at the Warehouse building. At that time and place, the sealed proposals will be publicly opened, announced and recorded for the following services:

**DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION  
FOR A STANDBY POWER PLANT**

## **GLOSSARY**

The following definitions shall apply to and are used in this Request for Qualifications and Proposals:

"Qualified Respondent" - refers to a Respondent who (in the sole judgment of PVSC) has satisfied the qualification criteria set forth in this RFQ/RFP.

"RFQ/RFP" - refers to this Request for Qualifications and Proposals, including any amendments thereof or supplements thereto.

"Selected Respondent" or "Engineer" – refers to the Qualified Respondent selected by PVSC for the award of a contract to perform the Services.

"Services" - refers to the services to be provided by the Selected Respondent for the DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION OF A STANDBY POWER PLANT in accordance with the provisions of this RFQ/RFP and the contract to be prepared by PVSC.

## I. INTENT

PVSC intends to receive a response to the Request for Qualifications and Proposals for **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT**. Sealed proposals will be received and opened at the times, dates and place set forth in the notice attached at Page 2 hereof.

The General Qualification Criteria articulated herein at *Section IV* for the selection of **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT** have been specifically approved by PVSC. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

The successful proposal shall become a part of the signed contract upon award and execution of said contract. There will be no award for **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT** until PVSC issues formal, written approval for the same.

**Per N.J.S.A. 58:14-1 et seq.**, PVSC shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted as well as the sole judge of the benefits to PVSC represented by the submissions pursuant to this Request, Solicitation and Invitation for Proposal. The basis of the award is the proposal PVSC deems to be most advantageous to PVSC.

Copies of this RFQ/RFP and associated reference documents identified in Attachment K of this document may be obtained from the following PVSC representative:

Thomas Fuscaldo, PVSC Purchasing Agent  
600 Wilson Avenue  
Newark, NJ 07105  
Phone: (973) 817-5702  
Email: [tfuscaldo@pvsc.nj.gov](mailto:tfuscaldo@pvsc.nj.gov)

## II. INSURANCE

This Request, Solicitation and Invitation for Proposal is for the appointment of a professional with PVSC or a position for which there is a bidding exemption under the New Jersey Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* Each respondent should have the following insurance coverage at a minimum:

1. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000 / \$500,000 / \$500,000 and Employers Liability Coverage in the amount of \$1,000,000.
2. Comprehensive General Liability and Bodily Injury Insurance including death \$1,000,000 each occurrence. Combined Single Limit of \$1,000,000 for

each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.

3. Comprehensive Automobile Liability, Bodily Injury, Property Damage Insurance \$1,000,000 each occurrence. Combined Single Limit \$1,000,000 each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.
4. Professional Liability Insurance for \$5,000,000 per claim and annual aggregate.

Attached hereto as *Attachment A* is the Certification of Insurance. The Certification must be executed and documents attached thereto by the respondent to the extent that the respondent believes that the attachment of such documents provides proof of insurance for appropriate purposes. Declaration pages shall be attached showing current coverages. During the term of the contract, it shall be the responsibility of the respondent/professional to provide PVSC with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required insurance coverage in the form of a certificate or certificates of insurance is a continuing condition precedent to service by the professional that receives the appointment.

### III. NEW JERSEY STATE LAW REQUIREMENTS

#### A. Public Law 2005, Chapter 51, formerly EXECUTIVE ORDER No. 134 (2004)

1. Requirements. In order to safeguard the integrity of New Jersey State Government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, by Public Law 2005, C.51 (hereinafter, "Chapter 51") requires the submission of the Certification and Disclosure Form in *Attachment D* and the Statement of Ownership in *Attachment E*. The terms and conditions set forth in this Section are material terms of an Agreement with PVSC.

2. Definitions. For the purpose of this Section, the following definitions shall be in force:

a) Contribution – means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws for all contracts awarded in excess of \$17,500.00 after October 15, 2004.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized

under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. Section 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

Pursuant to Chapter 51, all business entities which have been awarded a State contract after October 15, 2004, in an amount in excess of \$17,500, have a continuing obligation to disclose all contributions made during the term of such contract.

Such disclosures are to be submitted to PVSC using the standard certification and disclosure form, which may, be downloaded from the Division of Purchase and Property's website.

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) including whether all "principals" of the respondent have submitted the necessary forms should be directed to the Department of the Treasury, Division of Purchase and Property, <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

## **B. NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor S-corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appear to the Tax Court from an protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c 184 (N.J.S.A. 52:32-32) shall be stayed.

#### **IV. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY**

##### **1) GENERAL QUALIFICATION CRITERIA**

Selection of the Respondent will be made on a competitive basis that places great weight on qualifications and experience as well as the man-day estimate and cost proposal for the services. The professional evaluation and selection will be a two stage process as follows:

Step 1 – The Qualifications Evaluation which is based on a maximum score of 100 points.

Step 2 – The Cost Evaluation (includes review of Cost Proposal) will have a maximum score of 20 points.

**Only Respondents scoring 70 points or higher on the Qualifications Evaluation shall be considered for Step 2. Cost Proposals for Respondents scoring less than 70 points shall not be reviewed.**

**The Respondent scoring the highest total number of points for both Steps 1 & 2 shall be the Selected Respondent.**

The Qualifications Evaluation which is based on a maximum score of 100 points. Resumes of the project team members shall be limited to 2 pages each, and the total proposal length shall not exceed 50 pages, exclusive of required forms and resumes.

The Respondents shall be scored based on the following criteria:

##### **2) QUALIFICATIONS EVALUATION (100 POINTS MAXIMUM)**

The proposal shall be evaluated by the PVSC Evaluation Committee, which may conduct interviews with the Respondents.

###### **(a) TECHNICAL COMPETENCE (40 Points Maximum)**

- (i) The background, professional qualifications, education and training of the Respondent and its staff to fully understand and deal with the requirements of the project.**

- (ii) The Respondent's qualifications specifically pertaining to the scope of work outlined in this RFQ/RFP.
- (iii) The Respondent's execution of the requirements and procedures as set forth with the RFQ/RFP.
- (iv) Geographical location of the Respondent's offices and key personnel.

(b) **EXPERIENCE** (30 Points Maximum)

- (i) The Respondent's familiarity with the work, requirements, and procedures of PVSC, including if applicable, PVSC's prior experiences with the Respondent.
- (ii) The Respondent's prior experience with Public Entities and/or Governmental Agencies.
- (iii) The ability of the Respondent to demonstrate its experience (and the experience of its staff) with the design of power generation facilities with a minimum capacity of 5 MW. The Respondent shall have, at a minimum, 10 years of prior experience with the design of power generation facilities. This experience shall include the design of not less than 3 facilities with a capacity of 5 MW or greater, using either reciprocating engine or combustion turbine technology. Not less than one of these facilities shall be using combustion turbine technology as a simple cycle or Combined Heat and Power (CHP) with a rated capacity of 10 MW or larger, implemented in the last 5 years.
- (iv) The Respondent must demonstrate a verifiable history of successful projects, similar in size and scope to that proposed. No less than 3 references, with current contact information, shall be provided for relevant projects that have been completed within the last 10 years. Should PVSC be unable to contact the references provided, scoring for the Experience criteria may be impacted.

(c) **PROJECT APPROACH/SCHEDULE** (30 Points Maximum)

- (i) The Respondent's proposed technical approach to meet the requirements and objectives of the RFQ/RFP.
- (ii) The Respondent's proposed schedules, drawing list, & outline specifications
- (iii) The Respondent's summary of Total Manday Estimate.(Attachment G)

3) **COST EVALUATION (STEP 2)** (20 Points total)

PVSC will perform a Cost Evaluation which will be based on the Compensation Proposal (Summary of Total Project Cost, Attachment "H", as well as the Man-Day Estimate of the hours to be expended on each task (Attachment "G"))

**Compensation Proposals shall only be reviewed for the Respondents scoring 70 points or higher on the Qualification Evaluation as listed herein.**



- (i) The Compensation Proposal shall be submitted in a sealed envelope separate from the Statement of Qualifications & Proposal and identified on the front cover as: "Compensation Proposal". The Compensation Proposal shall be in the format shown in Attachment "H", Summary of Total Project Cost.

Scheduled interviews with respondents may be required by the PVSC. Interviews may or may not become part of the overall criteria for evaluation.

The Respondents are encouraged to utilize WBE/MBE owned firms in the execution of the work. However, such participation is not mandatory.

**Note: A Pre-proposal meeting will be held between 2.00 and 3.30 pm on Wednesday April 20<sup>th</sup>, 2016 in the OEM Building Main Conference room. All prospective Respondents are encouraged to attend.**

## V. BACKGROUND

Passaic Valley Sewerage Commission owns and operates a 330 MGD secondary wastewater treatment facility located in Newark, New Jersey. In the early 1980's, PVSC underwent a major expansion at which time most of the facilities process treatment equipment was installed and placed in service.

