Waivered Contract No. AG-065

Request for Qualifications

Disaster Debris Management Monitoring Operations

Amendment #1-Not to exceed cap adjustment

January 18, 2013

Section I-Background and Introduction

The $2,000,000 cap in paragraph number 5 (five) is now increased to $3,000,000.

State of New Jersey
Department of Environmental Protection
Request for Qualifications
for
DISASTER DEBRIS MANAGEMENT MONITORING OPERATIONS

I. Background and Introduction

The State of New Jersey (the State) has been severely affected by Hurricane and Post-Tropical Cyclone Sandy, and is seeking to award one or more contract to a firm to provide close monitoring of debris management contract operations to ensure that those operations are eligible for FEMA Public Assistance (PA) Grant funding. This contract will be available for use by the State and all Local Government Entities (municipalities, counties, and authorities thereof (e.g. municipal water and sewer authority)) for specific projects in their jurisdictions.

Governor Chris Christie has declared a State of Emergency in the State of New Jersey in Executive Order 104 (Oct. 29, 2012). The State is currently working with FEMA to obtain all appropriate types of FEMA assistance, including assistance with Debris Removal, and associated Debris Monitoring.

At present the State has awarded on Debris Removal Contract, but may award one or more additional contracts. Any firm awarded a contract pursuant to this Request for Qualifications (RFQ) will be required to monitor the work of the State's Debris Removal Contractor(s).

The anticipated contract(s) shall incorporate the State's Waivered Service Contract Standard Terms and Conditions (Jun. 29, 2011), attached as Exhibit A.
http://www.state.nj.us/treasury/purchase/forms/wtermss.pdf

The anticipated contract shall be a time and materials contract which shall be capped at $2,000,000.00. The State reserves the right to amend the cap when more information as to the need for and use of this contract is available.

Bidder Proposals shall be due on **THURSDAY, NOVEMBER 1, 2012 BY 8:00 P.M. EST.**, and should contain all items listed in section V, below. Proposal should be submitted electronically to:

JANE KOZINSKI AT jane.kozinski@dep.state.nj.us

with copies to

RAY CANTOR, ray.cantor@dep.state.nj.us
DAVID BARTH, david.barth@dep.state.nj.us

Please direct questions to John Hutchinson, 609-341-2181 or 609-789-9272.

B. Overview of Requirement

New Jersey's Approach to Debris Management: On October 31, 2012, New Jersey entered into a contract for Debris Management with AshBritt, Inc. ("Debris Management Contract"). Pursuant to the Debris Management Contract, AshBritt will be implementing debris collection, sorting, transportation, disposal or recycling. In this State of Emergency, New Jersey shall be implementing debris management strategies modeled after the State of Connecticut's State Disaster Debris Management Plan, 2007 ("CT Plan") (Exhibit C). New Jersey shall modify the CT Plan to be consistent with New Jersey law, regulations, guidance, policies and county solid waste management plans (the modified plan shall be referred to as the "NJ Disaster Debris Plan"). The State intends to address debris management in order of priorities to be established by a State multi-agency debris team, in cooperation with New Jersey counties and municipalities. The work includes the following:

1. Disaster Debris will be picked up from public roadways, public rights of way, and public property; debris from private property will be collected and managed where necessary and on a case-by-case basis.
2. Debris will be transported to a temporary storage/staging areas for sorting and processing or directly to a disposal facility, transfer station or recycling facility.
3. Disaster Debris will be processed and sorted at the temporary staging areas, and segregated debris will then be transported to a disposal facility, transfer station or recycling facility.

In implementing the NJ Disaster Debris Plan, the work shall be consistent with the following principles and guidelines, unless environmental protection, human health, safety or other emergency circumstances dictate otherwise:

1. Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options.

2. Utilize appropriate waste volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities.

3. Use New Jersey's in-state disposal capacity for disposal of disaster debris as efficiently as possible. Consistent with orders posted on the New Jersey Department of Environmental Protection's ("DEP") website, solid waste and recycling facilities may apply for emergency temporary increases in daily capacity.

4. Comply with County Solid Waste Management Plans for the disposition of solid waste to the extent possible in the light of debris volumes, capacities of solid waste facilities, and other emergency considerations.

5. Rely on New Jersey A901 licensed waste transporters to the greatest extent possible, and allow for issuance of temporary A901 registrations on an emergency basis consistent with DEP guidance posted on the DEP website.

6. Use approved temporary debris management staging and storage areas for processing debris for recycling, disposal or temporary storage.

Monitoring services outlined in this contract will be activated by a State agency, or a local government entity (county or municipality) in connection with a Specific Direction issued to a debris removal contractor. As required by this Contract, the Contractor shall provide monitoring the debris removal operations providing comprehensive observation and/or documentation of debris removal work performed, beginning from the point of debris collection to final disposal sites, either in-state or out-of-state. For the debris portion that is to be transported to out-of-state disposal facilities, New Jersey may require monitors under this contact to be posted at these out-of-state facilities and documentation in the form of the Load Ticket will be the primary means of monitoring. Monitoring debris removal work will require constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines, and in compliance with all applicable federal, state, and local regulations.

The contractor shall work with DEP to develop form to be utilized in tracking volumes of waste and recyclables, origin of the material and destination of the material. Information to be captured on the forms will include, but may not be limited to, the information set forth Exhibits A2, A3, A4.

The contractor shall have or develop a recovery management system of hardware and software applications to manage the data and information generated during the course of monitoring a debris removal project. The State may elect to utilize this system.

The following scope of work is based upon the State's initial approach to tracking the waste stream utilizing hardcopy load tickets. Regardless of which system is to be used, the intent is to accurately monitor and document the disaster debris removal project so as to be ensure that the work being conducted is eligible under FEMA Public Assistance grant funding.

III. Required Scope of Work

1. The Contractor shall provide qualified personnel to assist the State with the monitoring, documenting, and reporting requirements of the disaster debris removal services that will be performed by Contractors retained under a separate State Contract. The types of personnel needed to perform this function could include, but is not limited to, the following: Project Manager; Debris Monitoring Operations Manager; Field Debris Supervisor; Field Debris Monitors; Fixed Site Debris/Tower Monitors; and support staff (project coordinator and technical support) (as those terms are used in the CT Plan.

2. The Contractor shall be National Incident Management Systems (NIMS) compliant, so as to ensure coordinated and efficient operations. The Project Manager and the Debris Monitoring Operation Manager must have taken the FEMA IS-700 NIMS An Introduction Course prior to contract activation. The Contractor shall maintain training records and upon request, make these available to the State or its designated Agent.

3. The Contractor shall be responsible for the health and safety of its workforce. The Contractor (s) shall supervise and direct all work related to monitoring. Safety of the Contractor's

personnel and equipment is the responsibility of the Contractor. The Contractor shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed. The Contractor shall comply with all applicable safety and health protection codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury, or loss. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor shall observe and encourage safety conscious Contractor removal operations involving loading and transport of debris in and through public right-of-ways. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate State and Federal authorities, including the State contracting authority. All data reported must be complete, timely and accurate.

4. The Contractor shall be responsible and liable for the accurate quantity measurements and completeness of the debris removal activities of the Contractor working under the separate Debris Management Contract within a specified regions.

5. The Contractor shall provide the State with written and, if requested, electronic media documentation of debris/waste volumes removed and their locations (i.e., curbside, temporary staging areas, other), including Contractor payment estimates, weekly progress reports, debris removal schedules, and media releases that have been subject to review and approval by the State (if requested).

6. The Contractor responsibilities shall include, but are not be limited to, the following:
   A. Monitor debris clean-up operations:
      1. Development of a truck measuring system.
      2. Establish procedures to routinely check and compare Contractor truck size volumes relative to certified truck volumes provided by others.
      3. Development of a plan for standard reporting of completed areas.
      4. Coordinate and monitor all debris removal activities under contract.
      5. Monitor debris removal Contractor operations to minimize unnecessary damage to public and/or private property.
      6. Ensure that only eligible debris is removed.
      7. Initiate/document load tracking tickets at the point of pick-up.
      8. Complete load tracking tickets at authorized temporary debris staging areas and other disposal or recycling sites.
      9. Verify cleanup is complete for each area/street prior to moving load operations to next area/street.
      10. Coordinate work with onsite FEMA representatives and/or State representatives, as appropriate.
      11. Provide schedule of pick-up locations to be used to State public relations personnel.

12. Identify and record locations where debris needs to be separated by property owners prior to removal.
13. Timely report of locations of any illegal dumping by debris management operations Contractor or others.
14. Timely report if unauthorized equipment is mobilized and used by debris management operations Contractor.
15. Photograph any questionable area(s) (i.e. tree removal extending beyond right-of-way limits).
16. Report, document, and follow-up on damage claims (if any).
17. Observe and encourage safety conscious Contractor operations.

18. Attend daily Contractor initiated safety meetings to discuss possible hazards to include, but not limited to, the following: backing vehicles, working within the road right-of-way, shoulders, and lane closures; and trucks not permitted to leave with excess debris hanging over the sides that could fall off or contact other traveling vehicles or stationary objects.
19. Record registrations and license plates or other identifying information for vehicles (cars, trucks, vans, other) and boats and other watercraft, and provide to DEP.

B. Collect and compile debris clean-up data:
1. Track locations that have undergone or are presently undergoing debris clean-up operations.
2. Assist with prioritizing debris clean-up operations to maintain or enhance the efficient use of resources.
3. Document progress with compiled load data and coded location maps.
4. Document areas of unacceptable debris composition that were skipped over. Provide daily progress reports of clean-up efforts and any problem areas to the State's EOC or State designated person.

C. Document observed areas needing maintenance repairs:
1. Obstructed storm drainage pipes or outfalls.
2. Damaged shoulders, ditches, and drainage structures.
3. Damaged regulatory, warning or guide signs.
4. Damaged guardrail or controlled access fencing.
5. Other areas as identified through task orders.

D. Close-out documentation:
1. Load tickets (completed).
2. Copies of any correspondence related to debris activities.
3. Contractor services invoice copies.
4. Summation report of total volume(s) of debris removed at completion of contract.
5. Copies of weekly (or monthly) reports of debris removal activities, including Contractor estimated pay schedules.
6. Any additional expense invoices (if applicable).

7. Documentation or reports on any unresolved issues relating to the debris removal, including damage claims, if any.
8. Certification, description and identification of truck volumes used for debris hauling.
9. Any other pertinent information required through the U.S. Army Corps of Engineers, FEMA, etc., relating to debris removal activities.

7. The Contractor shall provide the following personnel:

A. **Project Management**

Contractor shall provide a Project Manager to oversee all work (i.e., operational and administrative) related to this contract. The Project Manager will maintain daily contact with the Debris Monitoring Operations Manager on the progress of cleanup operations and prepare daily operational reports to keep the State and Federal personnel informed of work progress. The Project Manager will coordinate with both the State and Debris Removal Contractors within designated cleanup sites/regions/areas with regard to daily briefings, work progress, staffing and coordination, as well as all other work related efforts. The Project Manager will coordinate with the State with the receipt, allocation and oversight of the Load Tickets.

B. **Debris Monitoring Operations Management**

Contractor shall provide project management to oversee debris monitoring operations and activities in the field. Services will include, but not be limited to, the following:

1. Coordinating daily activities and future planning.
2. Scheduling and monitoring resources and deployment timing.
3. Communication with Project Manager, Federal, State, and municipal personnel.
4. Maintaining communication with debris monitoring management and supervisory level contractors responsible for debris removal operations.
5. Making recommendations to improve the efficiency of collection and removal of debris.
6. Overseeing and supervising field monitoring activities.
7. Overseeing accurate measuring of load-hauling compartments and the accurate computing of volume capacity in cubic yards.
8. Documenting and recording measurements and computations.

C. **Field Debris Monitoring Supervision**

Contractor shall provide Field Debris Monitoring Supervisor(s) to work directly with Field Debris Monitors and Fixed Site Debris/Tower Monitors. Services will include, but not be limited to, the following:

1. Addressing immediate needs of field monitors and fixed debris site monitors.
2. Providing written daily reports to Operations Manager on progress of debris removal operations.
3. Identifying potential or existing gaps in monitoring operations.
4. Identifying, addressing, and troubleshooting any questions or problems that could impact work area safety and eligibility.
5. Taking receipt of partially completed Load Tickets from both the Field Debris Monitor and/or the Fixed Debris Site/Tower Monitors.

6. Distribution of Load Tickets to the Field Debris Monitors for loading and transporting curbside material and to the Fixed Debris Site/Tower Monitors (as defined in the CT Plan) for loading and transporting from staging and processing areas the processed debris for final recycling or final disposal.

D. **Field Debris Monitoring**

Contractor shall perform roving on-site, street level work area inspections of debris cleanup and collection. Contractor will provide the Field Debris Monitors to inspect and control debris collection using manifest Load Tickets (provided by the State). Services will include, but not be limited to, the following:

1. Providing field monitor personnel at designated areas to check and verify information on debris removal.
2. Maintaining communications with their respective Field Debris Supervisor and/or Debris Monitoring Operations Manager.
3. Monitoring collection activity of trucks.
4. Issuing manifest Load Tickets at loading sites for each load and providing the partially completed Load Ticket to their designated Field Debris Supervisor.
5. Ensuring Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal.
6. Accurately measuring load-hauling compartments and accurately computing volume capacity in cubic yards; document and record measurements and computations.
7. Properly monitoring and recording performance and productivity of debris removal crew.
8. Ensuring that loads are contained and covered properly before leaving the loading area.
9. Ensuring only eligible debris is collected for loading and hauling.
10. Ensuring that curbside segregated debris is kept separate during transport to temporary debris staging sites.
11. Ensuring only debris from approved public areas is loaded for removal.
12. Performing other duties from time to time as directed by their Field Debris Supervisor or Debris Monitoring Operations Manager.
13. Checking the area for safety considerations such as – downed power lines, children playing in area, other traffic control/safety needs, the operation of trucks and equipment in a safe manner.
14. Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area.
15. Performing a pre-work inspection of areas to check debris piles to identify and fieldmark blocked and covered drainage swales, utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
16. Documenting and reporting damages that may occur to utility components, driveways, road surfaces, public and private property, vehicles, etc.

E. **Fixed Site Debris/Tower Monitoring**

Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at

designated temporary debris staging/processing areas and aggregation sites for vehicles and vessels. In addition to the above outlined responsibilities, services will include, but not be limited to, the following:

1. Providing monitors at the temporary debris staging/processing areas and aggregation points for stray and abandoned vehicles and vessels.
2. Completing records of Contractor debris removal haulers' cubic yardage, tons, or per individual unit and other record keeping as may be needed on the provided Load Ticket and providing the partially completed Load Ticket to their designated Field Debris Supervisor.
3. Initialing each Load Ticket before permitting truck to proceed from the check-in area to the tipping area.
4. Maintaining a daily Debris Disposal Site Load Tracking Log (to be developed with DEP) that shall be returned to their Field Debris Supervisor.
5. Assuring communication lines are kept open at all times with the Contractor responsible for the debris removal management and operations.
6. Performing other duties as directed by their supervisor.
7. Accurately measuring load-hauling compartments and accurately computing volume capacity in cubic yards.
8. Documenting and recording measurements and computations.

