



STATE OF NEW JERSEY
 PROCUREMENT BUREAU
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230

GSA CONTRACT
 RREM-RECONSTRUCTION, REHABILITATION,
 ELEVATION & MITIGATION PROGRAM

NUMBER : A84066
DATE : 05/24/13
BUYER : JACKIE KEMERY
PHONE : (609) 984-6239
EFFECTIVE DATE : 05/23/13
EXPIRATION DATE : 05/22/15
T-NUMBER : G8046
CONTRACTOR : SHAW ENVIRONMENTAL &

SHAW ENVIRONMENTAL &
 INFRASTRUCTURE INC
 200 HORIZON CENTER
 BOULEVARD
 TRENTON NJ 08691

VENDOR NO. : [REDACTED]
VENDOR PHONE : (609)588-6308
FEIN/SSN : [REDACTED]
REQ AGENCY : 822050
 PROCUREMENT BUREAU
AGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 13
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 05/23/13 TO: 05/22/15 ESTIMATED AMOUNT: \$ 24,425,556.87

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:05/23/13
 CONTRACT ENDING ORDERING PERIOD DATE IS:05/22/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 30 DAYS ARO UNLESS
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
 THE COOPERATIVE PROCUREMENT PROGRAM NO
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER .
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
 YOU WERE AWARDED 156 LINES FROM GSA REFERENCE # GS-10F-0048J

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

Jackie Kemery 5/29/13
 BUYER DATE

Janet K. Kelly
 FOR DIRECTOR DATE
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

PRICE SHEET

GSA CONTRACT

PROCUREMENT BUREAU
 PURCHASE BUREAU
 STATE OF NEW JERSEY
 33 WEST STATE ST 9TH FL
 PO BOX 230
 TRENTON NJ 08625-0230

NUMBER : A84066
 T-NUMBER : G8046

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CONTRACTOR: SHAW ENVIRONMENTAL &

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 228070 / S001 DIV OF ADMINISTRATION INFORMATION MGMT SYSTEMS 101 S BROAD ST 8TH FL ROOM 805A TRENTON NJ 08625				
00001	COMMODITY CODE: 958-26-085922 [MANAGEMENT SERVICES]	68	HOUR	\$ 174.93	
	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROGRAM DIRECTOR - HOURLY RATE YEAR 1				
00002	COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	104	HOUR	\$ 157.44	
	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROGRAM MANAGER -SENIOR STAFF -HOUR RATE YEAR 1				
00003	COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	178	HOUR	\$ 126.94	
	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM CONSTRUCTION MANAGER- PROJECT MANAGER II HOURLY RATE YEAR 1				
00004	COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	113	HOUR	\$ 174.93	
	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM SENIOR STAFF - HOURLY RATE YEAR 1				
00005	COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	239	HOUR	\$ 157.44	
	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1				
00006	COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES]	75	HOUR	\$ 141.04	

ITEM DESCRIPTION:

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 3
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00007	MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROJECT MANAGE 2 - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES]	87	HOUR	\$ 174.93	
00008	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085931 [MANAGEMENT SERVICES]	70	HOUR	\$ 85.13	
00009	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROJECT SCIENTIST II - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES]	87	HOUR	\$ 62.97	
00010	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM ENVIRONMENTAL TECH II - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085933 [MANAGEMENT SERVICES]	9	HOUR	\$ 126.82	
00011	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM SENIOR PROJECT ADMIN - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085934 [MANAGEMENT SERVICES]	2	HOUR	\$ 85.13	
00012	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROJECT ADMINISTRATOR 2 - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	28	HOUR	\$ 69.97	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &			PAGE 4
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00013	MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROJECT ADMINSTRATOR 1 - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	58	HOUR	\$ 104.29	
00014	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM PROJECT ADMINSTRATOR III - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 487,880.00	
00015	ITEM DESCRIPTION: MANAGEMENT OF RREM CONTRACTOR COSTS ASSOICATED WITH SECTIONS 3.1.1 & 3.1.2 SECONDARY RREM DIRECT COST YEAR 1 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	970	HOUR	\$ 157.44	
00016	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROGRAM CHIEF EXECUTIVE -(PROG. DIRECTOR HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	2606	HOUR	\$ 126.94	
00017	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 CONSTRUCTION MANAGER (PROJECT MANAGER II HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	52	HOUR	\$ 174.93	
	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 SENIOR STAFF - HOURLY RATE				

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 5
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LINE NO.	COMMOOITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00018	YEAR 1 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 SENIOR TECH CONSULTANT - HOURLY RATE	693	HOUR	\$ 157.44	
00019	YEAR 1 COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROGRAM MANAGER II - HOURLY RATE	208	HOUR	\$ 141.04	
00020	YEAR 1 COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 SENIOR TECH CONSULTANT- HOURLY RATE	658	HOUR	\$ 174.93	
00021	YEAR 1 COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 ENVIRONMENTAL TECH III - HOURLY RATE	139	HOUR	\$ 62.97	
00022	YEAR 1 COMMODITY CODE: 958-26-085935 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROJECT ADMINISTRATOR II - HOURLY RATE	156	HOUR	\$ 85.13	
00023	YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES] ITEM DESCRIPTION:	381	HOUR	\$ 69.97	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 6

LINE NO.	COMMOOITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00024	MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROJECT ADMINSTRATIVE I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	1970	HOUR	\$ 69.97	
00025	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROJECT ADMINSTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085938 [MANAGEMENT SERVICES]	3912	HOUR	\$ 69.97	
00026	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	415	HOUR	\$ 104.29	
00027	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.3 DIREC COST YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$2,704,525.00	
00028	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4	156	HOUR	\$ 174.93	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &			PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00029	PROGRAM CHIEF EXECUTIVE (PROGRAM DIR.) HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 1	872	HOUR	\$ 157.44	
00030	COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 CONSTRUCTION MANAGER (PROJECT MANAGER II) HOURLY RATE YEAR 1	6434	HOUR	\$ 126.94	
00031	COMMODITY CODE: 958-26-085925 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 SUBCONTRACTS MANAGER (PROJECT MANAGER) HOURLY RATE YEAR 1	260	HOUR	\$ 141.04	
00032	COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 SENIOR STAFF - HOURLY RATE YEAR 1	556	HOUR	\$ 174.93	
00033	COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1	1078	HOUR	\$ 157.44	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 8

LINE NO.	COMMOOITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00034	COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT MANAGER II - HOURLY RATE YEAR 1	996	HOUR	\$ 141.04	
00035	COMMODITY CODE: 958-26-085931 [MANAGEMENT SERVICES] ITEM OESCRPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT SCIENTIST - HOURLY RATE YEAR 1	4701	HOUR	\$ 85.13	
00036	COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 ENVIRONMENTAL TECH III - HOURLY RATE YEAR 1	4657	HOUR	\$ 62.97	
00037	COMMODITY CODE: 958-26-085933 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 SENIOR PROJECT ADMIN - HOURLY RATE YEAR 1	2078	HOUR	\$ 126.82	
00038	COMMODITY CODE: 958-26-085934 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT ADMINSTRATOR II - HOURLY RATE YEAR 1	1039	HOUR	\$ 85.13	
00039	COMMODITY CODE: 958-26-085935 [MANAGEMENT SERVICES] ITEM DESCRIPTION:	883	HOUR	\$ 85.13	

PRICE SHEET

GSA CONTRACT

PROCUREMENT BUREAU
 PURCHASE BUREAU
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CONTRACTOR: SHAW ENVIRONMENTAL &

LINE NO.	COMMOOITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00040	MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT ADMINSTRATOR II - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	658	HOUR	\$ 69.97	
00041	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT ADMINSTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	3504	HOUR	\$ 69.97	
00042	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT ADMINSTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085938 [MANAGEMENT SERVICES]	7834	HOUR	\$ 69.97	
00043	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	147	HOUR	\$ 104.29	
00044	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECTION 3.1.4 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$2,199,245.00	

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PROCUREMENT BUREAU
 PURCHASE BUREAU
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CONTRACTOR: SHAW ENVIRONMENTAL &

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	DIRECT COST YEAR 1				
00045	COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1	208	HOUR	\$ 157.44	
00046	COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 PROJECT MANAGER II - HOURLY RATE YEAR 1	52	HOUR	\$ 141.04	
00047	COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1	139	HOUR	\$ 174.93	
00048	COMMODITY CODE: 958-26-085930 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 PROJECT SCIENTIST II - HOURLY RATE YEAR 1	3871	HOUR	\$ 76.62	
00049	COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 PROJECT ADMINSTRATOR 1 - HOURLY RATE YEAR 1	139	HOUR	\$ 69.97	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 11	

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00050	COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 PROJECT ADMINSTRATOR I - HOURLY RATE YEAR 1	208	HDUR	\$ 69.97	
00051	COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 PROJECT ADMINSTRATOR III - HOURLY RATE YEAR 1	537	HOUR	\$ 104.29	
00052	COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE AND QUALITY MONITORING SECONDARY RREM AS PER SECTION 3.1.5 DIRECT COST YEAR 1	1	LOT	\$ 36,005.00	
00053	COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECTION 3.1.6 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 1	208	HOUR	\$ 157.44	
00054	COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECTION 3.1.6 CONSTRUCTION MANAGER (PROJECT MGR II) HOURLY RATE YEAR 1	52	HOUR	\$ 126.94	
00055	COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS	312	HOUR	\$ 174.93	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 12

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00056	SECONDARY RREM AS PER SECTION 3.1.6 SENIOR STAFF - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECTION 3.1.6 PROJECT ADMINISTRATOR - HOURLY RATE YEAR 1	52	HOUR	\$ 69.97	
00057	COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECTION 3.1.6 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 1	52	HOUR	\$ 104.29	
00058	COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECTION 3.1.6 DIRECT COST YEAR 1	1	LOT	\$ 36,005.00	
00059	COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 1	208	HOUR	\$ 157.44	
00060	COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 CONSTRUCTION MANAGER (PROJECT MGR II) HOURLY RATE YEAR 1	52	HOUR	\$ 126.94	
00061	COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES] ITEM DESCRIPTION:	52	HOUR	\$ 174.93	

PRICE SHEET

GSA CONTRACT

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 PURCHASE BUREAU
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CONTRACTOR: SHAW ENVIRONMENTAL &

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00062	MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 SENIOR STAFF - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085930 [MANAGEMENT SERVICES]	53	HOUR	\$ 76.62	
00063	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 PROJECT SCIENTIST II - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	52	HOUR	\$ 69.97	
00064	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 PROJECT ADMINISTRATOR I - HDURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	208	HOUR	\$ 104.29	
00065	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 DIRECT COST YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,005.00	
00066	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECTION 3.1.7 PROGRAM MGR (SENIOR STAFF) HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	52	HOUR	\$ 157.44	
00067	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECTION 3.1.8 PROGRAM MGR (SENIOR STAFF) HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	103	HOUR	\$ 174.93	

PRICE SHEET		GSA CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00068	MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECTION 3.1.8 SENIOR STAFF - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	52	HOUR	\$ 157.44	
00069	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECTION 3.1.8 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	51	HOUR	\$ 69.97	
00070	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECTION 3.1.8 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	156	HOUR	\$ 104.29	
00071	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECTION 3.1.8 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,005.00	
00072	DIRECT COST YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	260	HOUR	\$ 69.97	
00073	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECTION 3.1.9 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	2079	HOUR	\$ 69.97	
	ITEM DESCRIPTION:				

PRICE SHEET		GSA CONTRACT	
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00074	MANAGEMENT OF RREM LEAD RREM START UP AS PER SECTION 3.1.1 STAFF CONSULTANT - FIELD SUPERVISOR HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	624	HOUR	\$ 104.29	
00075	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECTION 3.1.9 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,005.00	
00076	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECTION 3.1.9 DIRECT COST YEAR 1 COMMODITY CODE: 958-26-085925 [MANAGEMENT SERVICES]	260	HOUR	\$ 141.04	
00077	ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECTION 3.1.10 SUBCONTRACTS MGR (PROJECT MANAGER II) HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	520	HOUR	\$ 69.97	
00078	ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECTION 3.1.10 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 1 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,005.00	
	ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECTION 3.1.10 DIRECT COST YEAR 1				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00079	COMMODITY CODE: 958-26-085954 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM SECONDARY RREM NOT TO EXCEED TRAVEL EXPENSES YEAR 1	1	LOT	\$ 366,049.00	
00080	COMMODITY CODE: 958-26-085922 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 PROG CHEIF EXECUTIVE (PROGRAM DIRECTOR) HOURLY RATE YEAR 2	43	HOUR	\$ 174.93	
00081	COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 2	43	HOUR	\$ 166.18	
00082	COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 CONSTRUCTION MGR (PROJECT MANAGER II) HOURLY RATE YEAR 2	87	HOUR	\$ 133.99	
00083	COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 SENIOR STAFF - HOURLY RATE YEAR 2	43	HOUR	\$ 174.93	
00084	COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM	190	HOUR	\$ 166.18	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00085	CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES]	43	HOUR	\$ 141.04	
00086	ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 PROJECT MANGAGER II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES]	43	HOUR	\$ 174.93	
00087	ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085931 [MANAGEMENT SERVICES]	43	HOUR	\$ 85.13	
00088	ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 PROJECT SCIENTIST II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES]	87	HOUR	\$ 66.47	
00089	ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 ENVIRONMENTAL TECH III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 221,159.00	
00090	ITEM DESCRIPTION: MANAGEMENT OF RREM - SECONDARY RREM CONTRACTOR ASSOCIATED COSTS SECONDARY RREM AS PER SECT 3.1.1 & 3.1.2 DIRECT COST YEAR 2 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	1022	HOUR	\$ 166.18	
	ITEM DESCRIPTION:				

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 18
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00091	MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROGRAM MGR (SENIOR STAFF) - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	4684	HOUR	\$ 133.99	
00092	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 CONSTRUCTION MGR (PROJECT MANAGER) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	52	HOUR	\$ 174.93	
00093	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 SENIOR STAFF - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	693	HOUR	\$ 166.18	
00094	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES]	208	HOUR	\$ 141.04	
00095	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT MANAGER II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES]	762	HOUR	\$ 174.93	
00096	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES]	139	HOUR	\$ 66.47	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00097	MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 ENVIRONMENTAL TECH III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085935 [MANAGEMENT SERVICES]	208	HOUR	\$ 85.13	
00098	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT ADMINISTRATOR II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	381	HOUR	\$ 69.97	
00099	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT ADMINISTRATOR 1 - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	1970	HOUR	\$ 69.97	
00100	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085938 [MANAGEMENT SERVICES]	3913	HOUR	\$ 69.97	
00101	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	416	HOUR	\$ 104.29	
00102	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$2,704,742.00	
	ITEM DESCRIPTION:				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00103	MANAGEMENT OF RREM - APPLICATION REVIEW AND PROCESSING SECONDARY RREM AS PER SECT 3.1.3 DIRECT COST YEAR 2 COMMODITY CODE: 958-26-085922 [MANAGEMENT SERVICES]	156	HOUR	\$ 174.93	
00104	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROG CHIEF EXECUTIVE (PROGRAM DIRECTOR) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	1108	HOUR	\$ 166.18	
00105	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	9983	HOUR	\$ 133.99	
00106	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 CONSTRUCTION MGR (PROJECT MANAGER II) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085925 [MANAGEMENT SERVICES]	221	HOUR	\$ 141.04	
00107	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 SUBCONTRACTS MGR (PROJECT MANAGER II) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	762	HOUR	\$ 174.93	
00108	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 SENIOR STAFF - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	1057	HOUR	\$ 166.18	
	ITEM DESCRIPTION:				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00109	MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES]	1031	HOUR	\$ 141.04	
00110	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT MANAGER II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085931 [MANAGEMENT SERVICES]	7082	HOUR	\$ 85.13	
00111	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT SCIENTIST II HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085932 [MANAGEMENT SERVICES]	4310	HOUR	\$ 66.47	
00112	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 ENVIRONMENTAL TECH - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085933 [MANAGEMENT SERVICES]	2078	HOUR	\$ 126.82	
00113	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 SENIOR PROJECT ADMIN - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085934 [MANAGEMENT SERVICES]	1039	HOUR	\$ 85.13	
00114	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT ADMINISTRATOR II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085935 [MANAGEMENT SERVICES]	883	HOUR	\$ 85.13	
	ITEM DESCRIPTION:				
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00115	MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT ADMINISTRATOR II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	658	HOUR	\$ 69.97	
00116	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	3504	HOUR	\$ 69.97	
00117	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085938 [MANAGEMENT SERVICES]	7833	HOUR	\$ 69.97	
00118	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 PROJECT ADMINISTRATOR II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	416	HOUR	\$ 104.29	
00119	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 DIRECT COST YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$2,199,461.00	
00120	ITEM DESCRIPTION: MANAGEMENT OF RREM - CONSTRUCTION MANAGEMENT SECONDARY RREM AS PER SECT 3.1.4 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	208	HOUR	\$ 166.18	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00121	MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085928 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 PROJECT MANAGER II - HOURLY RATE YEAR 2	51	HOUR	\$ 141.04	
00122	COMMODITY CODE: 958-26-085929 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2	260	HOUR	\$ 174.93	
00123	COMMODITY CODE: 958-26-085930 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 PROJECT SCIENTIST II - HOURLY RATE YEAR 2	3871	HOUR	\$ 80.87	
00124	COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2	139	HOUR	\$ 69.97	
00125	COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2	208	HOUR	\$ 69.97	
00126	COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES] ITEM DESCRIPTION:	537	HOUR	\$ 104.29	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 24
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00127	MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,221.00	
00128	ITEM DESCRIPTION: MANAGEMENT OF RREM - QUALITY ASSURANCE/ QUALITY MONITORING SECONDARY RREM AS PER SECT 3.1.5 DIRECT COST YEAR 2 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	208	HOUR	\$ 166.18	
00129	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 PROGRAM MGR (SENIOR STAFF) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	104	HOUR	\$ 133.99	
00130	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 CONSTRUCTION MGR (PROJECT MANAGER II) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	312	HOUR	\$ 174.93	
00131	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 SENIOR STAFF - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	52	HOUR	\$ 69.97	
00132	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	52	HOUR	\$ 104.29	

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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 25
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00133	MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,221.00	
00134	ITEM DESCRIPTION: MANAGEMENT OF RREM - APPEALS SECONDARY RREM AS PER SECT 3.1.6 DIRECTO COST YEAR 2 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	208	HOUR	\$ 166.18	
00135	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 PROGRAM MGR (SENIOR STAFF) - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085924 [MANAGEMENT SERVICES]	51	HOUR	\$ 133.99	
00136	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 CONSTRUCTION MGR (PROJECT MANAGER II) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	52	HOUR	\$ 174.93	
00137	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 SENIOR STAFF - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085930 [MANAGEMENT SERVICES]	52	HOUR	\$ 80.87	
00138	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 PROJECT SPECIALIST II - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	52	HOUR	\$ 69.97	

PRICE SHEET		GSA CONTRACT	
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 26

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00139	MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 PROJECT ADMINISTRATOR 1 - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	208	HOUR	\$ 104.29	
00140	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,221.00	
00141	ITEM DESCRIPTION: MANAGEMENT OF RREM - COMPLIANCE MONITORING SECONDARY RREM AS PER SECT 3.1.7 DIRECT COST YEAR 2 COMMODITY CODE: 958-26-085923 [MANAGEMENT SERVICES]	52	HOUR	\$ 166.18	
00142	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 PROGRAM MANAGER (SENIOR STAFF) HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085926 [MANAGEMENT SERVICES]	104	HOUR	\$ 174.93	
00143	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 SENIOR STAFF - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085927 [MANAGEMENT SERVICES]	103	HOUR	\$ 166.18	
00144	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 SENIOR TECH CONSULTANT - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	51	HOUR	\$ 69.97	

PRICE SHEET	GSA CONTRACT
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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 27
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00145	MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	156	HOUR	\$ 104.29	
00146	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,221.00	
00147	ITEM DESCRIPTION: MANAGEMENT OF RREM - ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION SECONDARY RREM AS PER SECT 3.1.8 DIRECT COST - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES]	260	HOUR	\$ 69.97	
00148	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECT 3.1.9 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085937 [MANAGEMENT SERVICES]	2078	HOUR	\$ 69.97	
00149	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECT 3.1.9 PROJECT ADMINISTRATOR I - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085939 [MANAGEMENT SERVICES]	622	HOUR	\$ 104.29	
00150	ITEM DESCRIPTION: MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECT 3.1.9 PROJECT ADMINISTRATOR III - HOURLY RATE YEAR 2 COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES]	1	LOT	\$ 36,221.00	
	ITEM DESCRIPTION:				
		VENDOR COPY			

PRICE SHEET	GSA CONTRACT
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PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : A84066 T-NUMBER : G8046 CONTRACTOR: SHAW ENVIRONMENTAL &	PAGE 28
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	MANAGEMENT OF RREM - DOCUMENT MANAGEMENT AND RECORDS RETENTION SECONDARY RREM AS PER SECT 3.1.9 DIRECT COST YEAR 2				
00151	COMMODITY CODE: 958-26-085925 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECT 3.1.10 SUBCONTRACT MANAGER (PROJECT MANAGER II) HOURLY RATE YEAR 2	299	HOUR	\$ 141.04	
00152	COMMODITY CODE: 958-26-085936 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECT 3.1.10 PROJECT ADMINSTRATOR I - HOURLY RATE YEAR 2	520	HOUR	\$ 69.97	
00153	COMMODITY CODE: 958-26-085953 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM - ACCOUNTING AND REPORTING SECONDARY RREM AS PER SECT 3.1.10 DIRECT COST YEAR 2	1	LOT	\$ 36,221.00	
00154	COMMODITY CODE: 958-26-085954 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM SECONDARY RREM NOT TO EXCEED TRAVEL EXPENSES YEAR 2	1	LOT	\$ 366,049.00	
00155	COMMODITY CODE: 958-26-085956 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM PASS THROUGH DIRECT COST	1	LOT	NET	
00156	COMMODITY CODE: 958-26-085956 [MANAGEMENT SERVICES] ITEM DESCRIPTION: MANAGEMENT OF RREM	1	LOT	NET	

PRICE SHEET	GSA CONTRACT
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PROCUREMENT BUREAU
 PURCHASE BUREAU
 STATE OF NEW JERSEY
 33 WEST STATE ST 9TH FL
 PO BOX 230
 TRENTON NJ 08625-0230

NUMBER : A84066
 T-NUMBER : G8046
 CONTRACTOR: SHAW ENVIRONMENTAL &

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	AS SECONDARY RREM PASS THROUGH TRAVEL EXPENSES				

State of New Jersey Standard Terms and Conditions

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-** Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.
2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS** - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- 2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. 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 <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.
- 2.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.
- 2.3 **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] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 2.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
- 2.5 **MACBRIDE PRINCIPLES** – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.
- 2.6 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
 - a. make or solicit a contribution in violation of the statute;
 - b. knowingly conceal or misrepresent a contribution given or received;
 - c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

State of New Jersey

Standard Terms and Conditions

- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE – The 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 N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

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

- a. No vendor shall pay, 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 vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to 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.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set

State of New Jersey

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off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

- 2.10 COMPLIANCE - LAWS** - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 2.11 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**
- 3.1 COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.
- 3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who 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.
- 3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS** - N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:
- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 - b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
- 3.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.
- 3.6 **SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

- 3.7 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. **INDEMNIFICATION AND INSURANCE**

- 4.1 **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:
- (a) Indemnification for Third Party Claims - 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 which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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.
 - (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
 - (c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

State of New Jersey Standard Terms and Conditions

- 4.2 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

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

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- 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. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- 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. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.
- e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

- 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the State.
- 5.2 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
- 5.3 CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
- 5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK** – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the

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Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- a. For Convenience
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.
- b. For Cause
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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5.8 **SUBCONTRACTING OR ASSIGNMENT** –

- a. **Subcontracting**: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- b. **Assignment**: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 **NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE** - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 **MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR** - The contractor hereby certifies that:

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

5.12 **DELIVERY REQUIREMENTS** -

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

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- 5.13 **APPLICABLE LAW AND JURISDICTION** - This contract 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 and shall be filed in the appropriate Division of the New Jersey Superior Court.
- 5.14. **CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.
- 5.15 **MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.
- 5.16 **ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. **TERMS RELATING TO PRICE AND PAYMENT**

- 6.1 **PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price 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 price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

- 6.2 **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.

6.3 **PAYMENT TO VENDORS** -

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by

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- the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.
 - c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.
 - d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 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 State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues 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 appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.



Signature

May 9, 2013

Date

President, Environmental & Infrastructure
Title