In the wake of Superstorm Sandy, many of PVSC's facilities suffered extensive damage due to flood waters that submerged much of the plant. This flooding was due in part to loss of electrical power at the treatment plant. As a result, PVSC has chosen to design and install a standby power generation system, that is capable of providing sufficient power for all treatment plant needs in the event of a similar event. Power provided by the new generation facilities will tie into Substation No. 1 which is in the process of being modified by PSE&G, and distributed throughout the plant by the existing power distribution system. The successful respondent will be expected to coordinate his design efforts with PSE&G. The cost for this effort is to be included in the respondent's proposed price for the work.

Due to the extensive work being performed as a result of Sandy, the PVSC has engaged a program manager to assist in implementing many of the projects, including this one. The Engineer selected for this project, will be expected to coordinate all facets of his work with the Program Manager, who will have oversight responsibility for all work performed on this contract.

## VI. SCOPE OF WORK

### 1.0 General

The scope of this RFQ/RFP is to select a qualified consulting firm to provide the necessary DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION OF A STANDBY POWER PLANT.

The Respondent shall supply and include in its costs all personnel, sub-consultants and all services to complete the work in accordance with the Scope of Services. All notes, calculations, studies, and computer documents generated for this project shall be the property of PVSC and turned over to PVSC at the conclusion of the project. The Respondent is to include time on site to conduct any necessary investigations or interviews and meet with PVSC as outline in the Scope of Services or as required. The Respondent shall provide PVSC with monthly progress reports and conduct progress meetings as outlined.

The design shall be based on the conceptual design as presented in the conceptual design included as part of APPENDIX A (Attachment “K”). Respondents shall note that certain concepts that are included in the concept design report are not subject to change. These concepts include, but are not necessarily limited to the following

1. Capacity of power generation facility
2. Make, model and number of power generation equipment
3. Size and location of building
4. Other items so noted in the concept design report

The intent of this project is to provide a detailed design for the facility, suitable for competitive bidding, that meets the intent of the concept design.

The scope generally includes the tasks as outlined below.

See APPENDIX A (Attachment K) for list reference documents provided on CD ROM disc.

### **Task 1 – Review and Compilation of Data**

#### **Subtask 1.1 - Investigation**

A thorough field investigation, review and assessment shall be made to verify and confirm documentation supplied by PVSC. In addition to the documents listed in Attachment K, PVSC shall supply the Engineer access to the various documents which shall be field verified, including but not limited to:

1. Plans and specifications for prior construction contracts.
2. Shop drawing records.
3. Operation and Maintenance records.
4. Boring data.
5. Other relevant documents.

Information supplied by PVSC is provided for the Consultant's convenience. This information is believed to be correct but may not be relied on without the consultant's independent verification.

In addition to the above, the conceptual design report, provided with this RFP, shall be reviewed by the Respondent in detail. The Respondent will need to review the conceptual design report prepared by AECOM + HDR, a Joint Venture (the JV), identify additional scope items that it believes are necessary, prepare a supplemental report of the additional items, and submit the supplemental report for PVSC review. In the event that no additional items are considered necessary, the Respondent shall issue a certification to the PVSC to that effect. Work on the design of the facility shall not proceed until PVSC has accepted any changes that are proposed by the Respondent and the Respondent has accepted the final design basis for the project.

## **Task 2 - Project Work Plan, Schedule & Reporting**

### **Subtask 2.1 Project Work Plan**

The Engineer shall develop a project work plan for the work, including a schedule and proposed reporting for the project. The work plan shall comply with the requirements of the Program Management Plan, the Program Procedures Manual, and the PVSC Safety Manual which will be provided to the Engineer. The work plan shall also include sections related to quality.

## **Task 3 – Design Services**

It is the intent of PVSC to issue separate bidding documents for pre-purchase of the power generation equipment. In developing his proposal, the Engineer shall assume that it will prepare contract documents for the pre-purchase of the turbines. An additional contract will be required for construction of all necessary facilities, including the installation of the pre-purchased turbines.

It is also anticipated that PVSC will prequalify construction contractors for this project. As a result, bidding of the project will be to a limited list of bidders. The prequalification process will be designed and managed by the Respondent who shall include the costs for this activity within his Task 3 budget.

In developing his proposal, the Engineer's attention is specifically directed to the fact that pile supported sedimentation basins previously occupied the area planned for the power plant. While these basins are no longer visible, much of these former basins remain, including the pile supported foundations. Information regarding these basins is available and will be provided to the Engineer. The designer shall have no claim for additional compensation due to the presence of these foundations, and will need to address the handling of these basins in his contract documents.

### Subtask 3.1 - Design

The scope of work at a minimum shall cover the following tasks. The respondent shall include, in its proposal, all the necessary engineering disciplines and/or specialties as necessary.

#### Subtask 3.1.1 General Design Requirements

3.1.1.1 Prepare the engineer's opinion of probable construction cost estimate and time schedule. These shall be submitted at the 30% completion submittal and updated with the 60%, 90% and 100% submittals

3.1.1.2 Prepare design documents, consisting of construction drawings (22"x34" in size) and specifications.

- a. Specifications shall include:
  - i. Title sheet, indicating project title, date, Commissioners names, contract number, and submission level.
  - ii. Separate CSI formatted Sections.
  - iii. PVSC standard format front end to be modified for this project along with the latest edition of the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC) with supplementary conditions as required. Documents shall be modified to include NJEIT funding requirements.
  - iv. The use of "canned" specifications shall not be permitted. PVSC expects that the specifications will be tailored to the work required under the Contract. Standard specifications may be used as a starting point, edited, and typed. However, specifications shall permit free and open competitive bidding.
  - v. The Engineer shall edit the text of the specifications and all notes on drawings so that they are internally consistent. The drawings shall not be used to repeat portions of the specifications. Generally, the specifications shall set forth what is to be done and the standards applicable thereto, while the drawings are to show designs, arrangements and dimensions.
  - vi. Development of preliminary Mechanical Equipment List (MEL) that is to be included with the Bid Specifications.
- b. Design and Construction Drawings shall include plans, profiles, sections, details, and schedules of suitable scales and clarity to fully depict the intended installation and construction
  - i. Title sheet and index - sheet indicating proposed drawing list, project title, date, Commissioners names, contract number, location maps, and submission level.
  - ii. Site Plans showing graphic illustrations of items such as:

- Staging areas
  - Plant access
  - Plant layout with work areas identified
  - Above-ground structures referred to benchmarks or property lines.
  - Below-ground structures and utilities including runs to and from buildings, feeders, connections at existing manholes, and site equipment. In addition, excavation and backfill with details of limit lines.
  - Electrical conduit and fiber optic routing/trenching
  - Existing and proposed landscaping showing trees, shrubbery and lawn areas.
  - Temporary structures, utilities, etc.
  - Lighting, Roads, etc
  - Boring Data
  - North Arrows, datum points, & Graphic Scale
- iii. Demolition plans indicating:
- Relationship to remaining structures and protection of existing structures
  - Temporary work to be done
  - Equipment, conduit, structures, etc. to be removed or relocated
- iv. Phasing Plans showing:
- Sequence of construction activities (temporary and permanent). Indicate intent of methods to maintain continued operation in the facility as applicable to the type of project.
  - Relocation of the PVSC activities during each phase.
  - Any temporary utilities or connections
  - Development of Maintenance of Plant Operations (MOPO)
- v. Architectural, Structural, Mechanical, Electrical, Instrumentation, and Specialty plans to scale showing:
- Spaces labeled for function with dimensions or areas.
  - Location of doors, louvers, areaways, etc.
  - Dimensional column grid lines
  - General location of equipment to scale such as Turbines & accessories, breeching, piping, pumps, controls, Electrical, cable & conduits, Instrumentation (SCADA), concrete pads, HVAC, specialty systems and other systems/equipment as required with points of interconnection with existing systems.
  - Intent of interconnections with existing systems. Including the interface with and/ or extension/ modification of existing systems, including piling systems.
- vi. Elevations/ Sections to scale showing:

- Proportions of construction
  - Relationship of new construction to existing and remaining equipment/structures.
  - Control panel layouts noting basic dimensions, elevations, and materials.
- vii. Details sheets showing;
- Symbols, abbreviations and legends
  - Equipment schedules
  - System diagrams/ schematics
  - Facility Signage
  - Pipe supports
  - Control schemes/diagrams, narratives, and sequential logic
  - Reinforcing bar details, form work, etc.
  - Mechanical details
  - One line & elementary wiring diagrams for each type of electrical system
  - Conduit and cable schedules
  - P&IDs
  - Other details and specialty work including details of fabrication, assembly, installation, control, operation and maintenance.
- c. The Respondent shall utilize the most current 3-D Modeling methods to accurately document the proposed layout of the facility and help identify and resolve any potential utility interferences prior to completion of design. The Respondent shall prepare the model for use during the bidding of the construction contract, as a visual representation of the final constructed facility.