F. **Provide support staff to perform necessary project coordination and technical support functions.**

1. The Contractor is responsible for the distribution of State-prepared, pre-printed and numbered Load Tickets to the Field Debris Supervisor(s) and keeping accurate and complete tracking records of this distribution.
2. The Contractor is responsible to be knowledgeable with all FEMA standards and requirements for performing a comprehensive review, reconciliation, and validation of the Debris Removal Operations Contractor invoices prior to submission to the State for processing. The Contractor is responsible for preparing project worksheets and other pertinent report preparation required for reimbursement by FEMA and any other applicable agencies for disaster recovery efforts by debris removal Contractor.
3. The Contractor shall have and use GIS capability to track locations of generated debris and assist in prioritizing debris removal and disposal activities. The Contractor shall work with State as directed to provide estimated amounts of debris and tracking assistance in debris removal operations.
4. The Contractor is responsible for data management including, but not limited to, entering and analyzing load tickets resulting from the debris monitoring process, reconciling and making recommendations for approving debris contractor invoices , providing oversight to the FEMA auditing and appeals process, and assisting the State with the preparation of project worksheets for FEMA funding.

8. The Contractor is not responsible for the construction of Inspection Towers for viewing of the load bed of each piece of equipment being utilized to haul debris. The construction of the Inspection Towers is the responsibility of the Contractors performing the debris removal work/operations.

9. The Contractor shall audit the debris removal contractors State certifications indicating the type of vehicle, make and model, license plate number, equipment number, US DOT trucking number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State reserves the right to re-measure trucks at any time to verify reported capacity and the monitoring contractor may be directed to perform this action.

10. The Contractor shall be responsible for reporting requirements such as Load Tickets. If FEMA is providing grant assistance for the applicant's monitoring contract, a sample of the reporting requirements outlined in the contract will be required to substantiate the eligible costs. This sample must be adequate to demonstrate that sufficient measures were taken to ensure eligibility and accurate quantities are being reported as part of the grant. Debris monitors will be required to submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field. Regular reporting will help to promote and ensure quality assurance and provide the applicant with a consistent accounting of operations in the field.

11. The Monitoring Contractor is made aware that payment for debris hauled will be based on the quantity of debris hauled in a truck as measured in cubic yards or tons and the distance hauled depending on where the debris is taken, to a temporary debris staging/processing area or final recycling or disposal facility. Load tickets will be the documentation necessary for the Debris Removal Contractor to receive payment. The State will reimburse the Debris Removal Contractor for transport and tipping fees at final recycling or disposal facilities. Prior to final disposal, the Debris Removal Contractor will comply with county solid waste management plans for the disposal or transfer of solid waste. If directed to facilities that may not be identified in a county solid waste management plan, the Debris Contractor shall provide to the State three bids for final recycling or waste disposal facilities. The State will, in turn, perform due diligence and make a determination of the final recycling or waste disposal facility and shall inform the Debris Removal Contractor. The Debris Removal Contractor will be required to transport the debris to the chosen facility. If utilized, Debris Removal Contractor will have the responsibility of installing truck scales at their expense. Trucks will be weighed both entering and leaving the debris management site(s) and the weight of the load will be the calculated difference. The Debris Removal Contractor will be required to use either the volume method or the weight method for all loads hauled to any one debris management site, and will not be allowed alternate methods. The authorized debris monitors working for the State and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks when measurements are to be volume based. For purposes of this RFP, the authorized monitors under State contract are the final authority. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Exhibit A4 entitled Truck Load Deductions.

Load Tickets: As set forth in Section I(B)(6) hereof, the Contractor shall utilize documents for tracking waste origins, destinations and volumes on forms and using a system to be developed between the Contractor and the DEP. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors. The Load Ticket or other tracking documentation to be developed may be a dual use ticket that covers either of the following scenarios:

- ☐ **Load Ticket: From Curbside Initial Pickup (Scenario #1)** – records the loading and transport of debris from the public right-of-way to the temporary staging/processing area or directly to final recycling facilities or final disposal facilities..
- ☐ **Load Ticket: From TDSRS (Scenario #2)** – records the loading and transport of processed and segregated debris from a temporary staging/processing area to recycling facilities or final disposal facilities.

The Load Ticket is the primary record for the monitoring and measuring of debris removal operations. Procedures for use of Load Tickets shall be established by the DEP with input from the Contractor. For purposes of this contract, the Load Ticket and its uses may be consistent with the following:

- ☐ **Scenario #1. From Curbside Initial Pickup: Initial loading of waste debris from the public right-of-way to the temporary staging/processing area or directly to final recycling facilities or disposal facilities.**
  (1) From Curbside - Initial Loading Site: The first part of the ticket shall be completed at the initiation of each load in the public right-of-way, signed by the Field Debris Monitor and will be retained by the Field Debris Monitor. The Field Debris Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their Field Debris Supervisor. The Field Debris Monitor shall remove the first of the five part ticket and then give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor Driver. The Driver, as directed, can then transport the debris to one of the following designated sites: a TDSRS or may take the debris to a final disposal facility or recycling facility, both in-state or out-of-state, if it has been determined that this is the appropriate action.
  (2) To temporary staging/processing areas (TDSRS) – Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to the Fixed Site Debris/Tower Monitor at the Inspection Station/TDSRS. That Fixed Site Debris/Tower Monitor will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the Load Ticket. The second of the five-part Load Ticket shall remain with the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to turn in the second of the five-part ticket at the end of each day to their supervisor. The other remaining three parts of the five-part ticket shall be given to the driver, to be turned in to the Debris Removal Operations Contractor representative.
  (3) To Final Disposal Facility or Recycling Facility, both in-state and out-of-state, Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to a

duly authorized representative of the Solid Waste Disposal facility. The authorized representative at the Solid Waste Disposal facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket and shall keep the second and third parts. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The driver will retain the fourth and fifth part of the Load Ticket to be turned in to their respective Debris Removal Contractor representative.

- ☐ **Scenario #2. Loading of segregated and/or processed waste materials at the TDSRS for transport to the final recycling facility or final disposal facilities.**
  (1) From TDSRS Loading Site: The first part of the Load Ticket shall be completed at the TDSRS, signed by the Fixed Site Debris/Tower Monitor, and will be retained by the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their supervisor. The Fixed Site Debris/Tower Monitor shall give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor driver.
  (2) To Final Recycling Facility and Disposal Facilities: The driver will hand the remaining four parts of the Load Ticket to the duly authorized representative of the final recycling or disposal facility. The authorized representative of the facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket. Part two and three of the five-part load ticket shall remain with the authorized representative of the final disposal site. One will remain with the facility; the other will be forwarded by the receiving facility to the Debris Monitoring Project Manager. The other remaining parts of the Load Ticket, four and five, shall be given to the driver, to be turned in to their respective Debris Removal Operations Contractor representative.

12. Mobilization and Demobilization

The Contractor shall commence performance on notice from DEP. The Contractor will mobilize and deploy essential and necessary staff. When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors for the State to use as needed.

Upon completion of assigned tasks, the Contractor shall be responsible for closing out all related operations, including but not limited to, records and documents to support the State's reimbursements costs from the federal government.

13. Logistics and Resource Distribution

The Contractor shall be responsible in providing all personnel sustaining goods and services to include items such as packaged ice, bottled water, ready to eat meals, shelter, and all materials such vehicles, equipment, parts, tools, fuel, etc. and the distribution thereof, supporting monitoring tasks. Contractor are responsible for the safe handling and storage of any equipment and parts, tools, fuel, and other related items so as to prevent damage and environmental impacts to public and private property. If spills or damages do result, then the Contractor shall be held responsible and shall be required to report such incidents.

14. Communication

The Contractor Debris Monitoring Project Manager (or designated alternate) for debris monitoring responsibilities shall report directly to the designated State representative responsible for the project management of the State Contract for Debris Monitoring. The Contractor (s) Project Manager shall be available for communication at all times. While this position will not require constant presence, the Project Manager will be required to work a full workday, typically more than eight hours per day, and be on call and physically capable of responding to the DEP designated person within 30 minutes of notification.

15. Reporting and Documentation; Recordkeeping

The Contractor shall provide and submit to the State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA/State requirements. The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the contract awarded as a result of this RFP and its performance. Such records shall be maintained and kept in their original form for a period of five years after expiration of the Contract; and shall be made available to the State at any time. Arrangements will be made between the Contractor and the State for records retention beyond that time period.

16. Technical Approach to Requirements.

Consistent with the Technical approach outlined in the Contractor's proposal, the Contractor will provide services using that approach, and in consultation with the State, utilize for providing the disaster debris monitoring services required by the State.

17. Performance Bonding

Prior to commencing services, the awarded contractor will provide the State of New Jersey with a performance bond in the amount of $1,000,000.00. In the event the state determines that additional performance bond amounts are required, The State and the awarded contractor will negotiate and agree to the increased amount required. Such surety may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of the Director of the New Jersey Division of Purchase and Property, Department of the Treasury 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230.

18. Insurance

Prior to commencing services, the awarded contractor shall provide the State of Connecticut with a copy of their insurance accord designating the applicable insurance types and amounts as stipulated in the contract document and naming the State of New Jersey as the additionally insured.

19. Prices

Prices are to remain firm for the entire term of the contract.

20. List of Sample Contract Exhibits:

EXHIBIT A State's Standard Terms and Conditions
EXHIBIT A2 LOAD TICKET (EXAMPLE)
EXHIBIT A3 SITE LOAD TRACKING LOG (EXAMPLE)
EXHIBIT A4 TRUCK LOAD DEDUCTIONS (EXAMPLE)
EXHIBIT B PRICE PROPOSAL
EXHIBIT C CONNECTICUT DISASTER DEBRIS MANAGEMENT PLAN (2007)

IV. Bidder's Technical Proposal

1. All proposals will be evaluated based on

   - Experience of firm in similar size and scope debris monitoring projects under FEMA regulations.
   - Experience of project manager or project management team to be assigned to NJ.
   - Ability to mobilize as needed throughout the State.
   - Strength of Technical Proposal

   Price will also be a factor, but will be considered after the factors above are scored.

   One or more contracts will be awarded to the firm(s) whose proposal is most advantageous to the State, price and other factors considered.

2. The State reserves to enter into negotiations with one Bidder or multiple bidders. The purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple bidders. Negotiations will be structured by the DPP to safeguard information and ensure that all bidders are treated fairly.

3. Proposals should contain:

A) Technical Proposals - The bidder's technical proposal will address its technical approach to the provision of services outlined in this contract including:

   1. Disaster Debris Monitoring Services
   2. Preparedness, Response and Recovery Planning and Consulting Services

   3. Public Assistance/Cost Recovery Services

      a. Cost Tracking capability and approach. Must be consistent with all FEMA requirements
      b. Staff Mobilization capability for New Jersey

c. Equipment/Supplies Mobilization capability
d. Schedule and Structure of Meetings with State and Debris Removal Contractors
e. Work Scheduling and State Priority Management capability
f. Reports and Website Management capability
g. Debris Hotline Call Center Operations:= capability
h. Contractor Damages: capability to track and help the State manage contractor damages.
i. Damage Assessment: capability to assist the State with a damage assessment inventory following Hurricane/Post-Tropical Cyclone Sandy.
j. Debris Estimation: Capability including specificatino of all methodologies to be employed and the circumstances in which each will be employed.
k. Public Information Support capability
l. Truck Certification Procedures concerning enforcement of Minimum vehicle requirements.
m. Field Monitor Employees Identification, Training and Daily Operations:
n. Daily Field Monitor Operations:
o. QA/QC Program:
p. TDSRS Monitoring and Support
q. TDSRS Tower Monitoring:
r. Public Drop-Off Site Operations:
s. Other TDSRS Support Services:
t. Data Administration and Invoice Reconciliation
u. Data
v. Funding Support Services to assist the State to Obtain FEMA assistance and comply with all FEMA requirements and guildelines.
w. DOT Coordination and Road List Database Development: to assist the State in obtaining reimbursement from FEMA and FHWA where possible.

D) All applicable licenses or specific plans to become licensed as soon as possible.
E) Price Proposal (in a separately sealed envelope) using the form attached hereto as Exhibit B.
F) Bidder Primary Contacts – Bidder must specify a project manager or project management team for this contract and provide the qualifications of the proposed project manager or each menger of the team.
G) Provide summaries of the firms' experience in other contracts of similar size and scope.

V. Proposal Requirements

a. Signed Terms and Conditions;
http://www.state.nj.us/treasury/purchase/forms/wtermss.pdf

b. Technical Proposal addressing all items in section IV.

c. New Jersey Business Registration (N.J.S.A. 52:32-44); obtained as explained here: http://www.state.nj.us/treasury/revenue/gettingregistered.shtml

d. Ownership Disclosure (N.J.S.A. 52:25-24.2) and Disclosure of Investigations and Actions Involving Bidder ;

e. : http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf;

f. Executed MacBride Principles Form (N.J.S.A. 52:34-12.2)
http://www.state.nj.us/treasury/purchase/forms/MacBride.pdf;

g. Executed Notice of Set-Off for State Tax (N.J.S.A. 54:49-19
http://www.state.nj.us/treasury/purchase/forms/pbtax.pdf);

h. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.)
   a. instructions at:
   http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_instr%2002_2009.pdf)
   b. form at:
   http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf

i. Vendor Certification (P.L. 2005, c.271)
http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf;

j. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
   1. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate
   http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf; OR
   2. Federal Affirmative Action Approval Letter.

k. Executed Certification of Non-Involvement in Prohibited Activities in Iran (N.J.S.A. 52:32-58)
http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf.

VI. Additional Contract Terms

1. Any claims against the State under this Contract are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et. seq.) and the Contractual Liability Act (N.J.S.A. 59:13-1 et. seq.).

2. All publicity and/or public announcements pertaining to this Contract shall be approved by the State prior to release.

3. This Contract, including, without limitation, and the State's Standard Terms and Conditions, and the RFP, and the bidder's propsoal set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

4. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Contact shall not be added to or incorporated into this Contract by any subsequent Specific Direction or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected, except to the extent required by New Jersey statute, regulation, policy, or guidance or New Jersey local entity ordinance.

5. The documents below shall govern the liability of the Contractor and the State for the services and products being provided by the Contractor in the following order of precedence:

    a. This RFP
    b. The State Standard Terms; and Conditions; and
    c. Contractor's propsoal.

6. No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

7. This Contract may not be amended or modified except by written agreement executed by authorized representatives of each party.

EXHIBIT A

NEW JERSEY DIVISION OF PURCHASE AND PROPERTY WAIVERED SERVICES CONTRACTS STANDARD TERMS AND CONDITIONS

June 29, 2011

By submitting a proposal in response to the Agency Request for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, "Standard Terms and Conditions") are part of any contract(s) awarded or order(s) placed as a result of the Agency Request unless specifically and expressly modified by reference in the Agency Request or in a writing executed by the Director, Division of Purchase and Property or the designee thereof.

I. **DEFINITIONS:** As used in these Standard Terms and Conditions the following terms shall have the definitions set forth in this
paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

"Agency" means the entity on whose behalf the Division of Purchase and Property entered into the Contract. The Agency is the intended beneficiary of the Contract.

