

**TOWN OF WEST NEW YORK
REQUEST FOR PROPOSALS**

Environmental Engineering

Qualification Period – March 21, 2013 – March 20, 2014

SUBMISSION DEADLINE

11:00A.M. March 13, 2013

**ADDRESS ALL PROPOSALS TO
DESIGNATED CONTACT PERSON:**

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

**All proposals must indicate on the outside envelope:
RFP: ENVIRONMENTAL ENGINEERING**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF PROPOSAL

Town of West New York
Municipal Building
428 60th Street
West New York, NJ 07093

Contact Person:

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

PURPOSE OF REQUEST

To obtain environmental engineering services in connection with a project for the cleanup of the DEP facility within the Town of West New York

PROPOSER FINAL CHECK LIST

1. CHECK OFF LIST
2. NOTICE
3. DISCLOSURE STATEMENT
4. NON COLLUSION AFFIDAVIT
(This form must be notarized)
5. CONTACT PERSON
6. AFFIRMATIVE ACTION MANDATORY LANGUAGE
(Exhibit A) (Must provide Certificate)
7. AMERICANS WITH DISABILITIES ACT OF 1990
8. OWNERSHIP STATEMENT COMPLIANCE
FORM PUBLIC LAW 1977 CHAPTER 33
9. SCOPE OF WORK
10. PROPOSAL AGREEMENT
11. ADDENDUM RECEIPT (If applicable)
12. BUSINESS REGISTRATION CERTIFICATE
(Per P.L. 2004, c.57)

NOTICE

NOTICE IS HEREBY GIVEN THAT SEALED REQUEST FOR PROPOSALS BE RECEIVED NO LATER THAN March 13, 2013 at 11:00a.m. FOR THE FOLLOWING:

ENVIRONMENTAL ENGINEERING

PROPOSAL AND SPECIFICATIONS MAY BE OBTAINED FROM:

Ms. Carmela Riccio,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

PROPOSAL MUST BE SUBMITTED ON THE FORM SUPPLIED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE VENDOR SUBMITTING A PROPOSAL AND ADDRESSED TO THE TOWN CLERK (SEE ABOVE) AND DELIVERED OR PRESENTED NO LATER THAN THE DATE AND TIME SET FOR RECEIVING PROPOSALS.

THE BOARD OF COMMISSIONERS RESERVES THE RIGHT TO CONSIDER THE PROPOSAL FOR SIXTY (60) DAYS AFTER RECEIPT THEREOF, AND FURTHER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, WAIVE INFORMALITIES, AND MAKE SUCH AWARDS OR TAKE ACTION AS MAY BE IN THE BEST INTEREST OF THE COMMUNITY.

DEFINITION:

THE TOWN OF WEST NEW YORK IS SEEKING PROPOSALS TO ASSIST WITH ENVIRONMENTAL ENGINEERING.

DISCLOSURE STATEMENT

BY SUBMISSION OF THIS PROPOSAL, THE VENDOR
CERTIFIES THAT NO EMPLOYEE OR ELECTED OFFICIAL OF THE TOWN OF WEST NEW
YORK IS EMPLOYED BY OR HAS ANY OWNERSHIP INTEREST IN THE FIRM SUBMITTING
THE PROPOSAL.

Signature

DATE

NON-COLLUSION AFFIDAVIT

By submission of this proposal, the vendor certifies that:

- A. This proposal has been independently arrived at without collusion with any other vendor or with any competitor or potential competitor:
- B. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposal for this project, to any other opening of proposals for this project, to any other vendor, competitor or potential competitor.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal:

The person signing the proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statement contained in this certification, and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the proposed vendor as well as to the person signing in its behalf.

DATE: _____ SIGNATURE _____

STATE OF

COUNTY OF

COMMUNITY

On this _____ the day of _____ 20__ before me, the undersigned personally came and appeared, to me personally known and known to me to be the individual who execute the forgoing instrument and duly acknowledge to me that he executed the same.

THIS FORM MUST BE NOTARIZED

CONTACT PERSON

PLEASE SUPPLY THE NAME, TELEPHONE NUMBER AND FAX NUMBER OF AN EMPLOYEE THAT WE MAY USE AS A CONTACT PERSON REGARDING THE PROPOSAL IF IT IS AWARDED TO YOUR COMPANY.