### Subtask 3.1.2. Detailed Submission Requirements

3.1.2.1 Plans and Specifications (along with refined cost estimates and scheduling) shall be developed and submitted at the 30%, 60%, 90%, and 100% design. Formal reviews will be conducted at the 30%, 60%, and 90% points. The 100% documents are intended to reflect only those corrections that were identified as necessary during the 90% review. The 100% documents should be considered bid-ready. PVSC and its program manager shall review each submittal prior to public bidding. Each submittal shall be provided with ten (10) copies of the specifications, five (5) copies of the full size drawings, and ten (10) copies of the reduced size (11"x17") drawings. Ten discs with digital copies of the plans and specifications shall also be provided.

Separate submittals will be required for the construction/installation contract and the equipment pre-purchase contract. The equipment pre-purchase contract shall require submittal of sufficient information from the bidders to allow for evaluation of the bids received, and shall provide sufficient details to the bidders regarding the installation details to ensure that the appropriate options are included in the bid. This type of contract generally will require a similar "front-end" specification, when compared to a

more traditional set of design documents. The pre-purchase documents will be issued so that equipment delivery will occur at the approximate time that the installation is planned. The Respondent should plan this accordingly.

The 30% design submittal shall be accompanied by a Preliminary Engineering Report (PER). The PER shall be suitable for submission with project permit applications, and shall support the selection of all equipment that will be incorporated into the design. As a minimum, this submittal shall include:

- (a) Site Plan
- (b) Process and Instrumentation Diagrams (P&ID)
- (c) Schematic Diagrams
- (d) Electrical Distribution
- (e) SCADA
- (f) Piping Diagrams
- (g) Riser Diagrams
- (h) General Arrangement Drawings
- (i) Control Philosophy
- (j) Catalog data of proposed new equipment
- (k) Preliminary construction schedule
- (l) Preliminary Opinion of Probable Construction Cost
- (m) Preliminary list of permits

The report and design shall be sufficiently detailed so that PVSC can make appropriate decisions regarding design direction and “lock in” the project design. A listing of required specification sections shall be part of the PER.

The 60% design submittal shall include design drawings from every discipline. Preliminary specifications shall also be included. Sufficient detail shall be included with the submittal to allow for a thorough analysis of all structural, site, architectural, instrumentation, control, mechanical, HVAC, odor control, plumbing and electrical systems design. Documentation shall also be included that demonstrates that all comments provided on the 30% submittal have been incorporated into the project design. An updated list of permits shall be included as part of the 60% submittal, along with an updated Opinion of Probable Construction Cost.

The 90% submittal shall address comments provided as part of the 60% review. This submittal will constitute a full and complete set of design documents, suitable for bidding and construction. The intent of this submittal is for PVSC and NJDEP final review. The submittal shall also include the following:

- (a) Detailed Opinion of Probable Construction Cost (revised)
- (b) Construction schedule that indicates critical path activities
- (c) Complete front end documents, special provisions and technical specifications
- (d) Documentation that the 60% comments have been addressed

- (e) Documentation that all QA/QC procedures have been followed.
- (f) Completed permit applications and submittals. The respondent will be responsible for making applications to the regulatory agencies and obtaining regulatory approval. Fees for permit applications and permits will be the responsibility of PVSC.

Drawings shall be prepared in the most recent version of AutoCAD. Upon completion of the design, The Engineer shall deliver to PVSC complete AutoCAD drawing (DWG) files on disk, conformed to include all addenda issued during the bid period.

**As part of the Respondent's proposal, he shall include and anticipated List of Drawings as well as a Table of Contents for the Specifications for the project.**

#### Subtask 3.2 - Meetings

The respondent shall include, in its proposal, time for attendees from all the necessary engineering disciplines and/or specialties as necessary.

1. Attend a kickoff meeting to review the work scope, work plan and schedule with PVSC.
2. Attend monthly design meetings for the duration of the project, to review findings, options, costs & recommendations for the proposed work as well as brief PVSC on the status of the design effort.
3. Attend meetings to review the 30%, 60%, and 90% design documents.
4. Attend Program/Project Management training workshops, to train and brief the Respondent on the procedures establish as part of the Program Management Plan and the PMWeb Program Management Information System.
5. Additional workshops that the designer feels may be necessary to obtain input/decisions on project components from PVSC.

#### Subtask 3.3 – Value Engineering

1. Attend Value Engineering workshops, in addition to meetings specified in Subtask 3.2, to present the project to the V.E. team, and to receive the team's suggestions. Prepare response document to the V.E. team suggestions. Respond to inquiries by the VE team for additional information during the course of the VE review. The VE review will be conducted shortly after the 30% design review has been completed and accepted, and will be performed by a team under separate contract with PVSC.

#### Subtask 3.4 - Permitting

The Engineer shall make the necessary applications to the regulatory agencies to obtain the necessary permits to construct the project. This will include the necessary modification to the PVSC's existing Title V Air permit, which may require air dispersion modeling. Costs included in this design task will be all costs necessary to make



complete applications to the regulatory agencies. The cost for performing air dispersion modeling will be included as an allowance item in Task 7. All costs for preparing scopes of work for the modeling, as well as evaluation of modeling results will be included in Task 3

#### Subtask 3.5 – Bidding Assistance

1. Upon acceptance of the final design documents, the Engineer shall assist PVSC in soliciting of Bids, including, but not limited to:
  - a. Advertise, dispense bid documents, maintain records of prospective bidders to whom documents had been issued and received, and process the Contractors deposits or charges for bidding documents.
  - b. Provide twenty-five (25) set of construction documents for distribution to prospective bidders. The Engineer shall respond to all prospective bidders' questions during the bid phase, and prepare addenda for revisions to the technical specifications and/or drawings, if necessary. The Engineer shall maintain the plan holders list.
  - c. Hold pre-bid meeting, prepare responses to bidders request for information, and issue addenda to clarify, correct, or change bidding documents.
  - d. Attend bid opening, prepare bid tabulation sheets, receive bid bonds, review and evaluate all bids for completeness, and prepare a bid report with a recommendation to PVSC for the award of the work.
  - e. The Respondent shall assist PVSC in preparation of Agreements between PVSC and contractors. Attend meetings as necessary to award the contracts.
  - f. Conform all contract documents to include: highlighted/ballooned addenda, executed agreement, performance bonds, payment bonds, environmental maintenance bonds, certificates of insurance, etc. and issue ten (10) sets of conformed documents of which two (2) sets will be distributed to PVSC, two (2) sets to the program manager, and six (6) sets will be distributed to the Contractor as "Issued For Construction" documents. In addition six (6) ½ size sets of conformed contract drawings will be provided.

#### **Task 4 - Design Services During Construction (DSDC)**

Upon award of the construction contract by PVSC to a contractor, the construction phase will commence.

The scope of work at a minimum shall cover the following tasks. The respondent shall include, in its proposal, all the necessary engineering disciplines and/or specialties as necessary.

#### Subtask 4.1 - Issue Notice to Proceed

The Engineer shall send three (3) copies of the contract to the Contractor for execution, and request that the Contractor provide all required bonds and insurance documents. Upon receipt of the executed contract documents, the Engineer shall forward the contract to PVSC for final execution. The Engineer shall review the bonds and insurance documents for contract compliance. Once the contracts are fully executed, and bonds and insurance documents are acceptable, the Engineer, with the PVSC's approval, shall issue the notice to proceed to the Contractor, which shall establish the start date of the construction contract.

#### Subtask 4.2 - Construction Liaison and Administration

The Engineer shall provide construction liaison services to assist the PVSC in expediting completion of the Contract (the "Work").

The Engineer shall act as the PVSC's representative; all the PVSC's instructions to the Contractor shall be issued by the Engineer. The Engineer shall have the responsibility and authority to act on behalf of the PVSC to the extent stated in the general conditions of the contract documents.

The Engineer shall render formal written decisions on all claims of PVSC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and impartial.

#### Subtask 4.3 - Pre-Construction Meeting, Construction Site Visits and Progress Meetings

Prior to commencement of work at the site, the Engineer shall set-up a pre-construction conference with PVSC, the Contractor, the Program Manager, funding agencies, and other governmental and/or utility agencies, as appropriate (i.e. town engineers, county engineers, local police and/or fire departments, water and sewer, etc.).

The Engineer shall provide the design related services throughout the active construction period for general review of the progress and quality of the construction work. The Engineer/Resident Project Representative (RPR) shall conduct formal monthly job meetings with the Contractor, PVSC, Program Manager and Resident Project Representative until the construction is completed. The Engineer/RPR shall produce minutes for all formal meetings. If warranted by project progress, these meetings may be held less frequently, but as a minimum, progress meetings shall be held monthly. Less formal meetings may be held on a weekly basis between the contractor and Resident Project Representative. Those meetings do not require the attendance of the Engineer.