"Agency Request" means a request made by an Agency for offers or proposals to provide the sought after goods and/or services as specified herein.

"Bidder" means any person or entity submitting a proposal in response to the Agency Request for the purpose of obtaining a contract to provide the tangible items and/or services specified in the Agency Request.

"Contract" means a mutually binding legal relationship obligating the Contractor to furnish supplies and/or services and the buyer to pay for them, subject to appropriation where the Agency derives its annual budget by means of appropriation from the State Legislature. The Contract consists of these Standard Terms and Conditions, the Agency Request, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the "contract" does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by the Director; using Agencies have no authority to modify or amend the Contract. The State will not be bound by any attempt to modify or amend the Contract without the prior written approval of the Director.

"Contractor" means the person or entity which submits a proposal in response to the Agency Request and to whom (or which) the Contract is awarded.

"Designee" means the representative of a specific public official or Agency, as defined above, duly authorized by same to conduct specific activities and who also has the power to legally bind the official or Agency within the scope of the Contract. Actions taken by an unauthorized designee or which are beyond the scope of the designee's authorization or beyond the scope of the Contract are ultra vires and have no legal or equitable effect.

"Director" means the Director of the New Jersey Division of Purchase and Property or the designee thereof.

"Division" means the New Jersey Division of Purchase and Property.

"Fixed-Price Contract" means a contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

"Project" means the initiative, enterprise, undertaking or services for which the Contractor was contracted.

"Shall" denotes a mandatory condition.

"State" means the State of New Jersey and its agencies.

II. **APPLICABILITY AND INCORPORATION OF STANDARD TERMS AND CONDITIONS:**

These Standard Terms and Conditions will apply to all services contracts made by the Director on behalf of the Agency. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the Agency Request or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the Agency Request and should be read in conjunction with same unless the Agency Request specifically indicates otherwise.

III. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:**

A. **CONTRACTOR'S STATUS:** The Contractor's status shall be that of an independent contractor and not that of an employee of the State.

B. **CONTRACTOR'S CERTIFICATION AS TO ITS REPRESENTATIONS:** The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that its violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for rescission of the contract award. In addition, the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

C. **CONTRACTOR'S PERFORMANCE:** The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. To perform these services, the Contractor shall employ or engage the services of qualified persons and/or entities at its own expense except as otherwise specified in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the State of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.

D. **RESPONSIBILITIES OF CONTRACTOR:**

1) The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known immediately to the Division and Agency.

2) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

3) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

4) Should the Contractor hire, employ or otherwise engage subcontractors, the Contractor shall be considered the prime Contractor and the sole point of contact with regard to contractual matters. The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contract including the performance of all subcontractors.

5) When the Contractor intends to subcontract for any work under the Contract, the subcontractor must be approved by the Director in writing. It is understood, however, that consent of the Director for the subcontracting of any work under the Contract in no way relieves the Contractor from its full obligations under the Contract. In addition, the Contractor must notify and receive the approval of the Agency Project Manager before hiring any sub-contractor for the contract work. The Contractor shall at all times give due attention to the fulfillment of the Contract and shall keep the work under its control. Consent to the subcontracting of any part of the work by the Director in writing shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the subcontractor. The Contractor, shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of the Contract and all requirements of law. The failure of any subcontractor to adhere to the terms of the Contract or requirements of law may, in the Director's discretion, be cause for rescission of the contract award.

6) All payments for services under the Contract will be made only to the Contractor. The Contractor assumes sole and full responsibility for any payments due to its subcontractors under the Contract.

7) Nothing herein or in the Contract shall be construed as creating a contractual relationship between any subcontractor and the State and/or the Agency.

8) The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the State or Agency may have against the Contractor.

E. **INVESTIGATION:** By submitting a proposal in response to the Agency Request, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

F. **PRICE FLUCTUATION DURING CONTRACT:** Unless otherwise set forth in writing by the Director, or the Director's designee, all prices quoted shall be firm and not be subject to increase during the duration of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, the State shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report and/or pass on price reductions may result in the rescission of the contract award for cause.

G. **COST LIABILITY:** The State assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

H. **INDEMNITY/LIABILITY TO THIRD PARTIES:**

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

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

3) The Contractor further agrees that:

a) any approval by the State or Agency of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;

b) the State and Agency assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of the Contract; and

c) the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State or Agency from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

I. **INSURANCE:** The Contractor shall procure and maintain at its own expense, until at least two years after the completion of all work performed under the Contract, extensions and/or modifications thereto, liability insurance for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a proposal in response to the Agency Request, the Contractor expressly agrees that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

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

a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

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

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

$1,000,000 BODILY INJURY, EACH OCCURRENCE
$1,000,000 DISEASE EACH EMPLOYEE
$1,000,000 DISEASE AGGREGATE LIMIT

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

2) The Contractor shall, prior to commencement of the work required under the Contract, provide the Director with a valid original Certificates of Insurance (and a copy thereof to the Agency) as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 1(a), (b), (c) and (d) above.

The certificates shall provide for thirty (30) days written notice to the Director and Agency prior to any cancellation, expiration or non-renewal of insurance during the term required in the Contract, extensions and/or modifications thereto. The Contractor shall further be required to provide the Director with valid original certificates of renewal of the insurance (and a copy thereof to the Agency) upon the expiration of the policies. The Contractor shall also, upon request, promptly provide the Division and/or Agency with copies of each policy required under these Standard Terms and Conditions and the Contract, certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the State's address as listed herein.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms of these Standard Terms and Conditions and the Contract to maintain insurance, i.e. two (2) years after the expiration of the Contract, said certificates shall be acceptable, but the vender shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Agency is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of these Standard Terms and Conditions or the Contract, the State and/or Agency may refuse to make payment of any further amounts due under the Contract or refuse to make payments due or coming due under other agreements between the Contractor and the State. The State, in its sole discretion, may use funds retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the Director may, at the Director's option, either suspend work under the Contract or proceed to default the Contractor and thereby rescind the contract award.

J. **AVAILABILITY OF RECORDS:** The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to additional services required by the State on the Project. Such records shall be maintained and available for the State's and/or Agency's inspection as to all aspects of the work, whether performed by the Contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the Contract expires or in which final payment is received by the Contractor under the Contract, which ever occurs later. (The State's fiscal year is from July 1 through June 30). The Director has the right to request, and Contractor agrees to furnish free of charge, all information and copies of all records which the Director requests. The Contractor shall allow the Director and/or Agency to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Director and/or Agency may be, at the Director's discretion, cause for rescission of the contract award and/or suspension or debarment of the Contractor from State contracts.

K. **DATA CONFIDENTIALITY:** All data contained in documents supplied by the State or Agency after the award of the Contract, any data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the provider of the information. The Contractor is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the Contractor, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees include, but are not limited to, rescission of the contract award and/or legal action without the State being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

L. **NO WAIVER OF WARRANTIES OR REMEDIES AT LAW OR EQUITY:** Nothing in the Contract shall be construed to be a waiver by the State or Agency of any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by the Director. Further, nothing in the Contract shall be construed to be a waiver by the State or Agency of any remedy available to the State or Agency under the Contract, at law or equity except as specifically and expressly stated in a writing executed by the Director.

M. **OWNERSHIP OF MATERIAL:** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e. the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

N. **PUBLICITY:** Publicity and/or public announcements pertaining to the project shall be approved by the Agency prior to release.

IV. **CONTRACTUAL RELATIONSHIP:**

A. **ASSIGNMENT:** The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the Director. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Director shall not relieve the Contractor of any duty; obligation or liability assumed by it under the Contract and shall be cause for rescission of the contract award.

B. **MERGERS, ACQUISITIONS AND DISSOLUTION:**

1) Merger or Acquisition: If, subsequent to the award of any contract resulting from the Agency Request, the Contractor shall merge with or be acquired by another firm, for purposes of this contract only, the documents set forth below must be submitted to the Director for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award for cause. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.

a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

b) State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to the provisions contained herein.

c) Vendor Federal Employer Identification Number.

d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Contractor must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Director.

2) Dissolution: If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director, in writing, the names of the parties proposed to perform the contact and the names of the parties to whom payment should be made. No payment will be made until all parties to the dissolved partnership, joint venture or corporation submit the required documents to the Director. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

C. **NOTICE:** The Contractor shall promptly provide notice to the Director and Agency of all information related to its merger, acquisition and/or dissolution.

V. **ADDITIONAL TERMS:**

A. **CONTRACT AMOUNT:** The estimated amount of the contract(s), when stated in the Agency Request, shall not be construed as either the maximum or minimum amount which the State and/or the Agency shall be obligated to order or expend as the result of the Agency Request or any contract entered into as a result of the Agency Request.

B. **PERFORMANCE SECURITY:**

1) Performance Security: If performance security is required in the Agency Request, the successful bidder shall furnish performance security in such amount on any award of the Contract or line item purchase. See, N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

a) an irrevocable security in the amount listed in the Agency Request payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; and

b) a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey, as beneficiary issued by a federally insured financial institution.

c) the amount of the performance security will be stated on the cover sheet to the Agency Request. If the requirement for performance security is expressed as a percentage, security will be required only if the total amount of the Contract exceeds $250,000.

The Performance Security must be submitted to the Director within thirty (30) days of the effective date of the contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in rescission of the contract award for cause and nonpayment for work performed.

C. **TIME PERIODS:** The Director may extend or shorten any time period specified in the Contract for good cause. Moreover, when, in the discretion of the Director, non-performance by the Contractor may affect the health, safety or welfare of the State, the Director may dispense with any time period specified Paragraph VII B herein.

D. **TAX CHARGES:** The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

VI. **MANDATORY COMPLIANCE WITH LAW:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the State, the Director, the Division or the Agency. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 185 W. State Street, Trenton, New Jersey 08625.

A. **BUSINESS REGISTRATION:**

1) All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

2) Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html

3) Before performing work under the contract, all sub-contractors of the contractor must provide to the contractor proof of New Jersey business registration. The contractor shall forward the business registration documents on to the using agency.

B. **AFFIRMATIVE ACTION:** The Contractor shall not discriminate in employment and agree to abide by all antidiscrimination laws including those contained within N.J.S.A. 10:2-1 thorough N.J.S.A. 10:2-4, inclusive, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-38 and all rules and regulations issued thereunder as set forth in the attached Supplement to Bid Specifications.

C. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq.

D. **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

1) **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or http://www.nj.gov/labor/lsse/lspubcon.html.

E. **OWNERSHIP DISCLOSURE:** Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

F. **BIDDER'S WARRANTY:** By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in rescission of the contract award without the State being liable for damages, costs and/or attorney fees or, in the Director's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

G. **MACBRIDE PRINCIPLES:** The Contractor shall comply with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:34-12.2.

H. **CODES:** The Contractor shall comply with the requirements of the New Jersey Uniform Commercial Code, the latest National Electrical Code, Building Officials & Code Administrators International, Inc. (B.O.C.A.) Basic Building Code and Occupational Safety and Health Administration to the extent applicable to the Contract.

I. **P.L. 2004, C.57.** The contractors and its subcontractors must comply with P.L. 2004, C.57, which requires the contractor and its subcontractors to collect and remit applicable State use tax to the New Jersey Division of Taxation on the sale of all goods and services in the State of New Jersey subject to the provisions of the "Sales and Use Tax Act," P.L. 1966, C.30 (N.J.S.A. 54:32B-1 et seq.).

J. **COMPLIANCE WITH NJSA 19:44A-20.13 ET SEQ.** All contractors are required to comply with the "pay to play" disclosure requirements set forth in the statutes. Compliance requires the contractor to submit the Executive Order 134 Certification and Disclosure (DPP134-C & D). In addition, the contractor is under a continuing duty to disclose during the time of the contract all contributions made during the term of the contract covered under the statute. Towards satisfying that duty, the contractor shall submit the Continuing Disclosure of Political Contributions (DPP134-CD) when required under the statute. Failure to comply with any of the requirements of the statute may result in the termination of the contract. All forms and instructions are available on the Division of Purchase and Property web-site: http://www.state.nj.us/treasury/purchase/forms.htm.

K. **COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2.**

1) NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision applies to all contractors and sub-contractors performing such contracts for the State. This provision is not applicable to a contract that is "primarily for the performance of services" if:

a) the Director, Division of Purchase and Property or the Director, Division of Property Management and Construction certifies in writing a finding that a service is required by the Executive Branch of the State and that the service cannot be provided by a contractor or sub-contractor within the United States and the certification is approved by the State Treasurer; or

b) the Director, Division of Purchase and Property, or the Director, Division of Property Management and Construction, certifies in writing that the inclusion of the provision set forth within the statute for a contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof, and the certification is approved by the appropriate approval officer.

2) SOURCE DISCLOSURE REQUIREMENTS

Pursuant to NJSA 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:

a) The location by country where services under the contract will be performed; and

b) The location by country where any subcontracted services will be performed.

Accordingly, the vendor should submit the Source Disclosure Certification Form filled out with the sourcing information required for it and any proposed subcontractor under the contract with the State. If the information is not submitted with the vendor's proposal, it shall be submitted within five (5) business days of the State's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR.

3) BREACH OF CONTRACT

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section VII B (3) (c). of the Waivered Contracts Standard Terms and Conditions, unless the Director shall have first determined in writing that the service can not be performed in the United States.

L. **SET-OFF FOR STATE TAXES AND CHILD SUPPORT:** Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

M. **STANDARDS PROHIBITING CONFLICTS OF INTEREST:** The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with the State or Agencies:

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

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

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

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

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

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

N. **SUBCONTRACTORS:** A vendor that will subcontract any of the work or services to be provided under the contract shall submit with its proposal to the agency a **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf

O. **P.L. 2005, C 271.** Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us/

VII. **PROJECT SUSPENSION AND RESCISSION OF THE CONTRACT AWARD:**

A. **SUSPENSION OF PROJECT:** If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Director may suspend this contract upon seven (7) days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Director, the Contractor shall immediately discontinue all work under the Contract. Upon such notification the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The State may order that the work on the project be stopped temporarily, and upon seven (7) days written notice from the Director, the Contractor shall cease all work on the project except as necessary to properly secure the project. If the State directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this contract, plus additional compensation for any work necessitated by the stop order as approved by the Director in writing.

However, In the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Director (at the State's discretion), it shall be incumbent upon the Contractor to continue the service if requested by the Director to do so, until new services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration or rescission date of the existing contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Director.

B. **RESCISSION OF THE CONTRACT AWARD:** The Director may rescind the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

1) For Convenience: Not withstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Agency Request for the convenience of the State, upon no less than 30 days written notice to the contractor.

2) For Cause:

a) Where a Contractor fails to perform or comply with the Contract and/or fails to comply with the complaints procedure set forth in N.J.A.C. 17:12-4.1, et seq., the Director may rescind the contract award upon ten (10) days notice to the Contractor with an opportunity to protest said rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the informal hearing, if necessary, and issue a final agency decision regarding rescission of the contract.

b) Where a Contractor continues to perform a contract poorly as demonstrated by one or more formal complaints resolved against it, the Director, or the Director's designee, may issue a Notice of Intent to Rescind the Contract Award with a ten (10) day opportunity for the Contractor to protest such rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the hearing, if necessary, and issue a final agency decision regarding rescission and related issues including, but not limited to, damages payable to the State, subject to Paragraph VII B(5).

c) The Director's right to rescind the contract award for cause includes any reason set forth in any other provision contained in the Contract.

d) The failure of a Contractor to respond to the Director's notice of intent to rescind the contract award within the ten (10) day period automatically converts said notice into a final agency decision without further action of the Director.

e) The Director's right to rescind the contract award for cause includes the Contractor's performance on any other State contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the contractor to fulfill its contractual obligations. The Director may also rescind any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

3) In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

4) Upon a rescission of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of rescission that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Director, shall bear to the total services contemplated under this contract, less payments previously made.