IF AWARDED A CONTRACT, PLEASE ADVISE US OF ANY CHANGES THAT MAY OCCUR THROUGHOUT THE DURATION OF YOUR CONTRACT FOR THE CONTACT PERSON LISTED BELOW.

NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

HOW MANY YEARS IN BUSINESS? _____

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal

employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan

Approval Certificate of Employee

Information Report Employee

Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Revised

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of CITY do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the

contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

OWNERSHIP STATEMENT COMPLIANCE

FOR PUBLIC LAW 1977 CHAPTER 33

New Jersey Public Law 1977, Chapter 33 requires each corporation, partnership, limited partnership, limited liability partnerships, limited liability corporation and Subchapter S corporation or other legal entity submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name, address and percent of ownership of each individual owning ten percent (10%) or more of the corporation, partners in a partnership, limited partnership, limited liability partnerships and Subchapter S corporations or members of a limited liability corporation (L.L.C.) other legal entity. In addition, if one or more of such owners (stockholder, partners in a partnership, etc.) is itself a corporation, partnership or other legal entity, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership or any principal owning 10% or more interest in any other such legal entity, as the case may be, shall also be listed. This form, or any appropriate listing on the bidder's letterhead containing similar information, must be included in the bidder's bid when the bid is originally submitted.

OWNERSHIP STATEMENT per PL 1977 Chapter 33

(Name of Corporation, Partnership or other Legal Entity)

(Address of Record)

I hereby certify that the name and addresses of all stockholders, partners or principals owning ten percent (10%) or more of said corporation, partners in a partnership, limited partnership, limited liability partnerships and Subchapter S corporations or members of a limited liability corporation (L.L.C.) other legal entity are as follows:

NAME	ADDRESS	% OWNED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed by: _____

In the event that the bidding corporation is a public company, registered with Securities Exchange Commission, or is wholly owned by a public company, or is without stockholders owning ten percent (10%) or more of the stock, then this information may be listed on the compliance form along with the listing of any stockholders who may individually or as a collective group own ten percent (10%) or more of the stock.

ENVIRONMENTAL ENGINEERING FOR TOWN OF WEST NEW YORK

Proposal Format

Proposers should include the following information in their proposals and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page: Title Page should show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person, and the date of the proposal.

Table of Contents: The Table of Contents should provide listing of all major topics, their associated section number, and starting page.

Transmittal Letter: The response should contain a cover letter signed by a person who is authorized to commit the proposer to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

Executive Summary: The Executive Summary of the proposal should be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the proposer's ability to meet the requirements of the RFP.

General Information: Proposer's business history including any mergers and acquisitions, change or alteration in corporation name, and current purpose/function in the marketplace including financial stability.

Proposer Financial Strength: Appreciating the substantial capital investment required by a proposer to procure equipment, install and maintain a program and in response to the recent bankruptcies of various red light camera proposers; the Town requires a financially strong proposer. Financial strength will be determined by the proposer's financial statements. Proposers with demonstrated profitability and strong balance sheets will be given preference. Please include a copy of the company's most recent annual report, and the last three years of independent, external audits. Note if the company is privately held; enumerate the names of all shareholders who own in excess of 10% and their percentage of ownership.

Summary of Qualifications: Indicate the firm's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the firm's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided) for comparable technology and processing requirements.

Technical Proposal: this section should follow the scope of work section

Proposed Cost: The system will be owned and operated by the successful proposer. Prospective Proposers should submit a fee structure and implementation options. The goal of this project is to have an impact on the number of injury accidents by decreasing the number of red light violations. It is the desire of the Town for this project to be self-supporting with no out-of-pocket expense.

DETAILED REQUIREMENTS OF REQUEST FOR PROPOSAL FOR ENVIRONMENTAL ENGINEERING

INTRODUCTION

The Town of West New York is soliciting proposals for Environmental Engineering Services.

SCOPE OF WORK

To meet the community's objectives, the following minimum requirements must be met. The proposer is responsible for developing and submitting a scope of work that meets the goals and objectives of this project. This must include, but is not limited to, the following:

To provide environmental engineering services in connection with the remedial measures for the cleanup of the DPW facility located in west new York including preparation of all necessary documents and forms with DEP. Developing a plan and overseeing the removal of hazardous material and monitor the site for contamination levels

MISCELLANEOUS INFORMATION:

see excerpts from Interim Remedial Measures Report

REQUIRED INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Identification of the LSRP to be assigned to the project with a statement of qualifications

COST PROPOSAL:

Provide hourly rates for all staffers that will or may be assigned to the project including but not limited to the LSRP.