The Engineer shall conduct visits to the site at intervals with sufficient frequency to familiarize itself to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are intended to familiarize itself with the progress and quality of the work. The Engineer shall, as assisted by the Resident Project

Representative, exercise care and diligence in discovering and reporting to PVSC in writing the results of its visits, including defects and deficiencies in the construction work and shall recommend to the Program Manager and PVSC the appropriate course(s) of action. Based on information obtained during such visits and such observations, the Engineer will determine if the Contractor's work is proceeding in accordance with the contract documents, and Engineer shall keep the Program Manager and PVSC informed of the progress of the work. The Engineer shall promptly disapprove or reject work which does not comply with approved Shop Drawings or other submittals and the intent of the Contract Documents.

#### Subtask 4.4 - Baselines and Benchmarks

The Engineer shall, as appropriate, establish baselines and benchmarks for locating the work which are necessary to enable the Contractor to proceed, should the information provided not be sufficient for that purpose. Current survey information is identified in Attachment K.

#### Subtask 4.5 - Approval of Manufacturers/vendors

The Engineer shall evaluate all proposed manufacturers/vendors prior to submission of shop drawings. The Engineer shall attend meetings with the Contractor, manufacturer(s) and/or vendor(s) as required.

#### Subtask 4.6 - Review of Shop Drawings

Within (21) calendar days after receipt and /or in accordance with all project schedule and construction contract requirements, the Engineer shall review, certify, approve, reject or take other appropriate action with respect to Shop Drawings, Samples, Submittals and other data for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. The Engineer shall not approve any submittals unless such submittals conform to the Contract Document intent. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

The submission and review will be done via the PMWeb workflow process.

#### Subtask 4.7 - Evaluation of Contractor Initiated Substitutions

The Contractor may propose an item that is materially different than what is required in the Contract Documents. The Engineer shall evaluate contractor initiated substitutions. The evaluation will consider compliance with design objectives and technical feasibility. If the substitution is considered acceptable, the Engineer shall prepare a cost estimate of the credit due to the PVSC. All substitution requests should be responded to within (30) days from the date of receipt by the Engineer.

#### Subtask 4.8 - Testing

Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. The Engineer shall take appropriate action on tests results, including acceptance, rejection requiring additional testing or corrective work, or such other action the Engineer deems appropriate. The Engineer shall promptly reject work which does not conform to and comply with the testing requirements.

#### Subtask 4.8.1 - Defective Work

Advise PVSC and the Program Manager and issue determinations to the Contractor that Contractor's work is disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.

#### Subtask 4.8.2 – Title V Testing

The Engineer shall be responsible for assisting the PVSC in obtaining Title V operating approvals. This assistance may include, but not be limited to, performing stack tests and/or audits of emissions compliance monitoring equipment.

#### Subtask 4.9 - Request for Clarifications and Interpretations; Field Orders

The Engineer shall act as the initial interpreter of the requirements of the contract for construction, and as the PVSC's advisor on claims. The Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of, and reasonably inferable from, the Contract Documents. Engineer may issue field orders authorizing minor variations from the requirements of the Contract Documents.

The Engineer shall evaluate and respond to the Request for Information (RFI) and Request for Clarification (RFC) within 14 calendar days unless it is a particular complex issue requiring additional examination. The Respondent is to include sufficient funds in his Proposal to pay the Design Engineer for assistance in responding to RFI/RFC's. The proposal is to assume that twenty (20) RFI/RFC's will be required.

The submission and review of all RFI/RFC's will be done via the PMWeb workflow process.

#### Subtask 4.10 - Preparation of Design Related Change Orders

The Engineer shall promptly consult with and advise the Program Manager & PVSC concerning, and shall administer and manage, all change order requests and change orders. Recommend Change Orders and Work Change Directives to PVSC, as appropriate, and prepare Change Orders and Work Change Directives as required. Preparation also includes revisions to Drawings, Specifications, Materials and Equipment. A change order package should be prepared within 30 days from date of recognition of needed change to issuance. The proposal is to assume that ten (10) Change Orders will be required.

The creation and commitment of change orders will be done via the PMWeb workflow process.

#### Subtask 4.11 - Contractor Payments

The Engineer shall review Applications for Payment and accompanying supporting documentation as prepared by the Resident Project Representative. The Engineer shall verify that the amounts that Resident Project Representative recommends Contractor be paid are accurate and appropriate. Based upon the Engineer's review, the Engineer shall provide a recommendation of payment which shall be in writing and will constitute Engineer's representation to the Program Manager and PVSC, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work.

Contractor payment requests and approvals will be done via the PMWeb workflow process.

#### Subtask 4.12 - Start-Up Services

1. The Engineer shall coordinate with the Contractor and Resident Project Representative on setting up the training sessions with the PVSC staff, which will provide the operator hands on instruction in the proper operation, maintenance, troubleshooting of the supplied equipment or system.
2. The Engineer shall prepare a comprehensive Facility Start-Up Plan including a step-by-step description of how the equipment, system or processes, and entire facility will be commissioned. The Engineer shall coordinate the review and approval of this plan with the Engineer of Record, Program Manager, PVSC and Resident Project Representative.

3. The Engineer shall develop an Operation and Maintenance (O&M) Manual in compliance with the requirements of N.J.A.C. 7:14A-6.12. O&M Manual shall be provided in electronic format.

#### Subtask 4.13 - Post Construction Assistance

1. Provide assistance in connection with the testing and adjusting of project equipment or systems.
2. Assist PVSC in training PVSC's staff to operate and maintain project, equipment, and systems.
3. Assist PVSC in developing procedures for control of the operation and maintenance of, and record keeping for project equipment and systems.
4. Together with PVSC and the program manager, visit the project to observe any apparent defects in the work, assist PVSC in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
5. In company with PVSC or PVSC's representative, provide an inspection of the project within one (1) month before the end of the correction period to ascertain whether any portion of the work is subject to correction.
6. The Post Construction services may commence during the Construction Phase and will terminate at the end of the correction period.

#### Subtask 4.13.1 - Substantial Completion

Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, the Engineer shall coordinate with the PVSC, the Program Manager, Resident Project Representative and the Contractor a date for the Substantial Completion Inspection. In the company with PVSC, the Program Manager, Resident Project Representative and the Contractor, conduct an inspection to determine if the work is substantially complete. At the substantial completion inspection, the Engineer shall inspect the work, add to the Contractor's list any other items to be completed or corrected; and, determine, in consultation with the PVSC, the Program Manager, and Resident Project Representative whether the work is substantially complete. If the work is not substantially complete, the process shall be repeated until the work is substantially complete. When the PVSC, the Program Manager, Resident Project Representative, Contractor and the Engineer agree that the work is substantially complete, they shall each sign the Declaration of Substantial Completion. The Engineer shall assist the PVSC and Resident Project Representative in creating a single punch list of work to be completed prior to final inspections. The Engineer shall participate in final inspections to ensure punch list items are complete.

#### Subtask 4.13.2 - Record Drawings

Prepare and furnish the PVSC with Record Drawings showing appropriate record information based on project annotated record documents received from the Contractor. The Engineer shall prepare record documents to include all changes to the contract documents in a format described herein.

#### Subtask 4.13.3 - Contract Closeout Assistance

The Engineer shall provide any necessary assistance to the PVSC and the Resident Project Representative in closing out the construction contract. Upon declaration of substantial completion, the Engineer shall assist in ensuring all contract documents, including but not limited to supporting documentation, change orders, submittals, as-built drawings, maintenance and operating instructions & manuals, schedules, and guarantees are on file. The Engineer shall ensure that all required documents are transmitted to PVSC.

#### Subtask 4.13.4 - Final Notice of Acceptability of the Work

Conduct a final inspection to determine if the completed work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

### **Task 5 – Resident Project Representative (RPR)**

#### Subtask 5.1 - Full time Observation

Provide the services of a full-time Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of the Contractor's work. The RPR shall have a minimum of ten (10) years of construction experience involving projects of similar scope and magnitude. The RPR shall also have knowledge and actual experience in the specific type of work or similar type of construction based on the Contract Documents.

The RPR is the Engineer's agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the PVSC Contractor's work in progress shall be in general with Engineer and Contractor, keeping PVSC and the Program manager advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the PVSC through the Program Manager with the knowledge and under the direction of Engineer.

- A resident project representative provided by the Respondent and located on the construction site will be responsible for the day-to-day observation and monitoring of construction activity. The field representative will also be responsible for observing whether the contractor's work is substantially in conformance with the plans and specifications. The RPR will be responsible for on-site coordination

between PVSC employees and the Firm's design team. For budgetary fees, the Respondent shall assume one (1) RPR to oversee the construction of the Power Plant over a 24 month construction contract. The Respondent shall also assume 1 part time administrative assistant. Part time services will be provided at 20 hours per week for the 24 month construction contract.

- The Respondent shall endeavor to provide protection against defects and deficiencies in the work.
- In the course of day to day work activities, the Resident Project Representative will:
  - Serve as the liaison on a day to day basis with the contractor concerning the contractor's performance under the Contract Documents;
  - Observe and approve or reject construction materials and equipment entering the project site based on compliance with the contract documents and approved shop drawings. Where appropriate, the Resident Project Representative shall retain and work with an independent testing laboratory to conduct tests on materials and equipment;
  - Report to PVSC, the Program Manager, and Respondent's Design Team whenever it is believed that work is unsatisfactory, faulty, damaged, does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approvals required to be made; and advise PVSC and the Program Manager when it is believed work should be corrected, rejected, uncovered for observation, or require special tests or inspection;
  - Accompany PVSC representatives, and visiting inspectors representing other agencies having jurisdiction over the project, record and report the outcome of these inspections, and log date, time, name, address and telephone number of all permitted visitors to the site; and
  - Observe, record and report the results of test procedures;
  - As appropriate and necessary, arrange for services of support staff from the RPR's home office with specialized expertise that may be needed for inspection of certain portions of the work;
  - Based on information provided by the Contractor and collected and reviewed by the RPR, will submit same to the Design Team for preparation of record drawings and will review the completed record drawings and provide comments to PVSC and the Program Manager.

In addition to the principal duties described above in the daily inspection of the work, the Resident Project Representative may also be involved with many other aspects of this



scope of work which include but are not limited to: monitoring and updating schedules, meetings and reporting, record-keeping, shop drawings and sample records, contract modifications, contractor claims, contractor payments, and direction on the correction of defective work.

The contract duration is estimated to be 730 calendar days. It may not be necessary to have full time representation on site for this entire duration. The respondent shall provide his estimate of services necessary based on this assumed contract duration. The Engineer shall track the RPR hours and provide a written report on monthly hours used, as part of his monthly report. Duties, responsibilities, and authority of the RPR are set forth below:

#### 5.2 Liaison

Serve as Engineer's liaison with the Contractor, working principally through Contractor's superintendent in assisting in the understanding of the intent of the Contract Documents.

Assist the Engineer in serving as PVSC's liaison with Contractor when Contractor's operations will affect PVSC's on-site operations.

Assist in obtaining from PVSC or the Program Manager additional details or information when required for proper execution of the work.

#### 5.3 Conferences and Meetings.

Attend meetings with Contractor, Engineer, PVSC and/or the Program Manager, such as pre-construction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate minutes thereof. The RPR shall be responsible for scheduling periodic progress meetings. In general, they should be held on a weekly basis, assuming that project progress warrants this frequency.

#### 5.4 Schedules

Review the progress schedule, schedule of shop drawing and sample submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

#### 5.5 Shop Drawings and Samples

Record the date of receipt of samples and shop drawings.

Receive samples which are furnished at the site by Contractor, and notify Engineer and Program Manager of availability of samples for examination.

Advise the Engineer, Contractor and Program Manager of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes the submittal has not been approved by Engineer.

## 5.6 Interpretation of Contract Documents

Report to the Engineer when clarifications and interpretations of the Contract Documents are needed, transmit to the Contractor clarifications, and interpretations as issued by Engineer.

Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report, with RPR's recommendations, to the Engineer. Transmit to the Contractor in writing, decisions as issued by the Engineer.

## 5.7 Inspections, Tests, and System Startups

Consult with the Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the work. Verify that start up plans are prepared by the contractor and are in accordance with any commissioning plans prepared for the project.

Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presences of appropriate PVSC personnel, and that the Contractor maintains adequate records thereof.

Observe, record and report to the Engineer appropriate details relative to the test procedures and systems startups. Make appropriate arrangements for witnessing factory testing by suitably experienced personnel from the RPR's firm. Maintain records of any factory witnessed testing that is performed.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to the Engineer.

5.7.1 Specialty Inspection Services – Provide for all specialty and third party inspection services required by the applicable building codes. This may include concrete, piles, fire protection, etc.) and other disciplines/materials

## 5.8 Review of Work and Rejection of Defective Work

Conduct on-site observations of the Contractor's work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.

Report to the Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a complete project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

## 5.9 Records

Maintain at the site, orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and deliver to the Contractor, and other project related documents.

Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, collection of field data for record plans, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.

Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

Maintain records for use in preparing project documentation.

Upon completion of the work, furnish original set of all RPR project documentation to the Engineer. All such records will be created and managed in PMWeb where applicable. All draft, interim and final record documents will be uploaded to PMWeb's document management system.

## 5.10 Reports

Furnish to the Engineer periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.

Furnish to the Engineer, Program Manager and PVSC copies of all inspection, test and system startup reports.

Report immediately to the Engineer, the occurrence of any site accidents, any Hazardous Environmental Conditions, emergencies or Acts of God endangering the work and property damaged by fire or other causes. Such reporting shall be in accordance with established PVSC Safety Manual and the Program Management Plan and Procedures.

## 5.11 Payment Requests

Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, work

completed, and materials and equipment delivered at the site but not incorporated in the work

#### 5.12 Certificates, Operations and Maintenance Manuals.

During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to the Engineer for review and forwarding to the Program Manager and PVSC prior to payment for that part of the work.

#### 5.13 Completion

Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

Observe whether the Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.

Participate in a final inspection in the company of the Engineer, Program Manager, PVSC, and Contractor and prepare a final list of items to be completed or corrected.

Observe whether all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Acceptability of the work.

#### Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
2. Exceed limitations of the Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of PVSC or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted offsite by others except as specifically authorized by the Engineer.

7. Accept shop drawing or sample submittals from anyone other than the Contractor
8. Authorize PVSC to occupy the project in whole or in part.

### **Task 6 - Other Direct Costs**

Other Direct Costs and Out-of-Pocket Expenses authorized by the PVSC essential for the performance of the Project Work, and not included in the Contractor's overhead, to be paid at cost to the Contractor with no additional provisions for overhead and profit, in a total Not-to-Exceed \$50,000.00, and which may include the following items:

- Printing and reproduction of reports, special forms, or stationery for the services under this Contract.
- Mailing and shipping charges directly related to the Project.
- Miscellaneous out-of-pocket costs authorized and approved for the Project
- Task 6 does not include travel expenses. Travel expenses shall be included in Tasks 1-5 and shall be part of the respondent's hourly rate.

### **Task 7 - Allowances**

#### **Subtask 7.1- Unforeseen Contingencies**

The Respondent shall include in the proposal an allowance of \$250,000.00 to cover costs associated with unforeseen contingencies. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6 and 8. Provide Rate Sheets. Written authorization by PVSC for utilization of any part of the contingency allowance shall be required.

#### **Subtask 7.2 – Training Allowance**

The respondent shall include in the proposal an allowance of \$100,000 to cover costs associated with developing and delivering a training program to PVSC. Written authorization by PVSC for utilization of any part of the contingency allowance shall be required.

#### **Subtask 7.3 – 3<sup>rd</sup> Party Maintenance Contract.**

The Respondent shall include in the proposal an allowance of \$50,000 to cover costs associated with the development of a 3<sup>rd</sup> party maintenance contract for the facility. Written authorization by PVSC for utilization of any part of the contingency allowance shall be required.

#### Subtask 7.4 – Air Dispersion Modeling

The Respondent shall include in the proposal an allowance of \$100,000 to cover costs associated with performing air dispersion modeling that may be required as part of the Title V permit application. The cost to prepare the scope of work for this service, along with the evaluation of model results, shall be included in Task 3.

#### Subtask 7.5 – Revisions to PVSC “front end” specifications.

The Respondent shall include in the proposal an allowance of \$40,000 to cover costs associated with reviewing and modifying PVSC’s standard “front end” specifications. Written authorization by PVSC for utilization of any part of this allowance shall be required.

### **Task 8 –Administration of PVSC Funding Requirements**

The Selected Respondent (Engineer) shall work with FEMA representatives to facilitate reimbursement for the services of this contract. The cost for this shall be reimbursed under Task 8 – Administration of PVSC Funding Requirements. In addition, the Respondent will be required to review, investigate and prepare report of available funding (i.e. grants, partially funded under the New Jersey Environmental Infrastructure Trust (NJEIT), etc.) that are available to PVSC for the project. The Respondent shall assist PVSC with the preparation and submission of any and all necessary application packages associated with gaining funding under this program. For the NJEIT funding activity, the Respondent shall provide support to PVSC with the submission of project planning and design documents and for coordination with the NJDEP.

The Respondent shall include in the proposal an allowance of \$30,000.00 to cover the costs of the administration services associated with FEMA, as required in the Scope of Work as well as the NJEIT funding and loan requirements.

### **Task 9 – Consultant Responsibility**

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Work. All notes, calculations, studies and computer documents generated for this project shall be the property of PVSC and turned over to PVSC at the conclusion of the project. The Respondent is to include time on site to conduct any necessary investigations or interviews and meet with PVSC as outlined in the Scope of Work. The Contractor shall provide PVSC with monthly progress reports and conduct progress meetings as outlined.

## **VII. QUALIFICATIONS**

The Respondent shall have the qualifications and experience to perform this type of assignment and shall document its qualifications and experience to perform this job. It shall present representative assignments which shall detail the Respondent’s exact part in the assignment.

The Respondent is to provide with its Proposal the names and qualifications of all personnel who will be working on this project and their percentage of time to be spent on this project. This listing shall include the proposed staff with their experience on the type of work in this project. The Respondent shall provide a table (Attachment G) listing each task and an estimate of the mandays to be expended on each task and the total mandays of the project. The Commissioners reserve the right to interview any members of the project staff, and once approved, the staff may not be changed without written request and approval from the Commissioners.

The Statement of Qualifications & Proposal shall include, as a minimum, the following information:

- a. Executive Summary
- b. All information required to demonstrate compliance with the PROFESSIONAL EVALUATION AND RANKING METHODOLOGY, Section IV of this RFQ.
- c. Team organization chart.
- d. Names and resumes for the key positions. Also indicate home office location for each person. Key personnel identified in the Respondent's proposal shall not be changed without the prior agreement of PVSC.
- e. Descriptions of similar projects completed. References with contact information shall be provided for a minimum of 3 power generation projects which have been completed within the last 10 years.
- f. List of any work performed in past 10 years, for PVSC, as either a prime or subcontractor.
- g. Attachment "G", SUMMARY OF TOTAL MAN-DAY ESTIMATE.

Qualification Proposals may also contain any other information that the Respondent believes will help demonstrate the Respondent's qualifications relative to the evaluation criteria. However, exclusive of resumes, required forms and documents associated with required forms, the Qualification Proposal shall be limited to 50 pages. Resumes are separately limited to 2 pages per resume.

If the Respondent is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional engineering services in New Jersey as part of this agreement, it shall upon execution of this agreement provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56.

**The Qualification Proposal shall be submitted in a sealed envelope separate from the Compensation Proposal and identified on the front cover as: "Qualification Proposal".**

**Qualifications will be evaluated and Compensation Proposals will be opened after the qualifications proposals have been ranked.**

**VIII. COMPUTER INTERNET COMMUNICATION**

Following the Notice To Proceed, the Contractor shall utilize the Program Management Information System (PMIS) that has been set up for this program. The PVSC is using PMWeb as the project management collaborative software tool for this project. All project documentation will be posted to this system. The Design Consultant is required to utilize PMWeb for the duration of this project, including project closeout, and shall provide all project information via this program. This includes, but is not limited to contracts, applications for payment, change orders, requests for information, submittals, daily reports, etc.

The Design Consultant is required to purchase five (5) full PMWeb licenses to be utilized on the PMWeb Hosted System from Critical Business Analysis, Inc. (CBA, Inc.) and maintain the licenses, software support, and hosting services through the duration of this project. These licenses will be assigned by the PVSC or their designated representative to members of the project team. At the end of the project, these licenses shall be turned over to the PVSC. The cost for the licenses, support of the licenses, and hosting fees shall be included by the Design Consultant in the costs for this project.

The Design Consultant shall provide for two (2) days of formal PMWeb training as directed by the PVSC or their designated representative. Training will be conducted at the PVSC Training Room at 600 Wilson Avenue, Newark, NJ. The training shall be coordinated through the PVSC or their designated representative. The cost for the training of the consultant's staff shall be included in the costs for this project. The Design Consultant shall contact CBA, Inc. for the licenses and training fees at 419-874-0800

The PVSC or its designated representative will be establishing a project specific e-mail "file" address for this project. The Design Consultant shall send an electronic "file" copy of all project documents to this e-mail address, to include but not be limited to, all project correspondence, project e-mails, forms, etc.

The Design Consultant shall electronically scan all documents not created in PMWeb. These scanned document files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.

All reports shall be produced in the latest version of MS Word for Windows. All spreadsheets shall be produced using the latest version of MS Excel for Windows, and all drawings shall be produced in the latest version of AutoCAD. All documentation shall be turned over to PVSC in the latest electronic (AutoCAD, Word, Excel) format.



## IX. COSTS

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Work. Attached hereto within Attachment “G” and Attachment “H” are the Summary of Total Man-Day Estimate and Summary of Total Project Cost proposal forms, respectfully. Attachment “G” shall be submitted with the Qualification Proposal. Attachment “H” shall be submitted with the Compensation Proposal.

The Compensation Proposal shall be submitted in a sealed envelope separate from the Qualification Proposal and identified on the front cover as: “Compensation Proposal”. Compensation Proposal(s) will only be reviewed for the qualified respondents based on the General Qualification Criteria as listed herein.

Task 1 – Review and Compilation of Data - The Respondent shall provide tables of the complete breakdown of the project costs based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Engineer shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 2 – Project Work Plan - The Respondent shall provide tables of the complete breakdown of the project costs based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Engineer shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 3 – Design Services – The Respondent shall provide tables of the complete breakdown of the project costs based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Engineer shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 4 – Design Services During Construction (DSDC) – The Respondent shall provide tables listing each subtask, with an estimate of the hours to be expended and associated cost of each subtask, and the total hours and cost of this task. The Engineer shall be paid based on a lump sum based on a complete breakdown of the project costs table and the project meetings and deliverables percentages described herein. **Duration of Construction is estimated to be 24 months.**

Task 5 – Resident Project Representation – The Respondent shall provide a daily unit price cost for a full time Resident Project Representative (RPR). The contract duration is estimated to be 730 calendar days (24 months). However full time services shall be assumed to be approximately 500 working days (i.e. Monday through Friday) of actual inspection services. The Engineer shall be paid based on a **reimbursable** basis for the

actual time spent on this task. The actual effort expended by the Engineer may differ from that estimated above. Although this variance is anticipated and acceptable to PVSC, the overall total cost for this task **shall not** be exceeded, without the written authorization of PVSC. For budgetary purposes, the total full time RPR services shall be assumed to be approximately 500 working days based on 8 hours per day. In addition, the Respondent shall include a total of 1,040 hours of administrative assistant time to support the RPR in the field office.

Task 6 – Other Direct Costs – Other Direct Costs and Out-of-Pocket Expenses authorized by the PVSC essential for the performance of the Project Work, and not included in the Contractor’s overhead, to be paid at cost to the Contractor with no additional provisions for overhead and profit, in a total Not-to-Exceed amount of \$50,000.00.

Task 7 – Allowances – The Respondent shall include in his proposal an allowances of \$250,000.00 to cover costs associated with unforeseen contingencies. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the project, but is not covered in the Scope of Work, tasks 1, 2, 3, 4, 5, 6 and 8. Written authorization by PVSC for utilization of any part of the contingency allowance shall be required. The Respondent shall also include an allowance of \$100,000 to cover costs associated with training, an additional \$50,000 to cover costs associated with development of a 3<sup>rd</sup> party maintenance contract, \$100,000 to cover costs associated with air dispersion modeling that may be required for the Title V permit, and \$40,000 for modifications to the front end specifications. Total allowances under Task 7 are \$540,000.

Task 8 – Administration of PVSC Funding Requirements – The Respondent shall provide hourly rates for providing administrative assistance of PVSC Funding requirements pertaining to FEMA on an allowance of \$30,000.00. The Contractor shall be paid based on a reimbursable basis for the actual time spent on administrative assistance of PVSC Funding requirements. The actual effort expended on administrative assistance of PVSC Funding requirements by the Contractor may differ from that estimated in the Respondent’s proposal. Although this variance is anticipated and acceptable to PVSC, the overall total cost for this task shall not be exceeded, without the written authorization of PVSC.

Additional Work - The Contractor shall provide its hourly rates for additional work, not covered by the Scope of Work, should the Commissioners authorize Extra Work.

## **X. SUBMITTALS AND SCHEDULES**

The Respondent shall submit with its Proposal, a schedule, drawing list & outline specifications for all services to be provided. The Respondent shall be prepared to start on this project promptly upon notice to proceed. This project may be submitted to the New Jersey Environmental Infrastructure Trust (NJEIT) for funding. As such, in order to remain eligible for funding, the design for the project shall be submitted in accordance with the NJEIT submission deadline.

The schedule shall include the duration of Task 1 through 5.

**XI. PROPOSAL**

All proposals in response to this RFP shall be addressed to Mr. Gregory A. Tramontozzi, Executive Director, and delivered not later than 11:00 am EST on May 19<sup>th</sup>, 2016. Six (6) copies of the proposal will be required.

**XII. FURTHER INFORMATION**

Further information may be obtained by calling J. Rotolo, Chief Engineer at (973) 817-5962, or via e-mail at JRotolo@pvsc.nj.gov

**XIII. CONTRACT FORM & PERIOD**

The contract period shall be for the duration to include the Contractor's completion of all Tasks identified in Section VI – Scope of Work. For the Form of Contract See Attachment "L"

**XIV. PROPOSAL FORM**

All proposals submitted in response to the within Request, Solicitation and Invitation for proposal shall utilize the form of correspondence on **Page 40** hereof as the cover sheet of such proposal. There shall be attached to said letter/cover sheet succeeding pages setting forth your proposal/responses. Your proposal must follow the format herein at **Pages 1 through 38 and include** a schedule for all services to be provided, and an anticipated list of drawings for the project. In order for your proposal to meet the requirements of the Request, Solicitation and Invitation, the form of correspondence set forth herein below shall be fully completed and executed. Attachments or certifications set forth as attachments or certifications A, B, C, D, E, F, G, H, I and J attached to this form, shall be completed and originally executed. Failure to attach required documents is cause for disqualification. The proposal shall include a copy of the Respondent's New Jersey Business Registration Certificate (BRC).

All erasures and/or changes to the original documentation submitted must be initialed by the individual making modifications to the proposal. Use separate and additional pages to respond specifically to each Section, specifically *Section IV Professional Evaluation and Ranking Methodology* hereof, which sets forth the criteria that PVSC will utilize in evaluating your proposal and determining the selection of the **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT** Contractor. In the event that the proposal is being made by a firm containing more than one person, the first page of the proposal, in the cover letter set forth on **Page 40**, shall also recite the name of the supervising Contractor, if any, and the name of the Contractor that the Contractor will assign to do the work of PVSC.

**XV. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Respondent agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules. The mandatory language which is more specifically set forth in *Attachment F* and applicable regulations promulgate by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made a part of this Request for Proposal.

**XVI. MANDATORY ANTI-DISCRIMINATION LANGUAGE**

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**XVII. PROOF OF NEW JERSEY BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder submit proof of New Jersey Business Registration prior to the time a contract is awarded.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may

be obtained by visiting the following web site at the State of New Jersey:  
[www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### **XVIII. ACKNOWLEDGEMENT OF CLARIFICATIONS**

The Acknowledgement of Receipt of Clarifications form serves as a proposer's acknowledgement of the receipt of clarifications which may have been distributed prior to the Request for Qualifications and Compensation (Fee) Proposal submission deadline.

Attached hereto at Attachment I is the Acknowledgement of Receipt of Clarifications form. This form must be executed and documents attached thereto by the Respondent.

#### **XIX. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS**

**Per N.J.S.A. 52:15C-14(d) et seq.**, the Engineer shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

#### **XX. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A 52:32-58, et seq., certify on the Disclosure of Investment Activities in Iran (ATTACHMENT J), that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56 (e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A.

52:32-56 (f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities to PVSC.

**XXI. INTEGRITY OVERSIGHT MONITOR ACT**

Respondent agrees to ensure that proper internal controls are in place such that projects are in compliance with the requirements of **Integrity Oversight Monitor Act, P.L. 2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.)**.

The Integrity Oversight Monitor Act was enacted authorizing the deployment of oversight monitors in the implementation of recovery and rebuilding contracts, resulting from Superstorm Sandy and other major storms in NJ, in order to prevent, detect, and remediate waste, fraud, and abuse.

**XXII. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS**

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

<http://nj.gov/comptroller/sandytransparency/contracts/sandy?>

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder’s proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

## **APPENDIX A**

Date:

Mr. Gregory A. Tramontozzi  
Executive Director  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

Dear Mr. Tramontozzi:

The undersigned hereby submits the enclosed proposal for the position of **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT.**

The undersigned hereby undertakes and promises to provide services for **DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A STANDBY POWER PLANT** and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
Type or Print Full Name

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax-Telephone Number





**ATTACHMENT B**

**CONFLICT OF INTEREST CERTIFICATION**

THE UNDERSIGNED CERTIFIES TO PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), COUNTY OF ESSEX, STATE OF NEW JERSEY THAT IN PERFORMING SERVICES TO PVSC HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD CONSTITUTE A CONFLICT OF INTEREST, FINANCIAL OR OTHERWISE, BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF PVSC. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS MADE A SEARCH OF HIS/HER FIRM'S CLIENT BASE AND HAS EXECUTED THIS CERTIFICATION SUBSEQUENT TO SUCH SEARCH.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, PVSC IS FREE TO TERMINATE ANY PROFESSIONAL SERVICES AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

Applicant

Signature: \_\_\_\_\_

Typed:

Firm Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL:                   NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PASSAIC VALLEY SEWERAGE COMMISSION

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

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**All Equity partners of a Partnership**

**All Equity members of a LLC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

ATTACHMENT D (Cont.)

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

- 2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
 State Political Party Committee  
 County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
 Legislative Leadership Committee

Full Legal 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 \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
- 2. All reportable contributions made by or attributable to the business entity have been listed above.

ATTACHMENT D (cont.)

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor’s first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

**ATTACHMENT E**

**STATEMENT OF OWNERSHIP**  
**NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

Chapter 33 of the Public Laws of 1977 (N.J.S.A 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10) % or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT**

**CONSULTANT: (CHECK ONE)**

     **SOLE PROPRIETORSHIP**           **PARTNERSHIP**           **CORPORATION**  
     **JOINT VENTURE**                           **OTHER-specify** \_\_\_\_\_

Please check the appropriate paragraph:

I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.

I certify that no one individual owns 10% or more of the undersigned.

\_\_\_\_\_  
**NAME OF CONSULTANT**

\_\_\_\_\_  
**SIGNATURE OF PRESIDENT, VICE PRESIDENT**

\_\_\_\_\_  
**PRINT NAME**

**THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL  
SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY  
SEWERAGE COMMISSION**

\_\_\_\_\_  
**TITLE**

**OWNERS**

NAME:  
HOME  
ADDRESS:

NAME:  
HOME:  
ADDRESS:

**PERCENTAGE OF OWNERSHIP: \_\_\_\_\_ PERCENTAGE OF OWNERSHIP: \_\_\_\_\_**

**\*PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY\***

## ATTACHMENT F

P.L.1975.C.127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICES 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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.



## **ATTACHMENT F (Cont.)**

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 applicable 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code**

ATTACHMENT "G"								
SUMMARY OF TOTAL MANDAY ESTIMATE								
DESCRIPTION OF WORK	Estimate of Man Days							Total Man Days
	Project Manager	Project Engineer	Principal Engineer	Engineer/ Scientist	Designer/ Drafter	Technician	Support	
Title ---->								
Staff Name ---->								
Hourly Rates ---->	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Task 1 - Review and Compilation of Data</b>								
1.1 Investigation	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
<b>Task 2 - Project Work Plan and Reporting</b>								
2.1 Project Work Plan	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
<b>Task 3 - Design Services</b>								
3.1 Design	-	-	-	-	-	-	-	-
3.2 Meetings	-	-	-	-	-	-	-	-
3.3 Value Engineering	-	-	-	-	-	-	-	-
3.4 Permitting	-	-	-	-	-	-	-	-
3.5 Bidding Assistance	-	-	-	-	-	-	-	-
<b>Task 4 - Design Services During Construction (DSDC)</b>								
4.1 Notice to Proceed	-	-	-	-	-	-	-	-
4.2 Liaison and Administration	-	-	-	-	-	-	-	-
4.3 Meetings	-	-	-	-	-	-	-	-
4.4 Baselines and Benchmarks	-	-	-	-	-	-	-	-
4.5 Approval of Manufacturers/vendors	-	-	-	-	-	-	-	-
4.6 Shop Drawings	-	-	-	-	-	-	-	-
4.7 Contractor Initiated Substitutions	-	-	-	-	-	-	-	-
4.8 Testing	-	-	-	-	-	-	-	-
4.9 RFI's & Field Orders	-	-	-	-	-	-	-	-
4.10 Change Orders	-	-	-	-	-	-	-	-
4.11 Payment Requests	-	-	-	-	-	-	-	-
4.12 Start-Up Services	-	-	-	-	-	-	-	-
4.13 Post Construction Assistance	-	-	-	-	-	-	-	-
Subtotals	-	-	-	-	-	-	-	-
<b>Task 5 - Resident Project Representative (per Scope of Work)</b>								
Resident Project Representative	-	-	-	-	-	-	-	-
Part Time Administrative Assistant	-	-	-	-	-	-	-	-
Specialty Inspection Services	-	-	-	-	-	-	-	-
Subtotals	-	-	-	-	-	-	-	-
						Total Man Day Estimate		-
<i>This table shall be submitted with the "Qualification Proposal".</i>								
Dp Not leave any Sections Blank								

SUMMARY OF TOTAL PROJECT COST

DESCRIPTION OF WORK	Estimate of Labor Costs							Total Labor Cost
	Project Manager	Project Engineer	Principal Engineer	Engineer/ Scientist	Designer/ Drafter	Technician	Support	
Title ---->								
Staff Name ---->								
Hourly Rates ---->	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 1 - Review and Compilation of Data</b>								
1.1 Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2 - Project Work Plan and Reporting</b>								
2.1 Project Work Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 3 - Design Services</b>								
3.1 Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2 Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 Value Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4 Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.5 Bidding Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 4 - Design Services During Construction (DSDC)</b>								
4.1 Notice to Proceed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2 Liaison and Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.3 Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.4 Baselines and Benchmarks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.5 Approval of Manufacturers/vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.6 Shop Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.7 Contractor Initiated Substitutions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.8 Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.9 RFI's & Field Orders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.10 Change Orders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.11 Payment Requests	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.12 Start-Up Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.13 Post Construction Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 5 - Resident Project Representative (per Scope of Work)</b>								
Resident Project Representative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part Time Administrative Assistant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specialty Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Labor Cost								-

Summary of Costs

Description	Cost
Task 1 - Review & Compilation of Data	\$ -
Task 2 - Project Work Plan & Reporting	\$ -
Task 3 - Design Services	
Task 4 - Design Services During Construction (DSDC)	
Task 5 - Resident Project Representative (RPR)	
Task 6 - Other Direct Costs	\$ 50,000.00
Task 7 - Allowances - Unforeseen Contingencies	\$ 540,000.00
Task 8 - Admin. of PVSC Funding Requirements	\$ 30,000.00
<b>TOTAL PROJECT COST</b>	

This table shall be submitted with the "Compensation Proposal".

Do Not Leave Any Sections Blank

**ATTACHMENT I**

**ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS**

The undersigned Respondent hereby acknowledges receipt of the following clarifications to the Request for Qualifications and Compensation (Fee) Proposal. By indicating date of receipt, Respondent acknowledges the submitted qualifications and proposal takes into account the provisions of the issued clarification(s). Note that the PVSC's record of clarification(s) issued shall take precedence and that failure to include provisions of changes in qualifications and proposal may be submit for rejection of the qualifications and proposal.

**PROFESSIONAL SERVICES FOR  
DESIGN SERVICES AND DESIGN SERVICES DURING CONSTRUCTION FOR A  
STANDBY POWER PLANT**

**Directions: Complete Part I or Part II, whichever is applicable**

**PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH  
CLARIFICATION RECEIVED IN CONNECTION WITH THIS  
RFQ/RFP:**

CLARIFICATION #1, DATED \_\_\_\_\_ , \_\_\_\_\_

CLARIFICATION #2, DATED \_\_\_\_\_ , \_\_\_\_\_

CLARIFICATION #3, DATED \_\_\_\_\_ , \_\_\_\_\_

CLARIFICATION #4, DATED \_\_\_\_\_ , \_\_\_\_\_

**PART II: \_\_\_ NO CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS  
RFQ/RFP.**

**DATE:** \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

RFP/BID:

Bidder/Offerer:

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 with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") 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 PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it 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 person or entity.

**PLEASE CHECK THE APPROPRIATE BOX:**

I 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.

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 New Jersey Department of Treasury 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 nonresponsive 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.

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

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: \_\_\_\_\_

## **ATTACHMENT K**

### **Reference Documents**

#### **Description**

Below is the list of reference documents contained on CD.

1. Basis of Design Report
2. Boring logs and location plan – Charles A. Manganaro, Consulting Engineers, 1976
3. Program Management Plan
4. Program Procedures Manual
5. PVSC Safety Manual
6. Site Survey
7. Attachments G & H (Manday and Rate Schedules)

In addition, the following documents are available for inspection at the PVSC.

1. PVSC Title V Permit
2. Environmental Assessment

**ATTACHMENT L- FORM OF CONTRACT**

**AGREEMENT BETWEEN**  
**PASSAIC VALLEY SEWERAGE COMMISSION**  
**AND**  
**(AWARDED FIRM)**

PVSC Executive Directive No. XX-16  
PVSC Agreement No. XXXX  
Dated: \_\_\_\_\_, 2016  
**THIS AGREEMENT** is made as of \_\_\_\_\_, 2016, by and between:



**ATTACHMENT L- Form of Contract cont.**

**PASSAIC VALLEY SEWERAGE COMMISSION**

600 Wilson Avenue  
Newark, New Jersey 07105  
(hereinafter, "PVSC")

and

(*AWARDED FIRM*)  
(hereinafter, "Consultant")

**WHEREAS**, PVSC received proposals from \_\_\_\_\_ respondents, with Consultant being the lowest-cost qualified respondent; and

**WHEREAS**, Consultant is willing and able to provide the services with respect to, among other things, \_\_\_\_\_.

**WHEREAS**, PVSC approved Consultant's proposal for this work as is set forth in Executive Directive No. XX-16, dated \_\_\_\_\_, 2016 (Exhibit B).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. CONSULTANT'S SERVICES**

A. Description of Consultant's Services. In addition to performing all services set forth in this Agreement, Consultant shall perform the services described and detailed in the Proposal. In the event the Proposal, this Agreement, and PVSC Executive Directive No. XX-16, dated \_\_\_\_\_, 2016, are in conflict, the provisions, terms and conditions of this Agreement and PVSC Executive Directive No. XX-16, dated \_\_\_\_\_, 2016, shall bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or sub-consultants without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.

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**ATTACHMENT L- Form of Contract cont.**

**II. METHOD OF PAYMENT**

A. Fees. (AS PER INDIVIDUAL RFP REQUIREMENTS)

B. Method of Payment. (AS PER INDIVIDUAL RFP REQUIREMENTS) PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

**III. INSURANCE**

Consultant shall procure and maintain, at Consultant's own cost, throughout the duration of the project, from inception through completion, insurance as follows:

- a. Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000/\$500,000/\$500,000
- b. Employers Liability Coverage in the amount of \$1,000,000
- b. Comprehensive General Liability and Bodily Injury, including death \$1,000,000 each occurrence
- c. Combined Single Limit \$1,000,000 each occurrence
- c. Comprehensive Automobile Liability, Bodily Injury, Property Damage \$1,000,000 each occurrence
- d. Combined Single Limit \$1,000,000 each occurrence
- d. Professional Liability \$1,000,000 per claim and annual aggregate

PVSC and its Commission, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its Commission, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its Commission, officers, directors, employees, and agents have been named as additional insureds.

The Consultant will provide a minimum thirty (30) days' written notice to PVSC prior to any cancelation, material change, or refusal of renewal of Consultant's insurance. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to

**ATTACHMENT L- Form of Contract cont.**

cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

Each insurance policy except professional liability shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any subconsultant, Consultant shall require the subconsultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its subconsultants under its own policies. Consultant is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

**IV. INDEMNIFICATION**

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

**V. PENALTIES AND FINES**

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency (EPA) and/or the New Jersey Department of Environmental Protection (NJDEP), due to any negligent act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

**ATTACHMENT L- Form of Contract cont.**

**VI. NEW JERSEY LAW**

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the State of New Jersey.

**VII. CHANGES**

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

**VIII. SUSPENSION OR ABANDONMENT**

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages and/or anticipated profits.

**IX. TERMINATION OF AGREEMENT**

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

**X. SUCCESSORS AND ASSIGNS**

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between PVSC and any Consultant subcontractors

## **ATTACHMENT L- Form of Contract cont.**

consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

### **XI. AFFIRMATIVE ACTION**

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Attachment C and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

### **XII. CERTIFICATE OF AUTHORIZATION**

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

### **XIII. BUSINESS REGISTRATION CERTIFICATE**

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC upon execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor;

Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a

**I. ATTACHMENT L- Form of Contract cont.**

penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

**XIV. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)**

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance

B. thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Attachment D, and the Statement of Ownership in Attachment E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

C. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

D. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

**ATTACHMENT L- Form of Contract cont.**

**Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website:**

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

**XV. MANDATORY ANTI-DISCRIMINATION LANGUAGE**

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**ATTACHMENT L- Form of Contract cont.**

**XVI. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The Consultant is required to read the Americans with Disabilities language attached hereto and made a part of this Contract as Attachment F and agrees that the provision of Title 11 of the Act will be made a part of the contract. The Consultant is obligated to comply with the Act and to hold PVSC harmless.

**XVII. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS**

Per N.J.S.A. 52:15C-14(d) *et seq.*, the Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**XVIII. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, *et seq.*, certify on the Disclosure of Investment Activities in Iran (*Attachment J*), that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities to PVSC.

**XIX. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS**

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

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert



**ATTACHMENT L- Form of Contract cont.**

that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

**XX. CLAUSES REQUIRED BY LAW**

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

**XXI. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

**XXII. INCORPORATION OF RECITALS**

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

**XXIII. COMPLETE AGREEMENT**

This Agreement (consisting of pages 1-13 inclusive), together with Attachments A through F, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

**IN WITNESS WHEREOF**, PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

PASSAIC VALLEY SEWERAGE COMMISSION

\_\_\_\_\_

By: \_\_\_\_\_

Joseph F. Kelly  
Clerk

Gregory A. Tramontozzi  
Executive Director

\_\_\_\_\_

By: \_\_\_\_\_

(Consultant)