5) Except for termination of the contract by the Director for convenience, upon rescission of the contract award, the Director may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been rescinded the difference in price, and the said Contractor shall be liable for same.

6) All protests of the Director's intent to rescind a contract award must be accompanied by a statement of the factual and/or legal basis of the protest and copies of all documents which the Contractor believes support its position.

7) If Director determines that an informal hearing is required, said informal hearing shall be conducted by the Director, or the designee thereof, prior to the issuance of the final agency decision regarding the interpretation of the Contract, Contractor performance and/or rescission of the contract award.

VIII. **CONTRACTOR COMPENSATION:**

A. **PAYMENT TO CONTRACTOR:** The Contractor is authorized to submit invoices monthly for tasks and/or sub-tasks satisfactorily completed. However, payment for goods and/or services purchased by the State or Agency will only be made against Official New Jersey Payment Voucher along with supporting documentation substantiating that the work has been satisfactorily completed. Invoices must reference the tasks and/or sub-tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted for each task and/or sub-task of the Contract and shall otherwise be in accordance with the terms of the Contract. The State bill form in duplicate together with the original Bill of Lading, express receipt or other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the Agency. Notwithstanding Section VIII B, payment will not be made until the Agency has approved payment.

B. **NEW JERSEY PROMPT PAYMENT ACT:** The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et. seq. requires State agencies to pay for goods and services within sixty (60) days of the Agency's receipt of a properly executed New Jersey Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, which ever is later. Properly executed performance security, when required, must be received by the Division prior to processing any payments for goods and services accepted by the State and/or the Agency. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid unless it exceeds $5.00 per properly executed invoice. A good faith dispute creates an exception to the Prompt Payment Act. Except as noted above, cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

C. **AVAILABILITY OF FUNDS:** The State's obligation to make payment under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available each fiscal year to the using agency by the State Legislature.

D. **RETAINAGE:** If retainage is required on the Contract, the State and/or Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the Contractor and acceptance by the Agency of all services, deliverables or work products required by the Contract.

For ongoing term contracts, the Agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the Agency will review the Contractors performance and if performance has been satisfactory, the Agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by the Agency's project manager, if any, that all services have been satisfactorily performed.

IX. **NOTICES:** All notices required under this contract shall be in writing and shall be validly and sufficiently served by the Agency and/or Division upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addresses set forth in the Contract.

X. **CLAIMS:** The following shall govern claims made by the Contractor against the State concerning interpretation of the Contract, Contractor performance and/or rescission of the contract award:

All claims asserted against the State and/or Agency by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

XI. **APPLICABLE LAW:** This agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT

NAME

TITLE

COMPANY NAME

DATE

EXHIBIT A2

State of Connecticut

DEBRIS LOAD TICKET

TICKET NO.:

BOX A – GEOGRAPHIC INFORMATION

Assigned Debris Control Zone#: _____

Municipality: _____

BOX B – CONTRACTOR INFORMATION

Prime Contractor Name/Address: _____

Sub-contractor Name/Address: _____

Driver Name (Print & Sign): _____

Truck/Trailer No: _____ Measured Bed Capacity in Cu. Yds.: _____

LOAD TICKET – CURBSIDE

BOX C – DEBRIS AREA – CURBSIDE

State Road/Highway: _____
(Street address or nearest intersection)

Municipal Road: _____

Federal Highway: _____

Other: _____

Debris Type: ☐ Vegetation ☐ C&D ☐ Mixed Debris
☐ Other, define _____

Departure Date: _____ Time: _____

Truck Mileage on Departure: _____

Loading Site – Field Monitor:

_____
Print Name Signature

BOX D – DEBRIS DISPOSAL LOCATION ***(for debris collected and noted in Box C above)***

☐ TDSRS
☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location:

_____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

"I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law."

Fixed Site Monitor or SW Facility Representative:

_____
Print Name Signature Date

BOX E – REMARKS:

BOX F – TICKET DISTRIBUTION
White – to Field Monitor
Yellow – to Fixed Site Monitor
Green, Pink and Blue – to Driver

LOAD TICKET – TDSRS

BOX G – DEBRIS LOADING AREA – TDSRS

TDSRS Location: _____
(Street address or nearest intersection)

Debris Type: ☐ Clean Wood ☐ C&D ☐ Mixed
☐ Other, define _____

Departure Date: _____ Time: _____

Starting Mileage: _____

Destination: _____

Truck Driver Signature:

_____
Print Name Signature

Loading Site – Fixed Site Monitor:

_____
Print Name Signature

BOX H – DEBRIS DISPOSAL LOCATION ***(for debris loaded as noted in Box G above)***

☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

"I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law."

Fixed Site Monitor or SW Facility Representative:

_____
Print Name Signature Date

BOX I – REMARKS:

BOX J – TICKET DISTRIBUTION
White – to Fixed Site Monitor
Yellow, Green – to Solid Waste Facility Authorized Agent
Pink and Blue – to Driver

EXHIBIT A3 DEBRIS DISPOSAL SITE LOAD TRACKING LOG (EXAMPLE)

DEBRIS DISPOSAL SITE LOAD TRACKING LOG

Date:	Debris Monitoring Supervisor's Name:	Debris Removal Contractor Site Representative's Name:

Weather a.m.:	Weather p.m.:
Location:	Debris Monitor's Name(s):

Truck No.	Ticket No.	Debris Removal Contractor Ticket Owner	Estimated Quantity (CY, Tons, Each Unit)	Debris Monitor's Initials	Load Accepted	Load Denied	Remarks

EXHIBIT A4 TRUCK LOAD DEDUCTIONS

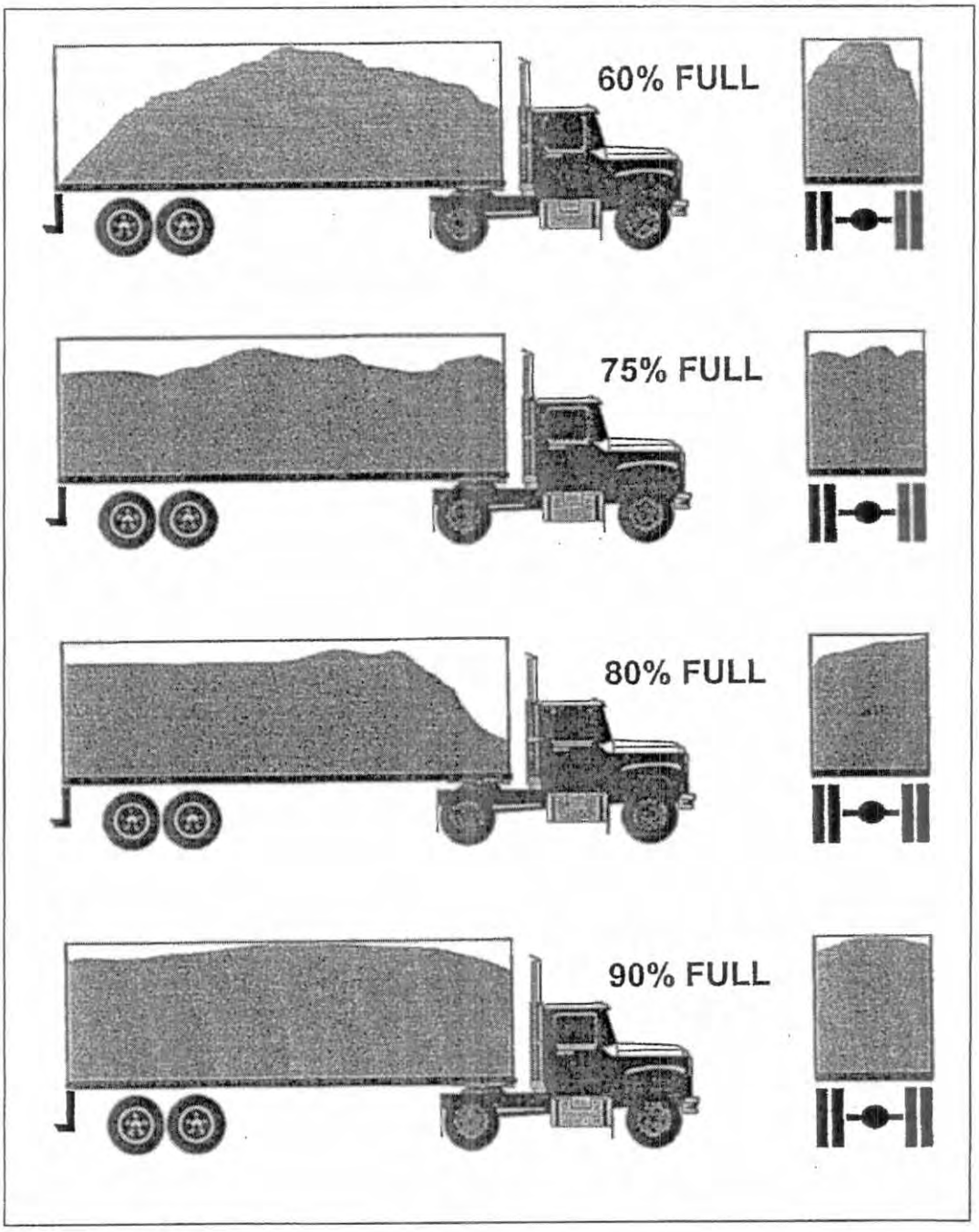

Exhibit B
New Jersey Department of Environmental Protection
Debris Monitoring Contract
Price Sheet

Name: _____
Telephone Number: _____
Fax: _____
Email: _____

HOURLY RATES – Proposal
Payment to this contract award is based on the hourly rate per person dedicated and working on the job. The hourly rate includes all overhead, administrative costs, per diem costs, transportation costs, and other direct or indirect charges. Actual numbers of personnel required will be determined at the time the Contract is activated and agreed to by both the State and Awarded Contractor.

Position Function	***Rate per Hour $***
Project Manager	
Debris Monitoring Operations Manager	
Field Debris Supervisor	
Field Debris Monitor	
Fixed Site Debris/Tower Monitor	
Project Coordinator/ Technical Employee (Support Staff)	

Additional available personal if required and authorized by the State.	***Rate per Hour $***
Senior Planner	
Senior Engineer	
Principle in Charge	
FEMA Grant Manager	
Data Manager	
GIS Programmer	
Environmental Specialist	
Assistant Engineer	
Assistant Analyst	
Billing / Invoice Analyst	

Safety Specialist

Analytical aide

GIS Analyst

Data Entry Personnel

Equipment	*Rate for each*
Electronic ticketing device **(To be implemented by written authorization of the State)**	

EXHIBIT C

CT DAS CONTRACT AWARD 08PSX0027
DISASTER DEBRIS MANAGEMENT OPERATIONS FOR EMERGENCY RESPONSE AND RECOVERY

EXHIBIT A

Introduction

This contract is for the purposes of securing services for efficiently removing large volumes of disaster-generated debris from areas of the State of Connecticut as necessary, in a timely and cost-effective manner and lawfully managing the recycling and disposal of the debris following a natural disaster or destructive event.

The State intends that this award will provide for emergency roadway and right-of-way debris clearance and for debris removal and disposal that will be activated on an as needed basis at the discretion of the State. The State will assume ownership of the debris upon the collection and removal from rights-of-way or public property.

The State of Connecticut is divided into five Assigned Debris Control Zones, as defined by the State of Connecticut's Department of Emergency Management and Homeland Security. In the event the State's municipalities cannot effectively manage debris removal in their own geographical territories, the State may provide assistance to the local government through this contract. The State will be the named Public Assistance Applicant for Federal assistance in all cases.

The State will be seeking to qualify under the Federal Emergency Management Agency's Public Assistance (PA) Pilot Program so as to be in a position to benefit from the incentives offered under this Federal Program.

During a disaster debris clean-up effort, an effective coordinated operation under a unified command will be required between the PA Applicant (State) and FEMA to ensure that debris removal operations are efficient, effective, and comply with eligibility criteria for FEMA PA funding.

Connecticut's Approach to Debris Management: The State has two primary documents that cover natural disasters and related response and operations:

(1) The State Natural Disaster Plan, 2006

(2) The State Disaster Debris Management Plan, 2007 draft which is an annex to the *State Natural Disaster Plan*. A final Debris Management Plan is expected to be approved by Summer 2008. Strategies for the cleanup of debris are presented in both of these Plans. Awarded Contractors are expected to be familiar with these documents and have a thorough understanding of each. www.ct.gov/demhs and www.ct.gov/dep

As a result of Connecticut's limited landfill capacity, the following strategies are incorporated into Connecticut's debris management planning:

- Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options;
- Utilize volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities.
- Use Connecticut's solid waste management infrastructure as efficiently as possible;
- Rely on permitted Transfer Stations to transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Rely on permitted Volume Reduction Facilities to reduce and transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Consider alternative technologies for managing portions of the debris waste stream, in-state or out-of-state, such as biomass facilities; and
- Use approved Temporary Debris Storage and Reduction Sites (TDSRS) for processing debris for recycling and disposal.

Debris cleanup will be based on recycling and material separation at the point of initial pickup to the extent possible, with additional segregation occurring at a TDSRS. Recycling of debris removed by the Contractor to the greatest extent practicable is expected. This approach will be used in order to minimize disposal and reduce potential threats to human health and safety. The goal will be to maximize potential beneficial reuse processing and recycling options. This is consistent with the State's statutory waste management hierarchy where source reduction and recycling are highest priority, as well as being consistent with the state mandated recycling laws. Refer to the State Solid Waste Management Plan, December 2006, www.ct.gov/dep/swmp, for more information on Connecticut's solid waste management policies, programs, and infrastructure.

Contract Utilization

Contractor will not commence services unless authorized to do so by the State. Ashbritt, Inc. is designated as the primary contractor and shall be the initial contractor contacted by the state in the event services are required. The State reserves the right to utilize a secondary contractor for services should it be necessary.

Performance Bond

Prior to State authorized services, the awarded contractor will provide the State of Connecticut with a performance bond in the amount(s) that will be negotiated prior to an event and before services are to commence. Such surety may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco at the State Office Building, 165 Capitol Ave., Hartford, CT 06106 DAS Procurement Services, 5th floor South.

Insurance

Insurance requirements are set forth in the contract document. Prior to commencing services, the awarded contractor will provide the State of Connecticut with copies of insurance required and representative of the required amounts. Certificates of insurance shall name the State of Connecticut as the additional insured.

Prices

Prior to a disaster event, no costs will accrue.

Prices are to remain firm for the initial the first three-year term of the contract. In the event this contract is extended for an additional term, price increases may be requested and will be considered. Such requests shall be submitted in writing to:

Paul Greco
DAS Procurement Services
165 Capitol Ave. Hartford, CT 06106
5th floor South.