Privacy

The community seeks a Program that is reliable, accurately and fairly captures red light violations while minimizing the invasion of privacy of drivers and passengers. The Proposer will maintain all images confidential and may not use any image for any other purpose other than its intended purpose. The proposer needs to demonstrate adequate controls and safeguards, which have been audited by an accredited 3rd party. Describe your company's controls over information technology and related processes.

POLITICAL CONTRIBUTION DISCLOSURE

“Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available form ELEC at 888-313-3532 or at www.elec.state.nj.us

EVALUATION CRITERIA [ADD CRITERIA]

The Town will evaluate the offers received based on the following criteria:

- Understanding of project
- Experience with Similar Projects
- Qualifications of the Firm
- Experience and Qualifications of Staff
- Experience and Qualifications of Subcontractors
- Project Organization
- Comprehensive Work Plan and Schedule
- Quality of Proposal
- Pricing

PROCESSING OF PROPOSALS

A. Anticipated timeline for RFP will be as follows:

1. Issuance of Request for Proposals February 20, 2013
2. Receipt of Proposals March 13, 2013 no later than 11:00 a.m.
3. Completion of Evaluation of Proposals March 20, 2013
4. Designation of Qualified Respondents March 20, 2013

The Town reserves the right to extend the time period for review and completion of evaluation of the proposals along with the time to designate a qualified Respondent.

B. Questions

Questions regarding this Request for Proposals, the scope of work, or need for additional data of information should be submitted in writing by fax, at least seven days prior to opening date, to:

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

C. Submission of Proposal

To receive award consideration, one (1) original proposal and four (4) copies must be received in a sealed package by the Town Clerk no later than **11:00a.m. on March 13, 2013**, at which time they will be opened and later distributed for evaluation. The seal package(s) must be clearly marked for "Environmental Engineering" and should be **delivered to:**

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, NJ 07093

All proposals will be held in confidence until a contract has been executed or Council has rejected all proposals.

"Firm/ Vendor must show proof of Liability Insurance if awarded a contract, Your Firm/ Company will be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27"

ENVIRONMENTAL ENGINEERING

THE UNDERSIGNED IS A (INDIVIDUAL) (CORPORATION) (PARTNERS) HP)
UNDER THE LAWS OF THE STATE OF _____

HAVING ITS PRINCIPAL OFFICE AT

COMPANY
NAME _____

FEDERAL I.D.

SIGNATURE OF AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TELEPHONE _____

EMAIL _____

IMPORTANT NOTICE

BUSINESS REGISTRATION CERTIFICATE (S)

N.J.S.A. 52:32-44

Effective September 1, 2004, all New Jersey and Out of State Vendors that do business with the Town of West New York, are required to be registered with the State of New Jersey and provide proof of that registration to the Town of West New York. N.J.S.A. 52:32-44(P.L. 2004c57),

The law affects all business organizations that do business with the Town of West New York, including contractors, sub-contractors, professional services and individuals.

A contract includes a formal contract awarded by a public bid, or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. " named subcontractors"). The proof shall be in the form of a copy of the organizations "Business Registration Certificate" issued by the Division of Revenue. The Proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the Town of West New York

Failure to do so is a FATAL defect that cannot be cured.

Registration is free and is a one-time action — there are no fees to register. To obtain the registration form or file on —line at:

www.state.nj.us/treasury/reventie/gettingregistered.htm#busentity

Any questions regarding said form should be directed to the Division of Revenue at 609-292-1730.

NOTE: Business Registration Certificate must be valid before vendor provide certificate with proposal. If certificate is found not valid by our office the vendor will be considered nonresponsive and the bid will be rejected.

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Soils: The soil on the site is categorized by the US Soil Conservation District as Urban Land (UR). The soil at the site is generally a well graded sand and silt and clay material. The material appears to be a fill material to an approximate depth of 8 feet below grade.

Geology: The subject site is located within the Piedmont Physiographic Province. This section is generally flat with some rolling topography. The main bedrock foundation is diabase, a fine-grained igneous rock associated with the Palisades Sill.

Hydrogeology: Groundwater at the site was generally encountered from 10 to 12 feet below grade. The groundwater was very low yield with a general local flow direction to the south across the site.

Groundwater Flow Direction: Based on the groundwater depth measurements collected in onsite monitoring wells, the groundwater at the site flows to the south at a gradient of 0.02 feet per feet.

Section III. Components of the Receptor Evaluation Known at the Time of the Initial LNAPL Investigation

Location of Wells and Other Collection Points near the LNAPL:

Based on a well search performed on July 2, 2012, the nearest potable well is located approximately 2,100 feet south of the site. Therefore, this well is not at risk from the LNAPL. There are several utilities located on the site in the vicinity of the LNAPL and downgradient of the LNAPL. On March 20, 2012, Remington, Vernick & Arango Engineers performed a survey of the utilities to determine whether there was any infiltration of the utilities from the LNAPL. At this time, the utilities were screened using a Photo-ionization detector (PID) and using olfactory and visual inspection of the utility. We observed no evidence of petroleum products within the utilities.

Land Use near LNAPL Body: The subject site is utilized by the West New York Department of Public Works and other Township vehicles for storage and maintenance. In addition, there are a few municipal offices located on site. The area around the site is mixed use including residential, commercial and a school.

Location and Details Regarding Potential Preferential Pathways for LNAPL Migration: The groundwater unit impacted by the LNAPL is a low yield aquifer, meaning that there is very limited groundwater to be impacted by the LNAPL. This was verified through the performance of two (2) rounds of Enhanced Fluid Recovery (EFR) conducted on the impacted monitoring wells. Limited groundwater was recovered during these events, with the wells frequently going dry and taking several minutes to

recharge sufficiently to allow continued pumping. This condition was confirmed during the groundwater monitoring well sampling conducted, where purging of the groundwater frequently caused the wells to go dry, taking several minutes for the wells to recharge to allow for further purging and sample collection.

The only identified preferential pathway would be the utilities located in close proximity to the LNAPL. As discussed above these utilities were screened for the presence of LNAPL or other evidence of petroleum contamination. No contamination was observed. Therefore, based on this information, we do not believe that significant quantities of LNAPL are migrating along the utility lines. The soil information generated to date indicates that the soil throughout the site is consistent and not conducive to fracturing or the creation of higher permeable seams or fissures located in proximity of the LNAPL. Therefore, based on this information we do not believe that soil fractures or seams are acting as preferential pathways for LNAPL.

Identification of Real or Suspected Vapor Concerns Associated with the LNAPL Body: The LNAPL at the site has been identified, by fingerprint analysis to alternatively be kerosene or #2 fuel oil. Based on the historic use of fuel oil at the site, including leaking underground storage tanks located in the LNAPL area, and the historical data generated, which did not indicate any kerosene use at the site, we believe that the free product at the site is fuel oil. We have scheduled additional fingerprint analysis to be performed to confirm that the LNAPL is #2 fuel oil. Therefore, although vapor concerns are an issue, fuel oil, being less volatile than most petroleum products, would indicate that vapor intrusion is less of a risk for this site.

In May 2011, Remington, Vernick & Arango Engineers performed a Vapor Intrusion Investigation of the site. The results of this investigation were submitted to the NJDEP in a letter report dated June 23, 2011. A copy of this letter report is included in Appendix B. The results of this investigation indicated that Vapor Intrusion was not occurring at the site and therefore, Vapor Intrusion is not an issue for the LNAPL.

Location of any Real or Potential Ecological Receptors Effected by LNAPL: The subject site is located within an urban area. There are no ecological receptors located abutting or near the subject site. Therefore, no ecological receptors are present that are impacted or could potentially be impacted by the LNAPL.

Section IV. Technical Overview

Summary of LNAPL Discharge: LNAPL was discovered at the site in October 2011 as a result of a groundwater investigation associated with discharges from underground storage tanks (USTs) previously closed from the site. These tanks consisted of the following:

- i. One 1,000 gallon diesel
- ii. One 6,000 gallon gasoline
- iii. One 10,000 gallon no. 2 heating oil
- iv. Two 5,000 gallon gasoline
- v. One 5,000 gallon no. 4 heating oil

During UST Closure activities, petroleum odor, soil staining and elevated PID readings indicated significant discharges from the tanks. These tanks (and their related discharges) were located in the general vicinity of the encountered LNAPL. The exact quantity of product released is unknown; however the release likely occurred over an extended period of time. A copy of the UST Closure Report, dated June 11, 2008, prepared by Penonni Associates is included in Appendix C.

Remington, Vernick & Arango conducted a fingerprint analysis of the free product. The sample was submitted to Precision Testing Laboratories (an NJDEP Certified Laboratory) who analyzed the sample for fingerprint. The results of this testing indicated that this LNAPL was kerosene. Therefore, a Preliminary Assessment was conducted for the site to identify the source of the kerosene, since kerosene was not associated with the USTs closed at the site. The PA was submitted to the NJDEP on March 5, 2012. Since no use of kerosene was documented at the site (either recently or historically) and no evidence of kerosene discharges was identified, Remington, Vernick & Arango resampled the free product for fingerprint analysis. This testing was performed by Mid-Atlantic Environmental Laboratories (MAEL), who determined the product to be #2 fuel oil. It is unknown why the initial round of testing indicated kerosene and the 2nd round was consistent with the discharge reported in the area of the encountered LNAPL. Therefore, since there was no use of kerosene documented at the site and fuel oil tanks were removed in the immediate vicinity of the observed LNAPL, we believe that the LNAPL at the site is #2 fuel oil. To confirm this we will resample the free product in all effected wells, with blind split samples analyzed by an independent laboratory to confirm the constituents of the LNAPL. This work is scheduled to be performed upon successful installation of additional groundwater contamination delineation monitoring wells.

Summary of Activities Conducted to Delineate the LNAPL: The limits of the LNAPL have been delineated. This was accomplished through the installation of monitoring wells and the performance of soil borings around the LNAPL. To date a total of nine (9) monitoring wells have been installed at the site, designated MW-1 through MW-9. The wells are all 2 inch wells with flush well covers. The wells were all installed by NJ Licensed Well Drillers. The wells were advanced to approximately 18 feet below grade and the wells screened from 3 to 18 feet below grade. The locations of the wells are shown on the Limit of Free Product Plan in Appendix D. The wells were sampled on October 1, 2011 and March 10, 2012, and free product measurements collected. Three (3) wells, including MW-1, MW-3 and MW-4 had free product measurements of 0.0625, 0.25 and 0.4 inches, respectively. The other wells have no measurable free product within them. The limits of the LNAPL are shown on the Limit of Free Product Plan in Appendix D.

In addition, soil borings were advanced on September 11, 2012 around the free product. The soil borings were advanced using Sonic Drilling techniques and the soil continuously sampled to 15 feet below grade, except soil boring RV-1, which was sampled to 20 feet below grade. The encountered soil was screened for the presence of petroleum using visual and olfactory techniques and using a PID. Soil samples were collected at the approximate depth of the former tank location, biased to depths suspected to have the highest concentration of contaminants. The samples were submitted to MAEL for volatile organic compound (VOC+10) analysis. The results of this testing indicated all compounds were present at concentrations below the most restrictive NJDEP Soil Remediation Standards, therefore no free product was suspected in these areas.

Summary of Recovery Efforts to Date, Including Technologies

Utilized: To recover the LNAPL, Remington, Vernick & Arango performed two (2) rounds of EFR on the impacted wells. At this time, a vacuum truck was utilized to pump fluid from the wells that had free product. Due to the groundwater conditions at the site, limited free product was recovered. On October 31, 2011 and February 4, 2012, EFR was conducted at the site. Over a period of approximately 6 to 8 hours for each event a total of 124 and 174 gallons on October 31, 2011 and February 4, 2012, respectively, were recovered from the wells. This indicates that a maximum of 29 gallons per hour (or less than half a gallon per minute) were recovered (likely significantly less) from the wells. This indicates that limited recovery is feasible from the wells. Copies of the liquid disposal manifests for these EFR events are included in Appendix E.

Discussion of the Reliability of the Analytical Data: The analytical data appropos to the delineation and characterization of the LNAPL includes the fingerprint analysis performed and the delineation soil and groundwater testing. Enclosed please find the laboratory data packages for this testing. Please refer to these documents for compliance with NJDEP Quality Control requirements. As indicated above, the fingerprint analysis has been inconclusive. The initial round of fingerprint testing indicated that the free product is kerosene, while a subsequent round of testing indicated that the LNAPL is no. 2 fuel oil. Therefore, we are proposing to resample all of the free product impacted wells for fingerprint analysis and will perform a blind split sample by an independent laboratory. This will confirm the constituency of the free product. Note that there is no historic use of kerosene documented for the site and the free product is located in the vicinity of the known discharges of no. 2 fuel oil, gasoline and diesel fuel.

Discussion of Any Problems or Difficulties Encountered While Conducting the Investigation: The soil at the site consists of a dense sandy soil with high concentrations of silt and clay and cobbles and boulders. The presence of these cobbles and boulders has prevented traditional drilling techniques from effectively investigating the site. Direct Push Technology (DPT) and auger drill rig drilling techniques consistently met refusal at the site at depths ranging from 5 to 10 feet below grade. Therefore, we were unable to perform the necessary soil sampling, temporary well point installation and LNAPL delineation using these techniques. Therefore, we resorted to the use of Sonic Drilling techniques, which permitted the recovery of sufficient soil to accurately evaluate the soil conditions. However, Sonic Drilling requires the injection of water during the sampling technique and it is believed that some impact to the soil sample quality may have incurred as a necessary result. However, the wells installed at the site have allowed for an accurate delineation of the free product at the site.

Section V. Investigative Findings

Physical Characteristics and Chemical Composition of the LNAPL: Free product has been identified in three (3) wells at thicknesses ranging from 1/16th to 4/10th of an inch. The free product is present over an approximate area of 7,500 square feet. The LNAPL is believed to be #2 fuel oil; however previous fingerprint analysis indicated that the LNAPL was kerosene. We will perform confirmatory fingerprint analysis to conclusively identify the LNAPL. It is possible that the LNAPL is a mixture of petroleum products resulting from discharges of gasoline, diesel fuel and no. 2 fuel oil. The groundwater at the site is low yield indicating that

the effected aquifer has a relatively small quantity of groundwater; therefore, a discharge would necessarily result in higher concentrations of contaminants.

Horizontal and Vertical Delineation of Measurable LNAPL: The limits of the LNAPL have been delineated and are presented on the Limit of Free Product Plan in Appendix D. The aerial extent of the LNAPL is approximately 7,500 square feet. The free product contaminated soil has been delineated to exist from approximately 8 to 12 feet below grade.

Migratory Paths of LNAPL from the Discharge Point to Its Current Distribution: The LNAPL is assumed to have resulted from releases from USTs previously closed at the site. The current limit of the delineated LNAPL indicates that the LNAPL has not migrated significantly from the former UST locations. The LNAPL plume is consistent with a relatively short dispersion of product. We do not believe that the LNAPL has travelled more than 30 feet from the former UST locations.

Changes in Product Thickness with Water Table Fluctuation: Based on our measurements performed both for the groundwater depths and for the free product thickness, the groundwater at the site does not significantly fluctuate. The groundwater at the site is located in an urban area with very limited pervious surfaces located in the region of the site. Therefore, the groundwater is unlikely to fluctuate significantly with seasonal or rainfall occurrences. Furthermore, there are no tidal bodies located close to the site. Therefore, we do not anticipate, nor have we witnessed, any significant fluctuations to the groundwater table, nor have we observed any significant fluctuations in the amount of free product at the site.

Stratigraphic and/or Structural Controls that may be Influencing Product Distribution: There are no significant structural controls influencing the product distribution. We did not observe any evidence that structures (including utilities) are resulting in preferential pathways for product migration. The soil at the site is relatively dense and the groundwater at the site is relatively low yield and the groundwater does not flow relatively quickly through the soil. Therefore, it is believed that the soil stratigraphy is controlling the migration of the LNAPL. This is also impacted by the very limited rainfall infiltration into the ground in the urban environment, preventing hydraulic pressure from moving the groundwater and LNAPL.

Stability of the LNAPL Body: The LNAPL body at the site is relatively stable. The lack of hydraulic pressure to move the LNAPL, compounded by the dense and low transmissivity of the soil formation and groundwater aquifer is limiting the amount of dispersion and dilution for the petroleum product resulting in a fairly stable body of LNAPL. The dense soil and relatively low volatility of the product is limiting any total contaminant load reduction that could occur from volatilization.

Results of Aquifer Tests: No aquifer tests have been specifically conducted, to date. The results of the EFR indicate that the soil formation and groundwater aquifer does not allow for useful transmission of the groundwater and LNAPL. Therefore, we have generally considered any pump and treat or injection remedial action to not be acceptable alternatives for the site. The rejection of these remedial alternatives is due to a general technical infeasibility. We are considering other remedial actions to resolve the LNAPL contamination that are more assured of success and can be accomplished in a significantly reduced timeframe.

Results of any LNAPL Mobility, Recoverability or Treatability Tests: None have been performed for this site.

Results of any Tests Necessary for the Development of Any Permits: None have been performed for this site.

Section VI. