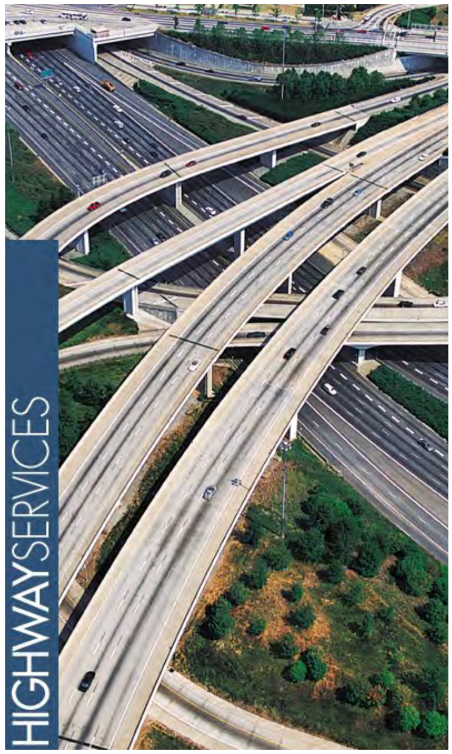
REAL ESTATE SOLUTIONS
FOR INFRASTRUCTURE



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PROPOSAL FOR REQUIRED SERVICES

New Jersey Department of Environmental Protection

Greenway Project - Relocation Services

October 19, 2023

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

October 19, 2023

New Jersey Department of Environmental Protection 436 E State St, Trenton, NJ 08608

[redacted]
Office of the Deputy Commissioner
Legal, Regulatory & Legislative Affairs
436 E. State Street
Trenton, New Jersey 08608

RE: Relocation Consultant Services Contract No.: GP-0293-R01

Dear [redacted]:

O. R. Colan Associates, LLC ("**ORC**") is pleased to provide our Proposal for the above-referenced RFP to the New Jersey Department of Environmental Protection (**hereinafter referred to as "NJDEP" or "Department"**). As you will read in our proposal, ORC has been providing acquisition and relocation assistance services for both large and small clients in New Jersey and other Northeastern States since 2002, and throughout the country for over fifty years.

Our headquarters office is located at 7005 Shannon Willow Road, Suite 100, Charlotte, North Carolina 28226.

Our local administrative office is located at 1200 Morris Avenue, Suite 3005, Short Hills, New Jersey. ORC's Contact person is Senior Manager Nancy Maieski, who can be contacted by phone at (908) 558-1900 Ext. 11, or by email at nmaieski@orcolan.com). She prepared the Proposal and is the proposed Lead Program Manager for all relocation services upon an award.

Understanding of the Required Services

ORC understands that the Department acquired a 9-mile corridor from Norfolk Southern Railroad that runs through Essex and Hudson Counties, NJ (generally from Montclair to Jersey City), called the Greenway Project **("Greenway")**. Businesses that operated under various leases on the Greenway are eligible for relocation assistance advisory services and benefits (**hereinafter called "Tenant" or "Tenants"**). Some Tenants have not yet left the Greenway must be provided compliant relocation assistance advisory services and benefits; others, who have started relocation or completed vacated the Greenway were not offered benefits and their entitlements must be cured to degree possible. NJDEP advised that federal funds were used in the project (we assume federal EPA); if federal funds were used in any portion of a project the guiding regulations should be the federal **"Uniform Act"** (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and codified in Title 42, Section 4601 et seq. of the United States Code, and the applicable implementing regulations a set forth in Title 49, Part 24 of the Code of Federal Regulations).

ORC will attend a kickoff meeting and provide compliant services consistent with the general scope of services for Tasks 1-3 in the RFP, make its best efforts to identify areas of non-compliance, communicate those to the Department through discussions and a Relocation Assistance Plan (hereinafter called the "Relocation Plan"), and provide services to relocate businesses on the Greenway and work with NJDEP to provide curable benefits to the tenants moving or fully vacated. ORC understands NJDEP's urgency to complete this project and our staff will do its best to relocate tenants as quickly as possible while remaining compliant with applicable regulations. The RFP timeline will be difficult to achieve and remain compliant with regulations. Business relocations often can take several months to one year (or more depending upon the size and complexity of the operations) so that reasonable time limits are provided to search for a replacement, to obtain estimates, to move, and to submit claims (Tenant has up to

18 months for claims submittals). We propose a reasonable alternate schedule in Section 4 of this submittal.

We will employ qualified and competent personnel to perform the required Scope, who have years of relevant experience. Some have worked in New Jersey and/or other States in the country. Other than the vendors (translation and estimating) we address in the narrative and cost proposal, We do not anticipate the utilization of subconsultants for this project.

We believe that ongoing communication with our client is critical for success. ORC will ensure that all lines of communication are very clear, and the required protocol for disseminating all verbal and written communication and status reports is fully understood and followed. We will advise the Department of any issues that may compromise the objectives of the program and/or the project schedule or create any negative media attention. Any hazards found in and around the project site will be immediately reported to NJSDA. We will keep the Department informed of any issues with a Tenant that is not cooperative or refuses to move so that NJDEP can work with its counsel to explore other options if the relocation cannot be completed.

Our proposal includes Five Sections that follow the outline in the RFP:

- Section 1: ORC Qualifications
- Section 2: ORC Approach
- Section 3: Staffing
- Section 4: Schedule
- Section 5: Cost Estimate

ORC commits to the best outcome for our clients and will dedicate our efforts to this assignment. Our services will be performed with integrity, cost effectiveness, and compliance with all applicable laws, regulations, and procedures.

Thank you for your consideration.

Sincerely,

Stephen J. Toth

Stephen J. Toth, President
888-420-4090, [redacted]; stoth@orcolan.com

SECTION 1: ORC QUALIFICATIONS

ORC is uniquely qualified to provide the services requested under this RFP. We have extensive experience in relocation assistance, and we have had experience in evaluating and recommending strategies to mitigate post-acquisition and/or relocation benefits that were noncompliant with the Uniform Act.

ORC has been in operation since 1969 and is recognized nationally as one of the most experienced companies specializing in acquisition and relocation services for publicly funded projects. We deliver projects under the Federal Uniform Act and under local laws and regulations. Our relocation assistance experience is extensive; in New Jersey and New York alone, we have successfully relocated businesses and residents in the thousands, and completed dozens of plans that meet federal or state requirements since 2002. Our well-established New Jersey office in Short Hills (originally in Newark, then in Union Township) is relatively close to the Greenway. We have experienced staff in New Jersey and New York, and throughout the country.

Below is a short list of New Jersey, New York, and Philadelphia area clients and projects that had similar services to those requested in this RFP. Some of our clients have contracted with ORC multiple times on multiple projects, demonstrating the quality of our work and our reliability.

New Jersey

- **New Jersey Schools Development Authority (NJSDA)**: Relocation Assistance for approximately 60 Schools Facilities projects in North and North Central Regions – collectively, approximately 1,500 residential and 500+ businesses located in inner cities designated as Abbott Districts. Most recent relocation efforts were in Union City and Orange, New Jersey. We have been under contract with NJSDA since 2003.
- **Port Authority of New York and New Jersey (PANYNJ):** Relocation assistance for forty-two residents and eight businesses for the Goethals Bridge Replacement Project in Elizabeth, New Jersey (May 2012 – current). We also provided relocation assistance services for six Manhattan businesses along the Hudson River for the ARC Tunnel Project and completed a Relocation Assistance Plan for about seventy-five businesses around Manhattan Penn Station (2009-2010, project cancelled 12/2010).
- **NJ Transit**: Relocation Assistance for the following projects:
  - Portal North Bridge: Relocation of a large industrial commodities metals recycling operation in Kearny (2023).
  - ARC Tunnel: six businesses including a 630-unit Self Storage Facility in North Bergen;
  - Hudson Bergen Light Rail: seventy-five businesses, North Bergen; two businesses in Bayonne.
- **New Jersey Department of Transportation (NJDOT):** Full service right of way for the Highways 46/15 bridge replacements and highway improvements in Dover, NJ (included the relocation of nine residents and four businesses). Currently under contract to acquire interests from twenty-two parcels and relocate occupants from three properties in Raritan, NJ.
- **Middlesex County, NJ:**
  - Relocate corporate office for international company in Avenel, NJ (Current)
  - Relocate three residential occupants for a project in Edison, NJ (2020)
  - Acquire various interests for seventeen parcels, and relocate a resident and business in Sayreville (2011)

New York, NY

- **Metropolitan Transportation Authority (MTA) relocation:**
  - 2nd Avenue Subway Phase 1, and East Side Access project relocations in Manhattan and Queens, NYC (collectively fifty-nine residential and twenty business relocations), quality assurance reviews (2007-2022)
  - 2nd Avenue Subway Phase 2, various additional projects: in process, number of residential and commercial unknown but will be at least one hundred residential and fifty commercial (2022-current)

- **New York State Governor's Office of Storm Recovery:** Relocation assistance for tenants that must move because of state buyout of highly damaged properties (130 permanent relocations) or repair of properties (tracking of 250 tenants needing temporary relocation during construction) resulting predominantly from Superstorm Sandy on Staten Island and Long Island, New York. (2015-2019)

Philadelphia, PA

- **Redevelopment Authority of Philadelphia:** Relocation of 75 residential and twelve businesses redevelop the North Philadelphia Sharswood-Blumberg neighborhood

- **Chester Redevelopment Authority:** Relocation of one hundred residents from downtown Chester, PA for the Highland Gardens redevelopment

- **Redevelopment Authority of Philadelphia:** Relocation of sixty-three residential and forty-seven businesses to expand the downtown Convention Center

Honolulu, Hawaii

- ORC was contracted by the Honolulu Authority of Rapid Transportation ("HART") that identified noncompliance with the Uniform Act by a consultant that relocated one hundred residents and businesses in an internal audit. ORC identified the items of noncompliance and recommended remedies for those benefits that could be cured.

SECTION 2: APPROACH- IMPLEMENTATION OF TASKS 1-3

GENERAL

We assume for the purposes of this submittal that the federal Uniform Act applies for this project, as the NJDEP advised that there were federal funds in the project. The Uniform Act is generally used whether there is federal participation; and it provides a slightly higher level of rights and benefits.

ORC will administrate this project from its office at 1200 Morris Turnpike, Short Hills, NJ. Which is about twenty miles from the project site (11 from Montclair, twenty-one from Jersey City).

Our approach to staffing will be to utilize both local staff in New York and New Jersey, and staff from other offices as needed for field and remote work. Our Cost Estimate (Section 5 of this Proposal) includes potential travel allowances into our cost proposal for staff to cover travel that may occur.

The following is a discussion of our approach for Task 1, Task 2, and Task 3.

TASK 1 - RESEARCH PHASE/RELOCATION ASSISTANCE PLAN PREPARATION ("PLAN")

We will prepare a Relocation Assistance Plan ("**Plan**") that meets the requirements of the Uniform Act. ORC staff has prepared dozens of Plans to comply with state and federal regulations. The Uniform Act provides a few additional obligations and benefits for businesses which include payment of eligible reestablishment expenses up to $25,000 and requires a Ninety-Day Notice to the displacee which assures that they have at least ninety days before they must move. The Plan will also meet requirements of the New Jersey Department of Community Affairs ("**DCA**").

NJDEP has advised that there are no residents impacted by the project.

Drafting the Plan requires necessary research and investigation to understand the circumstances of each tenant business ("**Tenant**" or "**Tenants**") to be moved; or, if the Tenant has already moved, to evaluate the benefits that should have been afforded in compliance with the Uniform Act. Our proposed steps for Task 1 are as follows:

- **Review all available Documentation.** Obtain and review all information from NJDEP on each Tenant that operated on the Greenway. This information should include current addresses and contact information, any letters or notices sent to the Tenants relative to the project, terminated and current leases for all tenant businesses, paid expenses to move for those that have relocated and as much information as available regarding the business as it existed on the Greenway; a plan showing the alignment and location of each business. Information on Tenants that occupied the Greenway prior to the sale is also important; if they moved because of the imminent sale, they may also be entitled to benefits. Lease provisions regarding the handling of tenant improvements will determine the ownership of those improvements at least expiration.

- **Site Survey Interviews**. A Site Survey Form will be drafted by ORC that incorporates critical information to be captured for further evaluation.

  ORC will contact each Tenant and schedule an interview in person, at the place of business, whenever possible. This provides a visual of the operations and the inventory of personal property that will have to be relocated. Regulations require that there be no language barriers to understanding the program, its requirements, eligibilities, and benefits. If barriers exist, and a translator is necessary, ORC will subcontract with a translation company to assist during the interview and throughout the relocation. (An allowance is provided as a line item in the Part 5 Cost Estimate; actual need may require more or less).

  The Tenant will be advised that the interview is preliminary and is for the purpose of determining eligibility for benefits under the Greenway Project program. The program will be explained in more detail and potential benefits will be discussed.

  Questions will be asked regarding the nature of the operations, location of clientele, number of employees, personal property to be moved, property to be moved, needs and preferences. If the Tenant has not yet moved, ORC will ask if the Tenant wants to reestablish its operations and, if so, if a site has been found. ORC will offer its assistance in searching for potential replacement sites as needed to demonstrate the Department's best efforts in attempting to reestablish the business at a new location. In the case of Tenants that have already moved, we will ask for any additional expenses they may have paid to relocate for potential reimbursement.

  The Tenant may be asked if we can schedule estimators to provide estimates on moving personal property. This may also include an assessment of data, phone and security systems that will need to be reinstalled or installed new at the replacement site. We will also explain their options for the actual move (use commercial movers that provide estimates; utilize their own movers up to the maximum of the lowest bid; or a self-move if the Department determines that they qualify.

- **Deliver all Required Notices.** Prior to or before the site survey interview, each Tenant should be provided notices that are required under the Uniform Act. A General Information Notice is required by the Uniform Act that advises the Tenant they must move from the property, and describes certain rights, benefits, and eligibilities. A Notice of Eligibility must also be provided to each Tenant. ORC will draft these letters, which will vary somewhat based upon the relocation status of the Tenant and will have NJDEP review and approve them. Those Tenants that have not yet moved must be provided a Ninety-Day Notice, which provides assurance that they have at least ninety days before they must move. A Thirty-Day Notice to vacate is also required and will be discussed in Task 2. A brochure, most likely the Federal brochure "Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program," will be presented to the Tenant.

- **Finalize Site Surveys with as much detail as possible**. The site survey, along with the documentation provided by NJDEP, will be the primary source of information for drafting of the Plan. ORC will finalize these documents and add additional information if it is found.

- **Prepare the Plan Draft**. The Plan will be prepared with all of the information required under the Uniform Act. Note that relocation benefit costs for currently occupied Tenants and those that have relocated will be estimated in the Plan; actual estimates will not be obtained until after the Plan is submitted.

  All Tenants found that have occupied or are currently occupying the Greenway will be identified in the Plan. If the Tenant has already moved, ORC will provide a recommended strategy for determining the potential benefits that may be paid. Tenants deemed ineligible for benefits (i.e., not legally present in the United States) will be identified with the reason stated. Benefits will need to be determined based upon the business's status relative to relocation.

  The interviews and investigations in Task 1 take time; they are critical for drafting the Plan and understanding the details of each Tenant. It may take weeks to find the Tenant representatives for interviews and to further research other data as needed. The Investigation phase and drafting the Plan typically may take 60 days or more depending upon the number of interviews that must be conducted. (Section 4 discusses ORC's proposed schedule and typical timeframes based on past relocation assistance projects.)

TASK 2 - RELOCATION ADVISORY AND ASSISTANCE SERVICES (PLAN EXECUTION)

Task 2 is the relocation assistance phase which occurs once NJDEP advises that the Plan has been approved by DCA. Providing the required notices have been sent as discussed in Task 1, (the General Information Notice, Eligibility Notice to all, and the Ninety-Day Notice to occupying Tenants, ORC will initiate the implementation phase of the project.

Below are some actions that ORC will take in each category of Tenants that are on the project.

TENANTS CURRENTLY OCCUPYNG THE GREENWAY (HIGHEST PRIORITY)

Search for Suitable Replacement Sites

ORC will assist with finding potential replacement sites available on the market if the Tenant has not found a replacement. We will use MLS and other online resources to search for properties suitable for the displaced businesses and make our best efforts to provide these opportunities. Under the regulations, NJDEP is not required to find a replacement site before a business moves but must provide a reasonable period of time to search for a new location and must make its best efforts to provide available alternatives to the Tenant. The Tenant may find a replacement that requires improvements to accommodate the operations.

Move Cost Estimates

The Tenant is eligible for actual and reasonable move costs, which include the costs to move personal property and, for the purposes of machinery and equipment, any costs to disconnect/disassemble, and reconnect/reassemble at the new site. There may be several different estimates necessary for such items as business inventory, office furniture moves and the like. In addition, systems for IT, security phones, etc. will need to be evaluated for either relocation or appropriate adjustments if they are to be purchased new. ORC will find at least two estimates for each move component and the lowest estimate will set the maximum cost. We will attempt to obtain move cost estimates in Task 1 whenever possible to expedite the process.

Finding move contractors, plumbers and electricians, or specialist movers that will give free estimates is very difficult, and if obtained produces estimates that are inflated and often not based on a site visit. ORC has found that paying a fee to estimators yields more accurate and reliable estimates. Estimates for complex moves such as moving heavy equipment or large numbers of inventory loads require a breakout of labor and materials for disconnecting, loading, transporting, unloading, and reconnecting as needed. Paying estimators for their time provides a more meaningful set of estimates. (Note we have provided a line item allowance for estimating fees in Section 5, Cost Estimate for both Task 1 and Task 2). Once the estimates are obtained, ORC will review them with NJDEP and obtain authorization to present the amount of the approved most cost amounts to the tenants. The Tenant will have the option of selecting their owner commercial movers and contractors to the limit of the approved estimate or using the move contractor(s) selected by ORC. If a self-move is an option authorized by NJDEP, based on the viability of the company and their ability to move themselves, the approved estimates will be paid to the Tenant if they have moved by a date specific and the site is vacant, and keys turned over to NJDEP representatives. ORC will be available to assist NJDEP in drafting the agreement. In addition, the Tenant is eligible for documented reestablishment expenses up to $25,000 and search expenses up to $2,500.00. If the Tenant elects not to reestablish the business, they may be eligible for a fixed payment in lieu of relocation, up to $20,000 per the regulatory requirements.

Monitoring of the Move
ORC will visit the site to ensure that each move is progressing. Depending upon the size of the business, ORC may have to monitor truckloads to ensure that inventory/personal property leaving the Greenway site is delivered to the replacement site.

Thirty-Day Notice
A Thirty-Day Notice, with a specific vacate date, must be provided to the Tenant as part of the regulations. The vacate date must be at least thirty days from the date of the Notice. If the Tenant is fully cooperative and attempting to meet the vacate date, but justifiable reasons prevent them from vacating on that date, agencies typically provide a reasonable extension.

Assistance in Preparing and Filing Claims
ORC will be available to provide advisory assistance to the Tenant in filling out a claim form, and what documentation will be necessary to submit with the claims. ORC will submit claims forms to the designated NJDEP representative for review and approval. Note that the Tenant will have up to 18 months after relocating from the site to submit relocation claims.

Record Keeping and Documentation
ORC will maintain good records for each Tenant case, which will include all required notices, a contact log, documents, and correspondence, claim submittals, and any other information that are pertinent to the relocation. We will keep a hard copy and electronic file of the relocation case and believe that careful record keeping is the confirmation that relocation assistance was conducted in compliance with the regulations.

BUSINESSES THAT HAVE RELOCATED FROM THE GREENWAY

For those eligible Tenants that have moved from the site, in whole or in part, ORC will assess the rights and benefits they may have been entitled to and can be cured through relocation payments. Non-compliance regarding required notices cannot be corrected for those who have already moved.

Some of the steps ORC will take may include the following:

- Create a form to identify eligible benefits.
- Obtain any additional receipts/documentation for move and move-related costs already incurred by the Tenant from NJDEP or from the Tenant directly.
- Obtain any documentation of payments that may have been made to the Tenant by NJDEP.
- Subtract any payments already made by NJDEP, if any, to determine a net amount.
- Document payments that are to be made.
- Obtain post-move estimates in various categories as needed to determine the amount of potential benefits not documented to date.
- Prepare an itemized list of benefit payments due to the Tenant; submit to NJDEP for authorization.
- Discuss the amounts with the Tenant; have Tenant sign off on any payments made.

INELIGIBLE TENANTS

The Tenant shall be sent a Notice of Ineligibility that explains the reason for the determination. If the tenant provides further documentation that makes them eligible, ORC will work to provide them with the relocation assistance required.

Implementation of Task 2 relocation assistance and post-relocation benefit determine will take time, often several months. ORC provides a representative schedule in Section 4.

TASK 3 - MEETINGS, CONFERENCE CALLS, GENERAL PROJECT TEAM COORDINATION; ORC PROJECT MANAGEMENT

ORC understands the importance of meeting at regular intervals with Department staff to review status and discuss project challenges and will provide the scope of services as identified in the RFP. We have estimated hours for this task in Section 5 Cost estimate, based on 12 months.

Project Management

ORC has added a project management scope to this task that is critical for any project. This scope includes identifying staff and staffing assignments and coordination; creation of project forms, notices, and letters; file preparation; data entry into a spreadsheet or database and updating information; supervision of staff; monitoring of project schedule and costs; preparation of status reports; final closing of project; and other related activities.

The Cost Estimate in Section 5 of this submittal provides cost assumptions and an overall cost for Task 3.

SECTION 3: STAFFING

ORC provides a list of staff, both local and out of state, who may be available and assigned to this project. Our approach will be to assign experienced staff to reach the objectives of compliant and time sensitive relocation services. A summary of their experience, and their potential role, will be discussed. ORC has not included staff that may be assigned for quality review, document preparation and administrative duties. Relocation Agents will be brought in either locally or from other state offices or will work remotely to assist in research and benefit assessment as needed and as available. Upon a Notice to Proceed, ORC will provide NJDEP with a list of employees that will be assigned to this project. Some of the employees that may be utilized are listed below, with respective summary experience.

- **Nancy Maieski – Lead Project Manager**. We propose Nancy Maieski (ORC Vice President/Senior Manager) as the Program Manager for the statewide Contract. She has right of way experience for 30 years. Prior to working for ORC since 2004, she was the statewide Right of Way Director for the Wisconsin Department of Transportation. Nancy currently resides in New Jersey. She has administered and managed all ORC project assignments in New Jersey, New York, Philadelphia, and Delaware and is expected perform these duties on this contract.

- **Delores Singletary – Project Manager.** Delores has worked with ORC for over 30 years, managing acquisition and relocation projects throughout the country. Delores has been in the New York/New Jersey area for the last sixteen years as the Relocation Project Manager for MTA in New York City. She was instrumental in the relocation of businesses and residents for MTA's Second Avenue Subway Phase 1 and East Side Access; and is currently managing the relocation program for the Second Avenue Subway Phase 2 project and other projects. Delores may act as the assistant Project Manager on this project.
- **Anna Lee Durastanti – Relocation Project Manager.** Anna Lee has 30 years of experience in acquisition and relocation assistance programs. She is located in Ohio and has managed over 140 projects with ORC and specializes in relocation under the Uniform Act and may assist remotely in any research that must be accomplished on the Tenants that have already moved and review some of the proposed cures for relocation benefits.
- **Martin Tanger – Relocation Specialist.** Martin has worked for ORC for 11 years, providing acquisition and relocation services to our clients in the Northeast. He currently has provided business and residential relocation assistance services to PANYNJ for the Goethals Bridge Replacement Project, for displaced entities for NJSDA, and is providing relocation and acquisition services to the Delaware Department of Transportation. He provided oversight for the NJSDA relocation program and acquired land for NJDOT. Marty would assist in interviewing the Tenants, obtaining estimates, providing relocation assistance to Tenants that must relocate, evaluating benefits, and other activities.
- **Patrick Pieja – Relocation Specialist**. Patrick has had 30 years of real estate and right of way experience. He worked with another consultant on PennDOT projects before joining ORC as a Lead Right of Way Agent for the Hudson Tunnel Project, providing acquisition and relocation services for NJ Transit's acquisition program. He works from Pennsylvania and can assist with Tenant interviews and remote assessment of benefits.
- **Robert Merryman – Technical Advisor**. Mr. Merryman is known throughout the country for training in relocation at all levels for the National Highway Institute and the International Right of Way Association and has nearly 35 years of experience in acquisition and relocation work. He has presented relocation assistance (and in some cases acquisition/negotiation) training to New Jersey local agencies and employees of NJSDA, the New Jersey Department of Transportation, New Jersey Transit, and large client agencies in New York. At NJSDA's request, he has made himself available for high-level discussions with NJSDA managers relating to specific questions on, and potential solutions to, the most complex and difficult relocations. One example was providing advisory services on cost effective and compliant resolutions in moving a New Brunswick Concrete Barrier Manufacturer on an NJSDA Demonstration project. Mr. Merryman has also provided advice on Universal Metalcraft – a complex move of a metal fabrication plant on the Paterson 16 NJSDA project – relative to structuring acquisition and relocation payments to prevent duplication.
- **Lisa Barnes – Technical Advisor.** Lisa has been in the right of way industry for her whole career and has been the Training Director at ORC for 17 years. She provides Uniform Act training for federal agents and clients and teaches with the National Highway Institute. She was a manager of Right of way for the Florida Department of Transportation for decades. She will be available to answer technical questions and review benefit evaluations.

- **Other staff member who may be assigned include:**
  - **Maegan Hicks – Right of way Agent**. Meagan is located in New Jersey and has been in real estate many years prior to joining ORC. Maegan has access to the New Jersey MLS service for all counties and can assist in searching for replacements and will assist in creating specifications and engaging move cost estimators.
  - **Caitlin Nagle – Right of Way Agent.** She has been an Agent for five years. She is located in Ohio and can assist with Tenant information research.
  - **Christopher Miller – Assistant Project Manager.** He has 15 years of experience in right of way with a concentration in relocation and can be brought in from West Virginia as needed for relocation assistance.

SECTION 4: PROJECT SCHEDULE

ORC has been relocating non-residential entities for 50 years under both federal and local regulations and is familiar with the general timeframes necessary to relocate multiple businesses from a project alignment.

ORC cannot provide a schedule specific to the Greenway Project because we have limited information relative to both the types and number of Tenants to be relocated and those that have already moved. For those in which benefits must be determined post-relocation, we do not know how much research will be needed to recreate the benefits that can be cured. However, we have provided a business relocation schedule below that is representative of the timeframes that may be found in relocating non-residential displacees.

The schedule is considerably longer than the schedule presented in the RFP but is realistic and ensures that the project will be implemented in compliance with federal and other local relocation program requirements. As a requirement, it will provide reasonable time periods for the Tenant to find a replacement, plan the move, and reestablish the business operations. Some businesses, or some projects with numerous business relocations can take well more than 1-2 years to relocate. This schedule provides a ten-month timeframe (not including the 18-month claims submittal period) which may be achievable on this project depending on additional detail on the businesses.

ORC will provide relocation assistance and post-relocation assessments as quickly as is reasonably possible while remaining compliant with Uniform Act regulations in providing relocation assistance, and making its best efforts to assist the Department in identifying and addressing those regulatory elements that are curable.

Sample Schedule Project Schedule for Relocation (Assuming Project start of 11/15/2023)

Task Name	Duration	Start Date	Finish Date
Notice to Proceed	0 Days	11/15/2023	11/15/2023
Mobilization (Kickoff) Meeting		11/21/2023	11/21/2023
Project Setup	14 Days	11/15/2023	11/29/2023
Investigation	75 Days	11/21/2023	2/5/2023
Relocation Plan	80 Days	11/21/2023	2/10/2024
Obtain Estimates for Move and Move-Related Costs	90 Days	11/21/2023	2/20/2024
Market Research, Replacement Referrals	90 Days	11/21/2023	2/20/2024
Present relocation offers	75 days	2/25/2023	5/10/2024
Move out period	120 days	5/10/2024	9/7/2024
Assist in Preparation of Claim forms		9/7/2024	3/6/2026

SECTION 5: PROJECT COST ESTIMATE – TASKS 1-3

ORC provides a detailed cost estimate on the following page for the three tasks in the RFP. Since detailed project information is limited at this time relative to the exact number of affected Tenants and their type and status, ORC has prepared the estimate based on the following:

- The cost estimate is based upon the schedule presented in Section 4 above.
- Relocation assistance and post relocation assessment are treated the same in terms of cost, given the unknowns relative to the amount of research and tracking that may need to be accomplished for the Tenants already moved.
- An adjustment to the cost estimate may be needed if: additional Tenant cases are found; one or more Tenant businesses are large industrial/manufacturing businesses which are extremely complex and very labor intensive to move or assess post-relocation benefits; or any project delays, not caused by ORC, requiring duplication of completed activities or re-staffing. Any justifiable requests for an increase to the budget shall not be unreasonably withheld by NJDEP.

  As stated in the Section 2 Task 3 approach, ORC has added Project Management labor hours to Task 3, along with the meeting and related activities with NJDEP described in the RFP. Project Management starts immediately with Project Setup and runs the length of the project. Costs for Tasks 3 are estimated to be about 75% Project Management, and 25% client meetings and status.

GREENWAY RELOCATION ESTIMATE

TASK 1 - Investigation, Research, Draft Plan	Rates	Hours	Total
ORC Labor			
Project Manager	$225.00	80	$18,000
Senior Relocation Specialist	$160.00	115	$18,400
Relocation Specialist	$120.00	120	$14,400
Document Specialist/Admin Assistant	$100.00	15	$1,500
Total Labor - ORC			**$52,300**
Expense Allowances (Rounded)			
Travel - Mileage (IRS current .655/mile, say 10,000 miles)		7,000	
Airfare (say 2, round trip from Ohio)		1,000	
Tolls and Parking		1,200	
Per Diem ($216/day Lodging & M&I, Newark - 2 staff 4 nights each)		1,800	
Rental Car, say 1 car, 4 days		500	
Postage (Say 50 regular, 50 Certified)		500	**$12,000**
Vendor Allowances			
Estimators - Move and Move Related Services		15,000	
Translation Services		7,500	**$22,500**
TOTAL - TASK 1			**$86,800**
TASK 2 - Implementation (Relocation Assistance)	**Rates**	**Hours**	**Total**
ORC Labor			
Senior Relocation Specialist	$160.00	730	$116,800
Relocation Specialist	$120.00	730	$87,600
Quality Control Specialist	$100.00	25	$2,500
Document Specialist/Admin Assistant	$100.00	10	$1,000
Total Labor - ORC			**$207,900**
Expense Allowances (Rounded)			
Travel - Mileage (IRS current .655/mile, say 12,000 miles)		8,000	
Airfare (say 2, round trip from Ohio)		1,000	
Tolls and Parking		1,200	
Per Diem ($216/day Lodging & M&I, Newark - 2 staff 4 nights each)		1,800	
Rental Car, say 1 car, 4 days		500	
Postage (Say 50 regular, 50 Certified)		500	**$13,000**
Vendor Allowances			
Estimators - Move and Move Related Services		15,000	
Translation Services		7,500	**$22,500**
TOTAL - TASK 2			**$243,400**
TASK 3-PROJECT MGMT (75%), RFP CLIENT SCOPE (25%)	**Rates**	**Hours**	**Total**
ORC Labor			
Project Manager	$225.00	300	$67,500
Senior Relocation Specialist	$160.00	171	$27,360
Relocation Specialist	$120.00	76	$9,120
Document Specialist/Admin Assistant	$100.00	40	$4,000
Total Labor - ORC			**$107,980**
Expense Allowances (Rounded)			
Office Supplies			**$500**
TOTAL - TASK 3			**$108,480**
Total Cost Estimate			**$438,680**

SEE ASSUMPTIONS UNDER SECTION 5 OF THE PROPOSAL

State of New Jersey Standard Terms and Conditions

(Revised June 21, 2023)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations 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 Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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 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 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 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. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 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.

2.7 MACBRIDE PRINCIPLES

The Contractor 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.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

(1) Make or solicit a contribution in violation of the statute;
(2) Knowingly conceal or misrepresent a contribution given or received;
(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
(5) 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;
(6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
(7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
(8) 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.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf.

2.9 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 (P.L.2005, c.271, rev. P.L.2023, c.30) 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/.

2.10 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 New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

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/she is employed or associated or in which he/she 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, now known as the State Ethics Commission, 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/her 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/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

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, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, 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 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 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.

2.13 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.

2.14 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.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants 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. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award or renewal of a Contract to said Contractor.

3.0 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 New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 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 Contractor 's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 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 pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

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

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

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

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

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, 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; and
   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.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 <u>et seq.</u>, 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.

3.6 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.

3.7 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.

3.8 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, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at https://www.cyber.nj.gov/report/ within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 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; and

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.

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. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 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, P.O. 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.nj.gov

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

A. Occurrence Form Commercial 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 Commercial 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 Commercial 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 $1,000,000 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. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
   2. $1,000,000 DISEASE EACH EMPLOYEE; and
   3. $1,000,000 DISEASE AGGREGATE LIMIT.

   This $1,000,000 amount may be raised when deemed necessary by the Director;

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 B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 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 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

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 30 days prior to the expiration date of the existing contract. The contractor shall have 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 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 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; and

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.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

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.

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 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; and
   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; and

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.

5.8 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/her 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. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

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 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 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.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of 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; and

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; and

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.

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 AND AUDITS

A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

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; and
    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; and
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.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:

(i) if directed to do so by a court or arbitrator of competent jurisdiction; or

(ii) pursuant to a lawfully issued subpoena or other lawful document request:

(a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or

(b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 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.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

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 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 Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's 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; and

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 Office of Diversity and Inclusion.

E. The Contractor shall have sole responsibility for all payments due any Subcontractor

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 60 days of the agency's receipt of a properly executed State Payment Voucher or within 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 revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)_

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

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

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

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

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 to guarantee equal employment opportunity to veterans.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
   (i) The contactor or subcontractor shall interview the referred minority or women worker.
   (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
   (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
   (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at https://newjersey.usnlx.com/;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature: Steve J Toth

Date: October 12, 2023

Steve Toth, President & COO
Print Name and Title

O.R. Colan Associates, LLC.
Print Name of Contractor

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Request for Proposals
Greenway Project - Relocation Assistance
Published: 9/29/23

OVERVIEW

The New Jersey Department of Environmental Protection (Department) issues this Request for Proposals (RFP) to solicit proposals for activities necessary to further certain planning and design activities to facilitate the creation of comprehensive master planning and detailed design documents (Master Plan & Designs) for the development of the 9-mile abandoned rail corridor in Essex and Hudson Counties (Greenway).

Under this RFP, the Department is seeking proposals for the development and implementation of a relocation assistance plan[1] to aid certain displaced persons who qualify due to their status as former tenants occupying land that will be used to develop the Greenway under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. § 4601 et seq.), and the New Jersey Relocation Assistance Laws (NJRA), which include: the Relocation Assistance Law of 1967 (N.J.S.A. 52:31B-1 et seq.), the Relocation Assistance Act (N.J.S.A. 20:4-1 et seq.), and Landlord Tenant Proceedings in the Law Division, Special Civil Part (N.J.S.A. 2A:18-51 et seq.), as applicable, including the Eviction Law (N.J.S.A. 2A:18-61.1 et seq.) (collectively, the "Relocation Assistance Laws").

PROJECT AREA

The Greenway consists of a long-dormant 8.63-mile rail line traversing two of the most densely populated counties in New Jersey and in the nation: Essex and Hudson Counties. Averaging 100 feet in width and encompassing approximately 135 acres, the Greenway passes through numerous, diverse commercial, industrial, and residential neighborhoods in eight New Jersey communities (Montclair, Glen Ridge, Bloomfield, Belleville, Newark, Kearny, Secaucus, and Jersey City), crossing both the Hackensack and Passaic Rivers in the process.

The Department envisions development of the Greenway, in coordination with other State agency partners, as a multimodal, walking, biking, and transit corridor providing new, safe, and equitable opportunities for outdoor recreation and open space enjoyment, improvement of regional transportation and stormwater performance, and spurring equitable economic growth and redevelopment in this heavily industrialized region. To maximize these opportunities, the Department acquired the corridor subject to appropriate reservations to allow use for transit, utility, and other economically beneficial uses consistent with the Greenway's underlying recreational purpose. The Department's acquisition of the Greenway may have resulted in the displacement of several commercial tenants along the Greenway corridor. Those former tenants' properties are herein referred to as the "Greenway properties."

Additionally, due to the legacy of industrial pollution in the vicinity of the Greenway and dilapidation of existing infrastructure, its development for public use requires the implementation of appropriate remedial safety measures to allow for public use.

While access to the property is currently restricted, the Department intends to open a portion(s) of the Greenway for public use and enjoyment by the end of 2025. As the development of the comprehensive

[1] For the purposes of this RFP, a "relocation assistance plan" under the federal URA is used interchangeably with a "workable relocation assistance plan," or "WRAP," under New Jersey's Relocation Assistance Laws.

master plan will necessitate extensive planning and deep, robust community and stakeholder engagement, the Department expects to undertake a phased approach to development that prioritizes initial investments in stormwater infrastructure, remediation, safety, and security and initial supportive public amenities. This phased approach would work in parallel to the development of the comprehensive Master Plan with further improvements and amenities subsequently incorporated into the Greenway in accordance with the finalized Master Plan. Additional information on the Greenway development project can be found here: https://nj.gov/dep/parksandforests/parks/thegreenway.html.

SCOPE OF WORK

Recognizing that development of this unique land asset requires the acquisition and re-designation of certain land previously owned by Norfolk Southern Railway Company and leased by several commercial tenants, the Department seeks assistance in the development and implementation of a Workable Relocation Assistance Plan (WRAP) to fulfill its obligations under applicable Relocation Assistance Laws.

The WRAP would be utilized to: (1) ensure any and all displaced commercial tenants eligible for assistance under the Relocation Assistance Laws have been identified and provided proper notice of their rights under applicable laws; (2) inform recommendations for Department actions to assist eligible displaced tenants in assessing relocation options and ultimately assist in relocating their respective businesses; and (3) identify and provide recommendations for any other aspects of relocation assistance, as required by federal or State law; and (4) administer and manage the relocation process set forth in the approved WRAP.

The Department has terminated some of the tenant leases, with a vacate date of 9/30/23. Other leases are yet to be terminated. In all, there are approximately 15-20 leases. All information on leaseholders and terminations will be provided to the Consultant following the Kick Off Meeting.

The Consultant shall complete the scope of work as described herein.

The Contractor shall include in their response to this RFP the budget necessary to complete the scope of work.

All project deliverables shall be submitted to the Department for review in a timely manner. Contractor shall provide all deliverables in a format suitable for inclusion on the Department's website.

The Contractor shall be responsible for completing the following tasks as soon as feasible and no later than **December 29, 2023**. The Department, in its sole discretion, may extend this contract for up to two 3-month periods.

TASK 1 – WORKABLE RELOCATION ASSISTANCE PLAN

The Contractor shall review relevant, available information, as well as the Relocation Assistance Laws, to assess the eligibility, status, and needs of the former tenants of the Greenway properties, as well as the extent of the Department's relocation assistance obligations to those tenants. Relevant information should include the property formerly occupied by each tenant, the previous lease agreement between the tenant and Norfolk Southern Railway Company, any current or pending relocation plans, the relevant business operations of the tenant(s), effective methods of communication and/or notice, and applicable regulatory or statutory frameworks. The Consultant shall use this information to develop a Workable Relocation Assistance Plan (WRAP) for the Department's review and Department of Community Affairs' (DCA) review, as necessary, pursuant to N.J.A.C. 5:11 and meeting the requirements of N.J.A.C. 5:11-6.1.

The Consultant shall develop the WRAP, which shall be designed to aid former tenants in relocating their respective businesses in accordance with the requirements of the Relocation Assistance Laws. See, e.g., N.J.S.A. 52:31B-5; N.J.A.C. 5:11. The WRAP will include, as necessary, recommendations to satisfy the requirements of a "workable relocation program," as defined and explained in the New Jersey Relocation Assistance Law of 1967, including the following, as necessary:

(1) determining the needs of displaced persons and business concerns for relocation assistance to supply information concerning programs offering assistance to displaced persons and business concerns and to assist in minimizing hardships to displaced persons in adjusting to relocation;
(2) assisting each displaced person to secure decent, safe, and sanitary dwelling units at prices or rents within his means and in areas reasonably accessible to his place of employment and not generally less desirable in regard to public utilities and public and commercial facilities;
(3) assisting owners of displaced business concerns in obtaining and becoming established in suitable business locations;
(4) providing any displaced person or business a reasonable time from the date of displacement within which to apply for a relocation assistance payment, as required by section 4 of the New Jersey Relocation Assistance Law of 1967, and to encourage the prompt transmittal of any such relocation assistance payment upon proper application therefor;
(5) providing for fair and reasonable relocation assistance payments pursuant to section 4 of the New Jersey Relocation Assistance Law of 1967; and
(6) securing to the greatest extent practicable, the co-ordination of relocation activities with other project activities and other planned or proposed governmental actions in the community or nearby areas which may affect the execution of the WRAP.
(7) See N.J.S.A. 52:31B-5(b); N.J.A.C. 5:11-6.1.

The Consultant shall identify former tenants who qualify as "displaced persons" under N.J.S.A. 20:4-14, assess whether any former tenants qualify as "displaced persons" under N.J.S.A. 2A:18-61.1g, and provide the Department with recommendations for providing notice and funding, as necessary, under those statutes as part of or in addition to the WRAP.

The Consultant shall recommend and facilitate communication between the former tenants and the Department to assess the current status of any ongoing relocation efforts and determine the needs of each former tenant's business operations in order to best offer assistance under the applicable laws.

The input and assessments generated from the WRAP will be utilized to inform the recommendations required under this scope of work.

The Consultant shall:
1. Identify eligible former tenants under the URA and each of the NJRA;
2. Propose a WRAP meeting the requirements of N.J.S.A. 52:31B-5(b) and N.J.A.C. 5:11-6.1;
3. Provide timing estimates and a proposed schedule of all communication and reporting efforts; and
4. Describe the assessment process and communication methods used to inform recommendations required under this scope of work.

The Consultant shall provide a draft WRAP to the Department for review, comment, and modification, as necessary, prior to submittal to DCA for its final review and approval. The Department will return comments within one week of receipt. After Department approval, the Consultant will submit the WRAP to DCA as required by the applicable rules.

Deliverable(s)
1. Draft WRAP for review by Department and DCA, as necessary, by November 1, 2023;
2. Final WRAP revised, based on comments from Department and DCA, as necessary, by

November 15, 2023; and
3. Any supporting documentation used to form conclusions or recommendations in the WRAP for Department review and recordkeeping.

TASK 2 – WORKABLE RELOCATION ASSISTANCE PLAN EXECUTION
The Consultant will implement the approved WRAP in accordance with the schedule and timing set forth therein and in compliance with applicable statutes and regulations.

The Consultant shall be responsible for identifying eligible former tenants and developing any necessary notice and communication materials for Department review and approval.

The Consultant shall apply an expedited timeline to ensure that any eligible displaced persons within the scope of this work order are provided effective assistance and that the Department's obligations are satisfied under applicable law and completed by the end of the contract term.

Deliverable(s)
1. Any notice documents provided to former tenants (for preliminary Department review and approval);
2. Implementation of WRAP by December 29, 2023; and
3. Regular reports, including updates on costs provided or relocation of any eligible displaced person(s).

TASK 3 – MEETINGS, CONFERENCE CALLS, AND GENERAL PROJECT TEAM COORDINATION
The Consultant shall schedule regular meetings with the Department to monitor progress, raise issues and collaborate on the tasks set forth in this scope of work including, but not limited to the following:

- Project Kick Off Meeting(s) – Within seven (7) business days of receiving the notice to proceed on execution of this scope of work, the Consultant's project manager and other key personnel shall participate in a project kick off meeting with the Department. At this meeting, contract requirements, timelines, and team member roles and responsibilities will be clarified.
- Status/Progress meetings – The Consultant shall meet with the Department at least every two (2) weeks to report on the progress of all tasks for the duration of the project. The Consultant Team shall:
  - Schedule all meetings;
  - Prepare meeting agenda;
  - Distribute a copy of the agenda to the meeting participants no later than two (2) business days prior to all meetings or conference calls; and
  - Prepare meeting summaries and transmit to Department no later than two (2) business days after the meeting.

Deliverable(s)
1. Meeting summaries for Progress/Status meetings.

ADMINISTRATIVE REQUIREMENTS
In addition to the tasks identified above, the Consultant will comply with administrative requirements listed below in accordance with Department requirements.

Progress Reporting
The Consultant shall be responsible for reporting all project progress at least monthly, unless a different

frequency is set by the Department and Consultant, for the duration of the contract. This requires:

1. Ensuring that all progress reports are submitted in a mutually agreed upon format and include the following:
    a. Task Name or description per the RFP;
    b. Task Status;
    c. Activities completed and anticipated for the next month; and
    d. Percent completed.

Invoicing
The Consultant's project manager shall ensure that all requests for payment:

1. Include employee timesheets;
2. Are signed by the employee's supervisor;
3. Are supported by completed activities/tasks described in the monthly progress reports; and
4. Include the Invoice Summary Table.

PROPOSAL REQUIREMENTS

Bidders may submit questions no later than **12:00 p.m. October 4, 2023** to [redacted] Responses to questions will be emailed to all Bidders and posted online on the same webpage where the RFP was posted (https://dep.nj.gov/bids/).

One electronic copy of the proposal must be submitted to [redacted] **by 12:00 p.m.** on **October 9, 2023**.

The proposal must include the following:

1. A statement demonstrating why the Bidder is uniquely qualified to complete the scope of work;
2. A detailed description of how the Bidder proposes to complete each task identified in the scope of work;
3. Name, title, and qualifications of personnel that will be assigned to each task and their experience to complete it successfully;
4. A schedule or timeline for completion of the specific tasks and deliverables set forth in the scope of work; and
5. A comprehensive budget showing the person-hours proposed to complete the activities set forth in the scope of work. Bidder shall submit an all-inclusive price to complete the scope of work. The all-inclusive price shall reflect the tasks, sub-tasks, or other work elements required by this RFP and shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the assignment, based on all-inclusive hourly rates.

Contractors are required to complete and submit the following forms, along with any certificates identified below, which can be found here (https://www.state.nj.us/treasury/purchase/forms.shtml):

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran Form.
- Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts
- MacBride Principles Certification Form
- Business Registration Certificate
- Certificate of Insurance (ACORD form)

- Source Disclosure Certification Form
- Affirmative Action Compliance
- Subcontractor Utilization Plan, if applicable
- State of New Jersey Standard Terms and Conditions (SSTC)

As noted above, Contractor is subject to the SSTC provided via the links below: (https://www.nj.gov/treasury/purchase/forms/StandardTermsandConditions.pdf)

Contractor must also establish and maintain an active profile in NJSTART (www.njstart.gov), the State of New Jersey's eProcurement system. Submission of forms, as available, through NJSTART is also acceptable. It is recommended that all potential Contractors read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (https://www.state.nj.us/treasury/purchase/vendor.shtml) for further information.

PROPOSAL EVALUATION

The following criteria will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

Personnel: The qualifications and experience of the Contractor's management, supervisory and key field personnel, and pool survey staff assigned to the contract.

Experience of firm: The Contractor's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP; and direct experience providing services with governmental public health entities. Contractors shall have the experience of providing on-site assistance to healthcare facilities, specifically long-term care facilities.

Ability of firm to complete the Scope of Work based on its Technical Proposal: The Contractor's demonstration in the Proposal that the Contractor understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the RFP.

To determine Price Score:

Price: For evaluation purposes, Bidders will be ranked from lowest to highest according the Bidder's total proposal submitted in response to this RFP.

The intent of this RFP is to award a contract to that responsible Contractor whose Proposal conforming to this RFP is most advantageous to the State, Technical Evaluation Score and Price Score considered. The Department expects to make an award by **October 11, 2023**.

Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).
The contract resulting from this RFQ is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

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

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

Greenway Project: Relocation Assistance Questions & Answers

October 10, 2023

General

Question: Will the benefits be guided by the Federal Uniform Act (if there are any federal funds in any part of the project it must be followed), or will it be guided by NJ Relocation Procedures Law and Regulations? Federal Uniform Act citation was mentioned in the Overview-Paragraph 2 as having to be followed, but for the rest of the document you cite that NJ law and regulations. Benefits vary.
Answer: As a combination of State and federal funds are used for this project, the displaced person/entity would be entitled to whichever laws provide for the greater amount of benefits, per their individual circumstances. NJDEP would look to the selected vendor to determine which is most applicable in each circumstance.

Question: The timeline for both the WRAP draft submittal (couple of weeks) in task 1 and implementation in task 2 is extremely aggressive. Are you able to reassess these timelines?
Answer: Page two of the Scope of Work for the RFP states that "the Department, in its sole discretion, may extend this contract for up to two 3-month periods." The Department is under significant time constraints to complete the removal of tenants on the Greenway. However, the Department will assess the need to extend deadlines as necessary, particularly those deadlines that do not impact physical removal timelines for tenants (i.e., where relocation benefits can be worked out after the tenants have physically vacated the premises).

Question: Will you provide maps/plans of the alignment and addresses where businesses were operating?
Answer: Yes. NJDEP will share addresses and contact information of the businesses, in addition to surveys of the area.

Question: What kind of businesses are being evaluated (i.e. are they large industrial commercial, manufacturing, etc. or smaller businesses)?
Answer: The businesses range in size. Some are small operations (storage of cars for a small used car dealership) to a large tree company yard with associated heavy equipment.

Question: Are there residential relocations (We assume there are not, but need to ask).
Answer: No, there are no residential relocations, only commercial/business.

Question: The RFP reads that there are former tenants, leases terminated, some are not terminated, etc.

1. Are there some businesses in the process of relocation now and how many? (one part of the RFP discusses leases terminated as of 9/30/2023)
2. Are there some businesses still remaining on the alignment? How Many? (you mention active leases)
3. For those that have moved from the alignment, or those already in the process of moving:
    - How many are there?
    - What do you have to document the business operation at the time it was under lease and prior to the move from the alignment relative to size, inventory, personal property, machinery & equipment of the business before they vacated (to validate what was at the subject site, to ensure accurate assessment of eligibilities)?

Answer:

1. Yes, several businesses are in the process of or have completed relocation out of the greenway premises. Some have not yet initiated relocation process. The Department set an October 1, 2023 deadline, but has extended that deadline to November 1, 2023 for most tenants to allow time to complete removal. A few tenants have a January 1, 2024 deadline due to issues with service of notices to the correct addresses.

2. Some of the tenants who have begun relocation, but have not yet relocated, remain on the alignment. None have active leases; all have been terminated. Pending guidance from the Attorney General's Office, two to seven additional tenants may be put on notice.
3.
    a. One tenant has moved from the alignment. Six tenants are in the process of moving, to varying degrees.
    b. The Department does not currently have this information though we have extensive photos and documentation of how these areas looked before the State took title and began the removal process. The businesses should be able to provide this information and we have told them to retain receipts and documentation for their costs incurred as part of relocating.

Task 1

Question: The first draft of a WRAP in any form will be very challenging to present in a few weeks. Is there any possible consideration of a later date?
Answer: See answer above. Page two of the SOW states: "The Department, in its sole discretion, may extend this contract for up to two 3-month periods." The Department's primary concern is the physical removal of the tenants so that construction of the greenway project can proceed. If additional time is needed beyond the physical removal to work out relocation benefits due to tenants, the Department is more able to entertain extensions in that situation.

Question: The first paragraph says that the contractor will review relevant available information.
1. Will the Department be making that relevant information available? Or
2. Will the consultant be required to research and find the business owners/business to meet your timeline?
3. Is travel anticipated for the consultant to visit businesses in this Task?
4. Please confirm that Task 1 requires only the overall procedures for the project that will be followed to search for, find, and attempt to reconstruct the businesses on the alignment, and how to address others in various stages with in the given schedule (not plans for specific businesses based on move estimates or otherwise)
5. Do you anticipate a revised WRAP to be required (based on some of our questions and concerns) and should that be part of the proposal?

Answer:
1. Yes, NJDEP will share all relevant information with Contractor no later than the Kick Off Meeting.
2. No, NJDEP will share the affected business owners information.
3. NJDEP does not anticipate the need for the Contractor to travel to the sites, however if the Contractor feels it would be valuable to physically see the area, an NJDEP representative could accompany the Contractor if desired.
4. We have already identified the tenants in need of relocation. NJDEP would defer to the Contractor on if the WRAP must mention/identify the specific tenants, but the WRAP would need to cover the basics, however stipulated by State and/or federal law.
5. NJDEP does not anticipate a revised WRAP to be required, however would defer to NJDCA if one is ultimately needed. This SOW asks for a draft WRAP for NJDEP and NJDCA's comment before finalization.

Task 2

Question: Implementation will be extremely difficult by year end. Businesses sometimes take many months to reestablish. Can this be extended?
Answer: See answer above. Page two of the SOW states: "The Department, in its sole discretion, may extend this contract for up to two 3-month periods." The Department's primary concern is the physical removal of the tenants so that construction of the greenway project can proceed. If additional time is needed beyond the physical removal to work out relocation benefits due to tenants, the Department is more able to entertain extensions in that situation.

Task 3

Question: Please confirm that your meetings will be online i.e. through Teams?
Answer: Confirmed, all meeting will be virtual (MS Teams if set by NJDEP, other platforms possible if set by Contractor), unless necessary to meet in person (in Trenton or on site) for a pressing need.