I. Scope: The following are minimum requirements to services to be provided. However the awarded Contractor's detailed Management, Operations, Technical and Billing Approach" is found on page thirty one (31) of this exhibit.

The Contractor shall provide equipment, operators, and laborers for debris removal operations that includes, but is not limited to, segregation, removal, hauling, disposal, and structural demolition on public lands and public right of ways (ROW) and in some cases as determined necessary by the State, private property.

The Contractor will serve as the general contractor for the purpose of debris removal and disposal operations, and will utilize additional resources to include subcontract resources, to meet the obligations of the contract. The Contractor shall have an established management team and established network of resources to provide the necessary equipment and personnel to perform comprehensive debris removal and volume reduction operations.

In addition, the Contractor will be required to participate in State directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the State.

Pre-event Planning:

- **Temporary Debris Storage and Reduction Sites (TDSRS):** The Contractor shall provide pre-event planning services to assist the State for identifying a sufficient number of potentially suitable TDSRS locations throughout the State for suitable and efficient debris removal operations.

- **Aggregation sites for abandoned and damaged vehicle and vessels:** The Contractor shall provide pre-event planning services to assist

the State in identifying potentially suitable locations for aggregation sites for abandoned and damaged vehicles and vessels.

Load Tickets: Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards or units as identified in the cost schedule (Exhibit B entitled Price Schedule) and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS or final recycling or disposal facility will require a validated load ticket (Exhibit A2 entitled Load Ticket). Drivers will be given load tickets at the loading site by the State or by its' designated Agent (i.e., a separate Contractor responsible for monitoring debris operations), the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) by the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) at the TDSRS by the State or its designated agent, the Fixed Site Debris Monitor/Tower Monitor. The estimated quantity will be recorded on the load ticket. Debris being hauled to a permanent disposal facility or recycling facility will be paid based on cubic yards or units as identified in the cost schedule and the distance hauled recorded on a validated load ticket. The State will be responsible for all tipping fees at a final disposal site that has been chosen by the State. The Contractor will be reimbursed for the transport and tipping fees for the disposal of debris. Payment will be made against the Contractor invoice once the load ticket has been reconciled with the records of the State or its designated agent (i.e., Debris Monitoring Contractor). The State will be the recipient of any revenues generated from the salvage value of the recyclable debris.

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

Final Disposal: The Contractor will be responsible for identifying three potential final disposal sites and associated tipping fees and three potential recycling facilities and associated fees and will report this information to the State. Both in-state and out-of-state facilities must meet all applicable environmental standards and regulations. The State will have final approval for the ultimate disposal location of disaster debris.

Project Management: The Contractor's project management shall provide the following:

A. Mobilization: When a major disaster occurs or is imminent, the State, through the Commissioner of Department of Emergency Management and Homeland Security/State EOC or his designee, will contact (either verbal or written Notice to Proceed) the Contractor to advise them of the State's intent to activate the contract. The State, upon contacting the Contractor, may issue a Task Order for Disaster Response Planning. (See Exhibit A3 entitled Sample Task Order) The issuance of this Task Order will allow the Contractor to begin pre-mission preparations and facilitate the immediate response once the recovery begins. The Contractor shall commence performance within (24) hours of receipt of Notice to Proceed. The Contractor will begin coordination with the State EOC. The Contractor will mobilize and deploy a Pre-Execution Planning Team that will report to the State EOC designated person within 12 hours of Task Order issued. The Team shall consist of the following members:

- Operations Manager,
- Operations Planner, and
- Environmental Health and Safety Manager.

The team will deploy to a location identified by the State EOC designated person. The Team will function as part of an interagency debris planning team. The Team will provide technical assistance for the following activities:

- Estimation of debris volumes,
- Sectoring disaster area for most efficient debris management,
- Final selection of TDSRS and final recycling and waste disposal facilities,
- Determining personnel and equipment resources (crews) required, and
- Performing environmental health and safety evaluations.

Prior to commencing debris removal operations and within three days after the Task Order is issued, the Contractor shall submit to the State EOC designate a preliminary Management/Operations Plan (See Exhibit A4 entitled Management Plan/Operations Plan Minimum Requirements) which describes the organizational structure and key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the geographic area management, safety requirements, the Contractor Quality Control Plan, and approaches to debris waste reduction and recycling. The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial 7-day period. Operation locations will be decided upon in conjunction with the State EOC.

No later than 7 days after the Task Order is issued, the Contractor shall provide a final Management and Operations Plan describing all aspects of the debris management mission. Maximum allowable time for debris removal and cleanup shall be negotiated at the time the scope of work and geographic area(s) are identified.

The Plan shall be updated by the Contractor as necessary and as required by the State EOC designated person. The Contractor's final Management Plan/Operation Plan shall include a safety component that outlines an Accident Prevention Program (APP). The Contractor's APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers. The contractor shall not commence physical work at an Assigned Debris Control Zone or TDSRS until the APP Program has been accepted by the State EOC designated person.

During implementation of services, the Contractor shall attend any and all meetings convened by the State with respect to the clean-up effort, when directed by the State to do so or otherwise necessary to carryout the work.

The State EOC designated person will issue subsequent Task Orders to mobilize and begin debris clearance, debris removal, and debris reduction operations. Once tasked, the Contractor will provide a minimum of 5 crews within 24 hours of a Task Order to commence debris removal operations. A typical crew is composed of the following:

- 5 dump trucks 16-20 CY capacity with drivers;
- 1 front end loader with operator;

- 1 foreman / Quality Control;
- 3 laborers / flagmen.

All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only, unless night hauling is authorized through an Emergency Authorization or other directive from the State EOC designated person and / or FEMA. The Contractor shall manage debris pick-up TDSRS operations to coincide with hauling operations during daylight hours, 7 days per week or as defined in the Emergency Authorization (*permit to operate*) issued by the CTDEP in response to the storm event.

The Contractor shall use only designated debris locations/areas including TDSRS as directed by the State. The Contractor shall be responsible for mobilization, operations and demobilization at the TDSRS.

Demobilization. Upon completion of all clean-up work, the Contractor shall remove all equipment, and close out TDSRS as per the requirements of the State and specifications contained herein.

B. Provision of an Operations Manager to coordinate with other State and Federal agencies, municipalities and local utility companies on the disaster debris management effort. Provision of Operation Supervisors to serve in the field as Point-of-Contacts.

1. The Contractor will provide an Operations Manager (OM) and a designated alternate for each awarded Assigned Debris Control Zone to the State's EOC to serve as the principal liaison between the State and the Contractor's workforce. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the resources of the Contractor. The OM shall be on-call 24 hours per day, seven days per week as specified by the State. The Contractor shall have electronic capability for transmitting and receiving relevant information and for making arrangements for on-site accommodations. Communication ability shall provide immediate contact via cell phone, fax machine, and have inter-net capabilities. The OM will participate in daily meetings, functioning as a primary source to provide relevant information to the Contractor's workforce and to the State EOC designated person. While this position will not require constant presence, the OM will be required to work a full workday, typically more than eight hours per day, and be on call and physically capable of responding to the State EOC designated person within 30 minutes of notification.

2. The Contractor OM shall be NIMS compliant and shall maintain records of such training and provide documentation to this effect. The Contractor shall retain records for a period of three years following the close-out of the project and shall make such records available for review by the State.

3. The Contractor OM shall coordinate with the State on all Preliminary Damage Assessments (PDAs) and operations.

4. The Contractor OM shall make recommendations to the State regarding distribution of State work assignments and priorities.

5. The Contractor OM shall assist the State in the dissemination of information for the public regarding pick-up schedules, disposal methods, ongoing activities, and self-help.

6. The Contractor OM shall assist the State under other related project management activities.

7. The Contractor OM shall assign one or more Operations Supervisor (OS) to serve in the field as the Contractor's day-to-day point of contact and representative with the State as the need arises to perform field operations. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible by the State to allow an individual OS to represent the Contractor OM.

8. The Contractor employees shall cooperate to the full extent with oversight personnel individuals but not limited to federal agencies, State authorities or its designated agent (i.e., monitors), and State and local response personnel. Failure to do so may indicate serious non-conformance to contract conditions.

C. Administration: Provide administrative support and track all costs incurred during the cleanup; prepare reports and other documents necessary to adequately document emergency response, management and recovery; document management; worker safety; and other.

1. Costs incurred with Debris Management Operations: Payment for debris hauled will be based on the quantity of debris hauled in a truck as measured in cubic yards or tons and the distance hauled depending on where the debris is taken, to a TDSRS or final recycling or disposal facility. Load tickets will be the documentation necessary for the contractor to receive payment. The State will reimburse the Contractor for transport and tipping fees at final recycling or disposal facilities. Prior to final disposal, the Contractor will provide to the State three bids for final recycling or waste disposal facilities. The State will, in turn, perform due diligence and make a determination of the final recycling or waste disposal facility and shall inform the Contractor. The Contractor will be required to transport the debris to the chosen facility.

2. Load Tickets/Measurements: If required Debris Removal Contractor will have the responsibility of installing truck scales at their expense (see Section 1.C.3. Portable Scales at TDSRS). Trucks will be weighed both entering and leaving the debris management site(s) and the weight of the load will be the calculated difference. The debris removal Contractor will be required to use either the volume method or the weight method for all loads hauled to any one debris management site, and will not be allowed alternate methods. The authorized debris monitors working for the State and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks when measurements are to be volume based.

Authorized monitors under separate State contract are the final authority. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Exhibit A5 entitled Truck Load Deductions.

Load Tickets: Load Tickets shall be in the possession of the Debris Monitoring Contractor. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors. The Load Ticket is a dual use ticket covering either of the following scenarios:

- **Load Ticket: From Curbside Initial Pickup (Scenario #1)** records the loading and transport of debris from the public right-of-way to the TDSRS or directly to final recycling facilities or final disposal facilities, both in-state and/or out-of-state.
- **Load Ticket: From TDSRS (Scenario #2)** records the loading and transport of processed and segregated debris from a TDSRS to recycling facilities or final disposal facilities.

A minimally required Load Ticket is found in Exhibit A2. The Load Ticket is a five-part ticket. The Load Ticket is the primary record for the monitoring and measuring of debris removal operations. Note: Contractors may choose to utilize an Automated Debris Management System (ADMS).

The following describes the procedures that will be used in the use of the Load Tickets:

- **Scenario #1. From Curbside Initial Pickup: Initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling facilities or disposal facilities.**

From Curbside - Initial Loading Site: The first part of the ticket shall be completed at the initiation of each load in the public right-of-way, signed by the Field Debris Monitor and will be retained by the Field Debris Monitor. The Field Debris Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their Field Debris Supervisor. The Field Debris Monitor shall remove the first of the five part ticket and then give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor Driver. The Driver, as directed, can then transport the debris to one of the following designated sites: a TDSRS or may take the debris to a final disposal facility or recycling facility, both in-state or out-of-state, if it has been determined that this is the appropriate action.

(1) To TDSRS – Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to the Fixed Site Debris/Tower Monitor at the Inspection Station/TDSRS. That Fixed Site Debris/Tower Monitor will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the Ticket. The second part of the five-part ticket shall remain with the Fixed Site Debris/Tower Monitor. The Fixed

Site Debris/Tower Monitor is required to turn in the second of the five-part ticket at the end of each day to their supervisor. The other remaining three parts of the five-part ticket shall be given to the driver, to be turned in to the Debris Removal Operations Contractor representative.

(2) To Final Disposal Facility or Recycling Facility, both in-state and out-of-state, Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to a Debris Monitor stationed at the facility and or a duly authorized representative of the Solid Waste Disposal facility. The Debris Monitor and the authorized representative at the Solid Waste Disposal facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket and shall keep the second and third parts. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The driver will retain the fourth and fifth part of the Load Ticket to be turned in to their respective Debris Removal Contractor representative.

- **Scenario #2. Loading of segregated and/or processed waste materials at the TDSRS for transport to the final recycling facility or final disposal facilities.**

From TDSRS Loading Site: The first part of the Load Ticket shall be completed at the TDSRS, signed by the Fixed Site Debris/Tower Monitor, and will be retained by the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their supervisor. The Fixed Site Debris/Tower Monitor shall give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor driver.

(2) To Final Recycling Facility and Disposal Facilities: The driver will hand the remaining four parts of the Load Ticket to the duly the Debris Monitor and or the authorized representative of the final recycling or disposal facility. The Debris Monitor and or the authorized representative of the facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the load ticket. Parts two and three of the five-part Load Ticket shall remain with the authorized representative of the final disposal site. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The other remaining parts of the load ticket, four and five, shall be given to the driver, to be turned in to their respective Debris Removal Operations Contractor representative.

3.Portable Scales at the TDSRS

The State may direct, at the pre-event planning stage or at a later time period, the Contractor to install portable scales at a particular TDSRS, and to use weight as the method for determining quantities. The Contractor will provide a price for installing and maintaining such portable truck weighing scales on Exhibit B Price Schedule Item – I Project Management. Contractor provided scales shall be pre-registered with the State of Connecticut and be NTEP approved. A registered service person must locate and put in-place the scales. The weigh master must be a registered public weigher with the State of Connecticut Department of Consumer Protection. Invoices for

work performed will be submitted using the alternate unit prices for tons provided, where shown, on the Exhibit B.

4. Animal Carcasses

Payment for animal carcasses hauled to an authorized disposal facility will be based on the prices submitted on Exhibit B, item III D-8.1 and will include collection/loading costs, transportation costs and processing costs based on a "fully loaded mile". Payment will be made against the Contractor's invoice once the Field Debris Monitors and/or Fixed Site Debris/Tower Monitors and load tickets and/or scale tickets match.

5. Temporary Storage of Documents

The Contractor shall provide protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State EOC designee when requested.

6. Worker Safety

The Contractor shall supervise and direct all work related to both debris collection/transport and management of the TDSRS, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor (s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor shall comply with all applicable safety and health protection codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

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

D. Determine eligible vs. ineligible debris for FEMA Public Assistance funding

1. Eligible Debris Eligible debris is debris caused by the disaster in a declared county and on public property and which has been properly documented are the four main requirements of FEMA. Eligible debris under this contract is limited to only that debris that FEMA determines eligible for the disaster event and is consistent with FEMA regulations and Public Assistance guidance. Payment will only be made for that debris meeting FEMA eligibility guidelines.

The Contractor shall arrange for collection and disposal of debris in a manner complying with all applicable Federal, State and local laws and regulations. Any ineligible debris collected by the Contractor shall be properly disposed of at the Contractor's expense. Any loads rejected at the final recycling or disposal facility shall be the Contractor's responsibility.

2. Reporting and Documentation; Recordkeeping The Contractor shall provide and submit to State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA/State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the contract awarded as a result of this RFP and its performance. Such records shall be maintained and kept in their original form for a period of three years after the completion of the project; and shall be available to the State at any time.

E. Determine the method and manner of debris removal and lawful disposal operations consistent with this Scope of Work and the State of Connecticut Disaster Debris Management Plan, 2007 draft, or as amended.

1. Debris Collection

The Contractor shall be responsible for collecting and removing, from public rights-of-way and public property, all debris to: a TDSRS for volume reduction in preparation for final recycling and/or waste disposal facility (either in-state or out-of-state) or directly from the curb to a final recycling or disposal facility; and from a TDSRS to a final recycling or final disposal (in-state or out-of-state). The work shall consist of clearing and removing disaster generated debris.

Curbside segregation of debris is required prior to removal when not previously accomplished by property owners. Typical segregation categories include putrescent municipal solid waste (MSW) (primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard which requires immediate disposal), C&D debris, uncontaminated green waste (or vegetative waste), white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside). To the extent possible, solid waste collection haulers are expected to maintain their normal schedules for MSW that would have been generated under pre-event conditions and as such, the Contractor is not expected to perform this service.

A typical segregation crew and equipment includes one foreman, 3 laborers, and one loader with grapple and the manpower necessary to accomplish this task.

The Contractor shall coordinate with the State as to the number of passes that will be made in an Assigned Debris Control Zone. The Contractor will collect and remove all debris existing on a street or road during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate bagged debris from other types of debris; collecting C&D debris; collecting recyclable timber or from hauling

stumps with root balls. The Contractor will organize equipment and crews so that all types of debris are collected within any one pass. The public Right-of-Way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line. The Contractor shall coordinate with the State with regard to more defined widths of public Right-of-Ways.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the State EOC designated person.

The Contractor shall conduct the work so as not to interfere with other disaster response and recovery activities of the federal government, State government and municipalities, or any public utilities.

2. Securing Debris The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps and other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to TDSRS or disposal facilities.

3. Clearance The Contractor shall be responsible for verifying the clearance of bridges and overpasses on all routes to be used as well as verifying clearance for all overhead structures and wires.

4. Traffic Control The Contractor in their Assigned Debris Control Zone shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

5. Ownership of Debris and Final Recycling and/or Waste Disposal The State shall assume ownership of the debris upon collection and removal from the public right-of-way. The Contractor will be responsible for all recycling and disposal of debris, either in state or out-of-state. Tip fees will be paid by the State. The Contractor will be required to seek at least three bids for final disposal and present a package comparing various disposal and transportation costs to the State for approval.

6. Construction and Demolition (C&D) Recycling and Clean Wood C&D recycling of construction and demolition debris, through material salvage, and recycling of clean, woody debris by mulching and composting is consistent with the goals of the State's Solid Waste Management Plan and will be pursued to the extent practical. Recycling of debris removed by the Contractor is the preferred management approach and efforts will be made by the Contractor to recycle materials to the greatest extent practicable.

7. Licenses, Permits, and Violations The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of Connecticut. The Contractor in consultation with the State shall be responsible for determining what permits

are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work and shall make these available to the State prior to commencing work.

In addition, the Contractor shall be responsible for correcting conditions subject of any notices of violations or other enforcement action issued as a result of the Contractor or subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the State and/or municipalities.

8. Equipment and Equipment Signage

All trucks, trailers, and equipment must be in compliance with all applicable Federal, State, and local rules and regulations. The Contractor shall submit to the State or its designated agent (i.e., Debris Monitoring Contractor) certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the State. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State or its designated agent reserves the right to re-measure trucks at any time to verify reported capacity.

Trucks or other equipment designated for use under this contract for the purpose of transporting debris will be equipped with two signs, one attached to each side. Signs will be provided by the Contractor and will prominently display the following information:

- Prime Contractor Name
- Subcontractor Name
- Truck Number (no duplicates)
- Cubic Yard Capacity and Tare Weight
- Contractor Certification Number for Vehicle

Any equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable.

Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, are subject to acceptance or rejection by the State. It is the Contractor's responsibility to report any adjustments of the sideboards to the State and/or its Authorized Agent and truck signage shall report revised cubic yard capacity. Truck loading shall comply with State Department of Transportation rules and regulations including weight limitations and the covering of truckloads.

Trucks or equipment that are designed for use under the executed Contract shall not be used for any other work. The Contractor shall not solicit or accept work from private citizens or others to be performed during the operations of the executed Contract. Under no circumstance will the Contractor mix unauthorized debris hauled from others. Contractors will not mix debris being

hauled for different Contractors and regions unless authorized by the State and/or FEMA authorities.

F. Logistics and Resource Distribution for the purpose of providing for facilities, services, materials, equipment, equipment parts, and fuel necessary for the Contractor to carry out disaster debris management operations.

1. **Materials, Goods and Services** The Contractor shall be responsible in providing all personnel sustaining goods and services to include items such as packaged ice, bottled water, ready-to-eat meals and shelter and all materials such as equipment parts, tools, fuel, etc. and the distribution thereof, supporting emergency and/or disaster recovery and mitigation efforts. The Contractor is responsible for the safe handling and storage of any equipment and parts, tools, fuel, and other related items so as to prevent damage and environmental impacts to public and private property.

G. Technical Assistance Regarding Public Assistance Funding.

1. The Contractor shall provide, if requested by the State, services via a well-qualified and experienced staff of personnel to assist the State in Federal program emergency/disaster assistance as follows:
    a. Pre-declaration – provide training regarding the federal public assistance program and preliminary damage assessments.
    b. Post-declaration – participate in applicant briefings and inspection of damaged sites; provide eligibility guidance and insurance oversight services; assist in preparing necessary scopes-of-work and cost estimates for projects (e.g. structural demolition); perform preliminary damage assessments; assist in preparing submissions to FEMA; advise on hazard mitigation opportunities; and assist in reporting and closeout activities.

H. Annual Training Exercises

1. The Contractor shall, at no cost to the State, participate in an annual training exercise related to debris management recovery operations.

II. Planning Function

A. Contractor shall assist the State in the identification of potentially suitable locations for Temporary Debris Storage and Reduction Sites (TDSRS) and Aggregation Sites for stray and abandoned Vehicles and Vessels.

1. Prior to a disaster event, the Contractor shall assist the State in identifying potentially suitable locations for TDSRS and aggregation sites for stray and abandoned vehicles and

vessels. The State is responsible to determine the suitability for each site identified, as well as the subsequent permitting of these sites when needed.

TDSRS shall serve as transfer stations and volume reduction locations to facilitate the recycling and/or disposal of disaster debris. Aggregation locations for stray and abandoned vehicles and vessels will serve as collection points for identification of vehicle and vessel ownership and/or transfer locations for final recycling and/or disposal, if necessary. Identification of such sites shall mean locating a suitable site preferably on public lands, and possibly on private lands. This planning function shall include, but not be limited to, the following:

a. Identifying potentially suitable sites prior to a disaster and coordinating planning with the DEMHS, CTDEP, and Connecticut's Department of Transportation (ConnDOT).
b. Following siting criteria used by FEMA, USACE and CTDEP, see Exhibit A6 entitled Siting Criteria for Temporary Debris Storage and Reduction Sites, including Aggregation Sites for Stray and Abandoned Vehicles and Vessels.
c. Providing in electronic format a list of potentially suitable sites with a map showing the coordinates of each site. Providing a description of each site, and the results of the evaluation to be shared with CTDEP and other agencies as appropriate.
d. Recommending securing the necessary Memorandum of Understanding from State or others, or lease agreement from private landowner for those sites that have been vetted by the Contractor and the State.
e. For each site, the Contractor shall provide a Site Management Plan. The Plan will be drawn to a scale of 1 inch = 50 feet. The Plan shall address the following functions: Site preparation – clearing, erosion, and grading; traffic control procedures; safety; segregation of debris; location of ash disposal, hazardous material containment area, work area, and inspection tower; location of incineration operations (last resort) and grinding operations; and location of existing structures or sensitive areas requiring protection.
f. Providing copies of the environmental baseline study, site description, and site plan to CTDEP for each site so that the information is readily available for public assistance funding applications.
g. At this time, controlled open-air burning and Air Curtain Pit Incineration, and portable Air Curtain Incinerators shall only be used as a last resort and such cubic yard associated with managing, accepting, processing and reducing vegetative debris through burning will be negotiated on an as needed basis should it be determined that burning is necessary.

III. Debris Removal Operations

This section describes debris removal operations from public and private property, the demolition of structures, the types of debris and appropriate management of this material, and the management and operations of TDSRS and vehicle and vessel aggregation sites. These activities are tied to Exhibit B that identifies the price schedule. Exhibit B outlines the following: Item number, a description of the item, costs based on a unit identified for that particular item,

origination point, the measure, and a unit price. The Contractor is expected to be familiar with all relevant and current FEMA debris related policies.

When considering debris removal operations, FEMA Recovery Policy – RP9523.12 dated May 1, 2006 has determined it is not reasonable to reimburse applicants for hand-loaded vehicles and mechanically loaded vehicles at the same rate. FEMA has determined that vehicles of the same loaded capacity that are loaded by mechanical equipment and reasonably compacted, carry at least twice the volume of debris as those loaded physically by hand. Therefore, the maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

A. Debris removal from public property

1. Debris Removal from Public Property

The Contractor shall remove eligible debris resulting from a disaster event from public property. See III D for list of eligible debris items.

2. Debris Removal from Drainage Systems

The Contractor, in their assigned debris control zone, may be required to clear debris from various drainage swales, ditches, streams, lakes, reservoirs, structures and other drainage components. This clearing may require either hauling or disposal on site as directed by the State. When this type of work is required, the State will develop a Scope of Work for each of the system component (swales, ditches, other) including: description of debris to be removed including the sizes and numbers of trees, locations, photographs, access points and similar information, as well as determining permitting requirements. Payment for the debris clearing, removal and hauling to an authorized waste handling facility will be based on an agreed to cost and authorized task order at the time required.

B. Debris removal from private property will not be conducted without written direction from the State, nor without the approved documentation for Right-of-Entry.

1. Collection on Private Property

The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances, it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property of right-of-way. Debris removal from private property will not be conducted without written direction from the State, and the approved documentation for Right-of-Entry. The Contractor shall conduct all work related to removal of debris on private property as per Connecticut General Statutes, Section 28-9c Removal of debris or wreckage. Governor's powers. A sample Right-of-Entry Agreement Form is provided as Exhibit A7.

2. Damages to Public and Private Property

The Contractor in their Assigned Debris Control Zone, shall be responsible for reporting to the State or its designated agent and repairing any damages to private or public property that

result from Contractor collection and removal activities. This includes all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal which are damaged by Contractor's operations. When feasible, repair of damaged areas will be performed immediately. The affected area or item will be restored to its original condition. This shall include contouring to original grade. The Contractor shall supply the State with lists showing all damage claims that have been settled and all claim issues that remain outstanding. These records shall be retained per requirements found in Section I.D.2 Reporting and Documentation; Recordkeeping. Final payment will be subject to a pre-authorized task order and an agreed to cost. Payment may be withheld until claims are adequately resolved.

C. Demolition of Structures

1. Demolition of Structures

This scope of work applies to decommission, demolition, and debris removal from both public and privately owned structures. The Contractor shall conduct this work only with written approval by the State and/or FEMA. The Contractor shall provide all equipment, operators, and laborers for work as specified in individual Task Order(s). The work shall consist of private property debris removal, and hazardous substance decommissioning of structures in accordance with applicable Federal, State (Connecticut General Statutes, Section 29-401 Regulation of the State Demolition Code), and local requirements. Note that Contractor shall follow protocol as per the National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall also be responsible for abiding by any No Action Assurance policies that EPA may authorize as a result of the disaster event. Exhibit A8 entitled Demolition of Structures shall apply and be included as part of this specification. Payment for this item shall be by the cubic yard as identified in Exhibit B Price Schedule, Item III, D-2.1 and D-2.2. C&D.

D. Debris type and removal within the public right-of-way shall include all types of disaster-generated debris, including collection, transport and processing for final recycling or disposal.

This Contract identifies waste types and makes recommendations on the proper handling and disposal of this debris waste. The terms defining the waste types used in this Contract are derived from a number of key sources and include: the State of Connecticut Disaster Debris Management Plan, 2007draft, the State of Connecticut Solid Waste Management Plan; 2006; State of Connecticut statutory and regulatory authorities dealing with solid waste; and FEMA guidance.

The following two scenarios describe the method in which debris will be transported:

- Scenario #1 – The initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling or disposal facilities (in-state or out-state).
- Scenario #2 – The transport of waste that has been segregated and processed waste at a TDSRS to a final recycling or disposal facilities (in-state or out-of-state).

The bid fee schedule includes an origination point for each of the waste items. For some of the items the origination point includes two categories, one from the public right-of-way and the other from the TDSRS. The origination point identified as "From R.O.W." assumes Scenario #1. The origination point identified as "From TDSRS" assumes Scenario #2.

1. The types of debris to be managed include, but are not limited to, the following:

D-1 Uncontaminated green waste/vegetative debris
D-2 Construction and demolition debris (C&D)
D-3 Electronic waste (E-waste)
D-4 Household hazardous waste (HHW)
D-5 Putrescent municipal solid waste (Household trash)
D-6 White goods (home appliances)
D-7 Aggregate (fill materials)
D-8 Animal mortalities
D-9 Contaminated soil, silt, sand and sediment
D-10 Hazardous waste
D-11 Scrap metal
D-12 Sunken vessel removal
D-13 Municipal Utilities and Non-Utility Entities Related debris
D-14 Vehicle removal from the Public Right-of-Way
D-15 Vessel removal from the Public Right-of-Way

Types of Waste/Debris Material and Removal Procedures:

D-1 Uncontaminated Green Waste/Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material. It is recommended that the Contractor possess an arbor license or be under the direction of a licensed arborist.

D-1.1 Uncontaminated green waste/Vegetative debris (From R.O.W; From TDSRS) Vegetative debris in this instance has already been separated or required no separation and has been placed on the right-of-way for collection. A cubic yardage rate is associated with mechanical collection and transportation of vegetative debris from the public right-of-way of the Assigned Debris Control Zone. An alternative option is that the Contractor may be directed by the State or its designated agent, to chip this material and leave on-site where feasible, posing little or no environmental impact. Final recycling or disposal will depend on market needs and opportunities for alternative use (e.g., biomass). This debris may be managed by burning, but only as a last resort if authorized by CTDEP.

D-1.1.1 Removal of Hazardous Limbs (Hangers)(From R.O.W.)
Contractor shall remove limbs greater than 2" in diameter that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and which are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. An eligible scope-of-work will be to cut the branch at the closest main

branch junction. Removing the entire branch back to the trunk is not the preferred method.

D-1.1.2 Removal of Hazardous Trees (standing leaners)(From R.O.W.)

The State or its designated agent (i.e., municipal tree wardens) will be responsible for evaluating trees and shall make a determination of the tree's condition (hazardous or non-hazardous). A tree shall be considered "hazardous" and will be field marked by the State or its designated agent and removed by the Contractor in their Assigned Debris Control Zone, if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured at breast height; and when one or more of the following criteria are met:

- More than 50% of the crown is damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular green waste (vegetative debris). The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.3 Removal of Fallen Trees (From R.O.W.)

The State or its designated agent shall confirm for the Contractor the removal of fallen trees from the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall cut and remove a fallen tree that extends onto the right-of-way from private property, at the point where it enters the right-of-way. Vegetative debris will be placed on the right-of-way for collection with other vegetative storm debris. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.4 Removal of Hazardous Stumps (From R.O.W.; From TDSRS)

Management of this debris type must be consistent with FEMA Recovery Policy – RP9523.11 entitled Hazardous Stump Extraction and Removal Eligibility, dated May 1, 2006 (review date May 1, 2009). The Contractor is expected to be completely familiar with this FEMA Recovery Policy (RP9523.11)

Removal of eligible hazardous stumps can be from public or, where authorized by the state from private property.

Stumps not priced in this contract over 24 inches in diameter will require the completion of FEMA's Hazardous Stump Worksheet to be presented to FEMA in advance for consideration. Once processed at a TDSRS, the cost of transport shall be figured under the item D-1.1 vegetative debris.

D-2 Construction and Demolition (C&D) Debris consists of debris resulting from structural damage to buildings as well as buildings that will require demolition as a result of the

disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain a PCB light ballast which, if leaking, must be handled according to federal and state regulations. Ineligible debris shall not be loaded, hauled, or disposed of under this Contract (i.e., C&D generated from restoration work rather than disaster-generated). Fee schedule shall provide for two categories of C&D removal: (1) non-asbestos containing C&D debris, and (2) asbestos containing C&D debris.

D-2.1 Non-asbestos containing C&D (From R.O.W.; From TDSRS)
Contractor shall perform mechanical collection and transportation of construction and demolition debris (C&D) free of asbestos from the public right-of-way of an Assigned Debris Control Zone to the nearest TDSRS for processing and segregating. If the situation exists where segregation at the curbside is possible and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Refer to separate specifications included herein for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D. Contractor shall load processed C&D into trucks for transport to approved final disposal sites.

D-2.2 Asbestos containing C&D (From R.O.W.; From TDSRS)
Contractor shall refer to the EPA document entitled Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, document number EPA 340/1-92-010, February 1992. Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall use the services of State licensed asbestos contractors. Known or suspect asbestos containing material (ACM) should be segregated from other debris and disposed of by a licensed asbestos contractor. ACM shall be disposed of in a landfill licensed to accept and dispose of ACM. Materials that could contain ACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. Asbestos-containing waste shall be appropriately labeled and properly disposed of at a waste disposal facility authorized for disposal by the CTDEP, or if disposed of out-of-state at an authorized waste facility within that jurisdiction. Asbestos destined for a Connecticut disposal facility typically must first be authorized by the CTDEP through a special waste authorization letter.

D-3 **Electronic Waste** (E-waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices.

D-3.1 Electronic Waste (From R.O.W.; From TDSRS)
The Contractor shall collect E-waste from the public right-of-way and transport the waste to a TDSRS for final segregation for recycling and/or disposal. E-waste that is transported to the TDSRS shall be managed in accordance with Connecticut's Universal

Waste Rule as found in Section 22a-449 of the Regulations of Connecticut State Agencies. The Contractor shall load and transport E-waste that has been segregated at the TDSRS to a final recycling and/or disposal facility. E-waste leaving the TDSRS shall be managed as universal waste.

D-4 Household Hazardous Waste (HHW) includes, but is not be limited to, items such as automobile fluids (used waste oil, antifreeze), batteries, paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides.

D-4.1 HHW Handling and Disposal (From R.O.W.; From TDSRS)
HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. While every effort will be made to have the local residents separate at curbside HHW from the other debris, if this does not occur, the crew(s) handling the normal debris removal process are required to separate any HHW to the extent possible or as needed during collection. Crew(s) shall be designated for removal of HHW material normally consisting of a truck and two individuals with the appropriate personal protective equipment (PPE). Each member of the crew shall be trained in accordance with EPA and OSHA requirements for handling HHW materials. The truck should be equipped with separate compartments, drums, or containers for the wastes. This will allow the crew to segregate the HHW items. However, depending on the ability to identify these wastes, they may be bulked or may have to be over-packed. The Contractor shall deliver HHW loads to a TDSRS or directly to a permitted HHW regional facility if available for use. Note that source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting HHW.

The Contractor shall load and transport HHW (that has been separated and processed) at the TDSRS for final disposal and/or recycling at an approved and permitted site.

D-5 Putrescent Municipal Solid Waste is considered as primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard, etc. which requires immediate disposal. There is the expectation that normal operations will resume for weekly garbage collection and these activities are outside this debris removal Contract.

D-5.1 Putrescent MSW (From R.O.W.; From TDSRS)
The Contractor, in their Assigned Debris Control Zone, shall collect and transport to a TDSRS and/or final disposal site, such as a permitted landfill or resources recovery facility, all refrigerator and freezer contents to be disposed of as a result of a loss in power resulting from the disaster event and damaged recyclables and that have been placed curbside.

Refrigerator and freezer contents that have been removed from refrigerators and freezers that have been brought to a TDSRS shall be loaded by the Contractor and transported to a permitted resources recovery facility or permitted landfill.

D-6 White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances.

D-6.1 Collection and Final Recycling/Disposal of White Goods
(From R.O.W; From TDSRS)
The Contractor shall load and transport all FEMA eligible reimbursement white goods (Freon and non-Freon) that are placed in the right-of-way to a TDSRS or final recycling/disposal facility. Contractor shall load and transport from a TDSRS for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a contractor certified in accordance with 40 CFR Part 82 Section 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility.

D-6.2 Removal and Disposal of Freon (From TDSRS)
The Contractor shall remove and recover Freon from any white goods at the TDSRS or final recycling/disposal facility in accordance with all federal, state, and environmental and safety regulations and laws. The Contractor shall make some distinguishing mark on each white good indicating that the freon has been removed and recovered. The Contractor shall maintain all licenses to perform said work.

D-7 Aggregate consists of asphalt, brick, concrete

D-7.1 Aggregate – Clean (From R.O.W.; From TDSRS)
The Contractor shall load, haul, and dump broken brick, block, concrete, and asphalt to an aggregate recycling facility. The public shall be instructed to place aggregate materials in separate piles in the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall load, haul, and dump broken brick, block, concrete, and asphalt chunks to a TDSRS and/or a final disposal site.

D-7.2 Aggregate – Contaminated (From R.O.W.; From TDSRS)
Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be prepared for disposal with other contaminated construction and demolition materials.

D-8 Animal mortalities are defined as a significant loss of livestock, pets, and/or natural wildlife.

D-8.1 Animal Carcasses (From R.O.W.)
The Contractor shall collect all animal carcasses separately from the assigned debris control zone for transport to an authorized disposal facility in a timely manner. The primary methods of animal carcass disposal shall be burying, incineration, or composting. However, the Contractor shall first consult with State for a final determination on the appropriate disposal method for dead animal carcasses.

D-9 Soil, Silt, Sediment and Sand is defined as residuals deposited by receding flood waters which may include historical sediment from nearby water bodies, soil from yards, road and construction debris, and other material. The Contractor, in their assigned debris

control zone, shall remove and transport storm-deposited sand, silt, and soil from the public Right-of-Way, to be hauled to a TDSRS for processing to remove extraneous waste materials or existing CTDEP permitted soil/staging area. The Contractor shall load and transport sand (including sand removed from sand bags), silt, and soil from a TDSRS to a CTDEP permitted soil staging area or other approved site.

D-9.1 Soil, Silt, Sediment and Sand – Uncontaminated (From R.O.W.; From TDSRS)
This is material that has not been subjected to spills, floodwaters or has been determined through analytical testing to be not contaminated. This material could be transported to a staging area until final disposal or reuse has been determined.

D-9.2 Soil, Silt, Sediment and Sand – Contaminated: (From R.O.W.; From TDSRS)
As a result of certain conditions, some soils may exhibit visible or known traces of petroleum or chemical spills. These soils shall be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot for no more than 90 days. This material could be transported to a staging area until final disposal or reuse has been determined. If necessary analytical testing shall be performed to determined if the material can be reused or must be disposed. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if PCBs are present. PCB containing materials must be sent to a Toxics Substance Control Act (TSCA) or hazardous waste landfill. If it contains PCB less than 50 parts per million (ppm), it can go to a subtitle D landfill with authorization from the CTDEP. Testing must be by EPA-approved method 8082. If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at TSCA disposal facilities out-of-state. Empty equipment that had contained fluid with less than 50 ppm, once drained, can be managed as scrap metal.

D-9.3 Contaminated Sandbags (From R.O.W.; from TDSRS)
The Contractor shall collect, transport, and dispose of all used sandbags as directed by the State. Sand bags shall be transported to a designated TDSRS for processing or existing CTDEP permitted soil staging area as directed by the State designated person.

D-10 Hazardous Waste includes materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3.

D-10.1 Hazardous Waste Handling and Disposal (From R.O.W.; From TDSRS)
This waste category shall also include bio-hazardous waste, or other contaminated waste. The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. The Contractor shall work with Connecticut licensed Hazardous Waste Transporters and licensed Spill Response Contractors in hazardous waste clean-ups that shall include materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3. A hazardous waste release, once identified by private owners or State and local officials,

must be segregated from other disaster-generated waste, stored separately, and ultimately transported to a permitted commercial hazardous waste disposal facility. Generators (meaning any person, by site, whose act or process produces hazardous waste identified or listed in Part 261of 40 CFR or whose act first causes a hazardous waste to become subject to regulation) will be permitted to use knowledge of the material to conclude that the material is hazardous waste without conducting a TCLP analysis. If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during a demolition or cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the demolition and cleanup. During a debris management crisis, owners will be responsible for notifying the CTDEP Emergency Response and Spill Prevention Division at (860) 424-3338.

D-11 Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately.

D-11.1 Scrap metal (From R.O.W.; From TDSRS)
The Contractor shall segregate scrap metal in the public right-of-way and bring to a TDSRS or directly to a scrap metal processor located in the State. At the TDSRS, the processing of C&D debris will in most cases result in the separation of scrap metal. Scrap metal containing motors shall be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal shall be loaded and transported to a scrap metal recycling facility, preferably in state. Revenues generated shall be accrued to the State.

D-12 Sunken Vessel Removal

D-12.1 Sunken Vessel Removal (From R.O.W.; From Aggregation Sites)
For water based salvage/removal operation of vessels not under the purview (non-navigable waters) of the United States Coast Guard or the United States Army Corps of Engineers, the Contractor shall have extensive/knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position.

Contractor shall determine and set forth at the request of the State, the best approach method for removal of vessels in a marine environment. Contractor must be capable of providing salvage services to include re-floating, staging, and disposal of vessel as necessary. The Contractor shall factor the approach into the quoted price along with all the necessary items to complete Sunken Vessel removal. Marine based operations shall be priced per linear foot of unit.

D-13 Municipal Utilities and Non-Utility Entities Related Debris is defined as power transformers, utility poles, cable, and other utility company material.

D-13.1 The Public Utilities, such as electric utilities, are responsible to remove and dispose of all utility related debris according to their normal protocol. There are a limited number of municipal utilities (Bozrah, Groton, Norwalk, Norwich, and Wallingford) that are responsible for removal and disposal of all utility related debris. Non-utility private entities, such private companies like manufacturers or facilities such as schools, shopping centers, etc., are responsible to remove and dispose of all utility related debris. There can be an exception where a situation exists on private property that necessitates the State or its designated agent to correct or alleviate, as expeditiously as possible, serious disaster or emergency-related conditions which present continued threats to the health or welfare of the residents of the State. In all cases, management of this type of waste must be managed in accordance with applicable federal, State and local regulations. The Contractor shall consult with the State in such cases prior to any work being conducted.

D-14. Vehicle Removal from the Public Right-of-Way includes cars, trucks, motorcycles, and recreational vehicles.

D-14.1 Wrecker Services for Stray and Abandoned Vehicle (Towing) (From R.O.W.; From Aggregation Sites)
The Contractor shall be responsible for retaining wrecker services in managing abandoned and disabled motor vehicles; these vehicles are to be moved to the nearest pre-approved vehicle aggregation site. Connecticut's Department of Motor Vehicles licenses all towing firms pursuant to the State's General Statutes Section 14-66. The Contractor shall utilize these licensed towers and shall make all the financial arrangements with the towers that are hired as subcontractors.

The Contractor will coordinate with the State and shall adhere to State protocols on vehicle removals from the public Right-of-Way. The Contractor shall issue work orders to within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towers. The licensed towers arriving on the scene will be responsible for evaluating environmental and safety issues. Should the licensed tower find any major threats to health, safety or the environment, vehicle shall not be moved, and the State shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route. Recovered vehicles shall, within 24 hours, arrive at the site and be immediately inspected. The vehicles will be processed. The vehicles will be stored in a manner to allow ample access for inspection by the State to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling and/or disposal.

D-15 Vessel Removal from the Public Right-of-Way is defined as recreational boats.

D-15.1 Recovery of Stray and/or Abandoned Vessels (From R.O.W.;

From Aggregation)

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from the Public Right-of-Way and waterways as directed by the State. Vessels that have been identified and cleared for recovery and towing from public lands by the State will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

E. Setting up, Managing Operations, and Site Closeout for: Temporary Debris Storage and Reduction Sites (TDSRS), Vehicle Aggregation Sites, and Vessel Aggregation Sites.

1. The Contractor shall establish TDSRS sites to include mobilization, build-out of site, operations at site, and demobilization.

1.1 Inspection Tower Construction

The Contractor shall construct an inspection tower for each TDSRS such that the monitor can easily look down into the truck bed to fully view the debris load, establishing a volume. Inspection towers shall be constructed using wood or equivalent structural steel members. The floor elevation of the tower shall be ten foot above the existing ground level elevation. The floor area shall be 8'x12', constructed of 2"x10" joists, 16" on center with ¾" plywood supported by four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist shall not be spaced greater than 24" on center and shall provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs shall be a minimum of 36" wide, and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access. Inspection towers shall include the construction of a worktable, 6'L x 30"W x 42"H with a ¾" plywood top supported at all four corners. The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be installed in the center of a 14' by 18' level pad, and shall be adequately anchored and braced to withstand a 45 mph wind load.

Inspection towers shall be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles shall be provided (two for the work table, and one on each adjacent wall) and shall be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply. The generator shall be positioned a minimum of 50 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

The Contractor may request to substitute prefabricated metal scaffold tower installations for the specified wood tower installations.

The Contractor may request to provide a mechanical lift with roof cover to be used in place of the constructed tower. Hauling operations will not be allowed into any TDSRS until an inspection tower is provided.

The Contractor shall provide and maintain portable restroom facilities at all TDSRS.

1.2 Compliance

The State or its Authorized Agent for compliance with this specification and applicable safety criteria will periodically inspect TDSRS, including inspection tower(s).

1.3 Operational Boundaries

The Contractor shall clearly define the different use areas at the TDSRSs. In establishing the operation boundaries, the Contractor may consider using eartherm berms, temporary barriers, or any other physical restriction. The separation of all areas as listed below will need to be clearly defined and field delineated. As operations proceed, the lines may be moved to accommodate either growing demand for space or reducing in preparation for closure. This will aid traffic circulation and help keep debris amassing at the debris-staging site to a minimum. Common operational activities will include:

- Reduction in volume
- Recycling/sorting
- Tipping or unloading areas
- Loading areas for processed debris to go to its final disposition
- Drop-off areas for the general public (for debris such as green waste/vegetative debris, recycling, or C&D)
- Household hazardous waste storage
- Monitoring tower locations
- Equipment, fuel, and water storage

1.4 Household Hazardous Waste Containment Area.

The Contractor shall construct a hazardous material containment area at each TDSRS. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times. It is the Contractors responsibility to be informed of all laws pertaining to the handling of hazardous materials. Site run-off must be redirected from the containment area by site grading.

1.5 Closure of TDSRS

The Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDSRS to its original state prior to use. See Exhibit A9 entitled Close-out of TDSRS for more information with regard to closeout procedures and requirements.

2. The Contractor shall establish Vehicle Aggregation Sites which will include and mobilization, build-out of site, operations at site, and demobilization.

2.1 For the removal and recovery of abandoned and disabled vehicles within the public Right-of-Way, the Contractor, in their assigned debris control zone, shall include the following plan of action in the quoted price for the services related to the operation and management of the vehicle aggregation sites:

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

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

2.2 Operation of the Aggregation Sites

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

2.3 Receipt of Vehicles

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

2.4 Storage

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and/or to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period, as determined by the State, has expired and the vehicle is being removed for final dismantling, recycling, and/or disposal.

2.5 Demobilization

Vehicles shall be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the terms of the contract, after clearance through applicable protocols, and after documentation in the vehicle record previously described. Once all vehicles are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all solid waste and debris in a permitted disposal facility or landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for closeout criteria and guidance.

3. The Contractor shall establish Vessel Aggregation Sites to include mobilization, build-out of site, operations at site, and demobilization.

3.1 For the removal and recovery of abandoned vessels within the public Right of-Way and not covered under the USCG or the USACE, the Contractor, in their assigned debris control zone, shall include a plan of action in the quoted price for the services related to the operation and management of the vessel aggregation sites.

3.2 Mobilization

During mobilization, Contractor shall supply and transport all necessary supplies, equipment, materials, and personnel to the vessel aggregation sites, and build out the improvements to the site required for storage operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and State entities for the aggregation location. Contractor and/or its subs must have recovery equipment and vehicles prepared to mobilize upon the first notification to recover vessels.

3.3 Operation of the Aggregation Sites

These sites shall be fenced, lighted and secured. Contractor shall be prepared to operate each site to accept vessels up to twenty-four (24) hours a day and up to seven days a week as required by the State for access and inspection. Vessels will be stored in a manner to permit inspection by State and/or municipal authorities or for reclamation by owners. Sites shall be centrally located to the areas containing the greatest proportion of damaged and abandoned vessels.

3.4 Receipt of Vessels

Each site will be equipped with a receiving area manned by both an independent monitor and the Contractor's representative for recording the receipt of each vessel and maintaining accurate records. As the vessel is accepted at the receiving area, the vessel will be checked into the aggregation site with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vessel by State or municipal authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vessel shall then be prepared and the condition of the vessel and the processes that it goes through are then tracked. If necessary or required, Contractor shall typically mark the topside, bow, stern, and/or deck of the vessel with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vessel through each step.

3.5 Storage

Vessels introduced into the aggregation site will be stored at the site in a fenced, lighted, and secure environment. Vessels will be staged, tagged, and marked for easy retrieval and inspection. Vessels will be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers shall be keyed to the vessel records in the site's tracking database. Boats shall be segregated by type and size and trailers shall be segregated from boats. Vessels shall be stored in a manner to allow ample access for inspection by State and municipal authorities and/or to allow for retrieval and reclamation by vessel owner when applicable and the Contractor when the holding period has expired, as determined by the State, and the vessel is being removed for final dismantling, recycling, and/or disposal.

3.6 Demobilization

Once all vessels are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for closeout criteria and guidance.

IV. Contractor Service Deliverables

The following are service deliverables to be provided by the contractor.

AshBritt, Inc. Project Management & Technical Approach

As addressed in the preceding sections, AshBritt will deploy a Project Management Team(s) (PMT) to the State of Connecticut that is commensurate with the severity and magnitude of the disaster event. Disaster debris stream quantities and makeup and overall post-disaster conditions will *always* vary. AshBritt will respond specifically and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications structure, resources, and systematic plans of execution.

For a large-scale recovery operation, AshBritt will deploy a broad, mostly specialized PMT to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is generally limited to the collection of vegetative debris, AshBritt will deploy a smaller PMT. During smaller event recoveries, the Task Project Manager will assume a greater share of responsibilities. Further, any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt specifically assures the State of Connecticut that the management deployed for *any* recovery in the State will be dedicated and sufficient to design the best *Management and Operations Plan* to meet the State's needs.

The following standards, at a minimum, will be upheld for any recovery efforts in which AshBritt may be called upon to assist the State:

- ***Rapid Deployment & Accessibility.*** The quantity and quality of resources deployed to the State, as well as the speed of deployment of these will meet or exceed AshBritt's commitment to the State. AshBritt will make a full and concerted effort to effect an expeditious, safe and cost-effective recovery. Additionally, our senior management will be available 24/7 throughout the course of the project via various communication channels.

- ***Common Framework.*** As a known part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained.

- ***Project Responsibility.*** AshBritt senior management, whether a large or small team is deployed, will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all means, methods, operations, safety matters and other project procedures over AshBritt and all subcontractors.

- ***Regulatory Compliance.*** All activities related to every aspect of the recovery operation will be conducted according to FEMA, federal, state, and local laws, regulations and guidelines. Any deviation from the guidelines, whether through negligence or willful intent, will be addressed and adjudicated immediately and decisively, as well as reported completely and in a timely manner.

- ***Self Sufficiency.*** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food and lodging, as well as equipment safety,

maintenance, repair and fuel by means that are consistent with local requirements and with common sense to minimize adverse affects and further disruption in the State.

- ***Timely and Accurate Reporting.*** Daily, weekly or other cumulative reporting, accounting and attendant reconciliations will satisfy the State's standards. The best available support technology and systems will be used. And all data, documentation, and invoices will be timely, accurate and audit quality. Transparency of the documentation and reporting process through full client access to our Debris Information Management System (DIMS).

- ***Financial Control & Integrity.*** AshBritt via the employment of our SOPs and plans, and the administration and enforcement of such by our PMT, will ensure the most efficacious and cost-effective means of recovery performance. Further, will rapidly and accurately compensate subcontractors during the outset of any disaster event.

- ***Qualified Technical Assistance.*** Guidance offered by the *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims in the shortest possible time frame. The *Team* will participate to the greatest extent allowable by the State and by federal and local authorities to offer the greatest support and assistance throughout the funding process, while at the same time maintaining the highest level of neutrality and integrity.

- ***Safety & Health.*** Operational safety, health and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Safety Manager, will be empowered to address any potential unsafe conditions or actions. Immediate and swift action will be taken to correct any safety deficiency, while maintaining the utmost respect for all members of our workforce. Safety of citizens will be considered paramount.

- ***Deficiency Response.*** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported in a timely manner to the State. Reports will fully describe the deficiency, supply evidence of a 24 hour response, of the conflict resolution, and of the corrective action to prevent future occurrences. Releases of repair or monetary settlements will be supplied to the State representative in a timely fashion.

- ***Project Organization.*** The recovery will proceed in accordance with a flexible, modular, coordinated and objective plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations, to the greatest extent practicable, will be efficient, unified, and cost-effective, meeting the full and utter approval of the State. And deviations from the State's expectations or standards will be corrected in the shortest time possible.

Site Quality Control & Assurance Overview

AshBritt will provide a team of Quality Control Supervisors (QA/QCs) to monitor the overall safety and quality of the operations in the affected work area (debris collection zones, temporary disposal sites, and other public or private property, as applicable). QA/QCs will enforce FEMA

guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns, as well as specific State or jurisdictional requests.

QA/QCs will assist in overseeing staging areas, crew certification and coordination, collection zones and crew navigation, and in enforcing our "clean as you go", traffic control and debris security policies, as well as safety and environmental plans. AshBritt will conduct random equipment and vehicle inspections and toolbox safety meetings in the field, enforcing work hours and zone collection boundaries and ensure necessary corrective actions. AshBritt will coordinate field operations with "other" contractors. And will oversee all damage reports and settlements. QA/QCs will monitor and report any threats to public health and safety, and track the overall progress of the cleanup, ensuring our collection passes are carried out as efficiently and safely as possible.

Subcontractors will be held accountable for repairing all collateral damages (both public and private) as a result of any negligence or accidents while carrying out the recovery. Subcontractors will be encouraged to take due care when conducting cleanup operations.

QA/QCs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Our QA/QC Compliance Manager will track all damage claims (deficiencies) utilizing advanced recovery tracking program, ensuring that proper follow-through is conducted with incidents that warrant prolonged attention. AshBritt will repair all damages expeditiously (generally, within 30 days) indemnifying the State, applicable jurisdiction, and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to State and jurisdiction representatives on a weekly basis and at the end of the project for appropriate closeout.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors, we be filled to grade with like material and repaired to pre-damage conditions. AshBritt will investigate and repair all damage caused by equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera. All crews and field personnel are mandated to preserve and protect, to the best of their abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work (curbside or otherwise). AshBritt will repair or replace with like materials all damaged mailboxes on the same day that the damage occurs, to the best of it's abilities. QA/QCs through field supervisory vigilance will ensure to the best of their abilities that all staff and subcontractors providing service to the State will adhere to AshBritt's high standards of operations.

Safety, Quality & Environmental Control Overview

AshBritt will conduct work with the highest levels of safety, quality and environmental stewardship AshBritt will enforce comprehensive *Health & Safety, Quality Control* and *Environmental Control Plans.*

Best safety practices and individual responsibility will provide for safe work practices; accident prevention education; safe-certification of all operating equipment and follow-up inspections; debris transportation supervision by our QA/QCs to prevent over-loading and falling debris; traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic; site security, fire protection and air monitoring; hazard identification and

mitigation; activity hazard analyses for operational tasks; respiratory protection procedures; accident investigation and reporting; noise mitigation; and emergency response actions.

AshBrit will implement vital environmental and infrastructure protection measures and pollution controls, such as: procurement of all environmental, materials handling and land-use permits and licenses, and dissemination of regulatory updates; protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness area protection, trees and botanical habitat and ground cover concerns, historic and archaeological designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns. Environmental impacts of collection activities are considered for prevention of further damage to infrastructure and for the handling and containment of hazardous materials and for the mitigation of any releases of handled hazardous materials, as well as for the control of vegetative debris containment.

Impacts of site selection, construction and reduction methods will be considered, including: proximity to occupied dwellings and safety buffer zone availability; location and distance from water bodies, such as rivers, lakes, streams or wetlands; accessibility and closeness of obstructions and power lines; presence of on site underground utilities or storage tanks; stability of soil strata and erosion and sedimentation control, as well as hauling traffic impacts on such.

Local effects of various methods of debris processing and handling will be evaluated, such as: air curtain incineration and open burning impacts (with attendant testing and disposition of ash), grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial use), storage, decontamination and recovery of white goods (i.e., refrigerant containing appliances that require special handling) and recycling of such, household hazardous waste storage, containment and approved disposal, hazardous materials containment, storage, remediation and approved disposal.

Site restoration and closure and all attendant soil and ash testing will be undertaken under Federal and State environmental guidelines to ensure no environmental contamination is left on sites. Any remediation and monitoring will be coordinated with State and/or Federal environmental protection agencies, as required and applicable. AshBritt management and staff specialist, through constant communication, referral, research and education, stay apprised of current Environmental Protection Agency (EPA) and Connecticut Department of Environmental Protection (CTDEP) mandates, specific guidelines, rules and laws as they relate to disaster recovery and debris management.

Documentation and Reporting Overview

Proper and efficient documentation and reporting of recovery activities will be provided. Load tickets will be administered and completed by State representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The State may choose to use AshBritt's comprehensive *Truck Certification Form.* In addition to documenting the critical hauler information, the form will be used as the first tier safety certification document. By requiring both an AshBritt representative signature and a State representative signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is

transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the State and/or their designated monitoring contractor. The truck driver will secure a copy and AshBritt will collect and scans all truck records daily; the data will be transcribed electronically into a Debris Information Management System (DIMS) and compiled into electronic logbooks (for rapid batch downloading). The hard copies will be maintained sequentially in logbooks. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt will provide QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity.

Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, State and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., State, ConnDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through a data management system. Each billed ticket, by category, is matched and checked against the data input into the system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections will made on either side to ensure proper data entry and subsequent payments. To assist subcontractors AshBritt will supply paper or electronic invoices that correspond to the system.

All other forms used by AshBritt during the recovery process will be in accordance with current FEMA requirements under the Public Assistance Program. All recovery documents will be scanned, stored and backed-up during projects. All data will be transcribed into DIMS from which myriad status reports will be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals will also be securely maintained.

Please note this process will be significantly modified should AshBritt (or the State's designated monitoring contractor) implement and Automated Debris Management System.

Community Relations Overview

AshBritt will assist the State of Connecticut with the public relations challenges that occur after a disaster event to include providing formulation of strategies with regard to public information and announcements, public appearances, commission meetings, and briefings.

AshBritt will assist in developing a public information program if requested. Providing vital information will be disseminated to includes: proper public debris placement and segregation, work and debris pickup schedules, citizen drop-off site locations (parks, fields, etc.), and established hotline numbers for reporting damages and public safety hazards, and for requesting special pickups.

AshBritt, Inc. Operations & Technical Approach

Response Mobilization

AshBritt will respond to natural disaster threats in the following tiered methodology. Changes in the level of response and activation are contingent to and ordered according to alerts and new updates regarding the monitored event at hand. As information becomes more certain and specific, our response and recovery planning and activities become more direct and concrete.

Following are summary descriptions of tiered responses as they would relate to our mobilization for the State of Connecticut:

Tier One *activation is a response to an anticipated event, such as an approaching hurricane, that is over 1,000 nautical miles, or approximately three days, from landfall with a projected path that could impact the State of Connecticut. At Tier One activation, the following actions are taken:*

- The AshBritt Operations Manger (OM) will contact the designated State EOC representative (SR) to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.
- Initiate Tier One telephone cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) (DRT) members, personnel reservists, technical compliance personnel and subcontractor partners.
- The initial response resource plan is devised based on storm wind speeds, projected tides, and projected path.
- Stock levels of necessary disaster operation supplies are verified.
- Equipment inventory by domicile location is reviewed.

Tier Two activation is the response to a predictable disaster event such as a hurricane, 500 nautical miles, or approximately thirty hours, from landfall. At Tier Two activation the following actions are taken:

- AshBritt OM will contact the SR to discuss current emergency planning, plans for conducting initial damage assessment, special needs, and the location of the State Interagency Debris Planning Team (IDPT) meeting.
- Initiate Tier Two telephone cascade down the chain of command to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, and subcontractors. All are directed to prepare for a 24 hour post event response.
- Local lodging contracts activated.
- Local subcontractors activated.
- Equipment transportation permits ordered.
- Equipment staging areas in safe zones with close proximity to the disaster area are confirmed.

Tier Three activation is in response to a known disaster event or a request for immediate assistance. AshBritt has been issued a task order by the SR to mobilize and is thereby at full operational status. At Tier Three activation the following actions are taken:

- Initiate Tier Three telephone cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists,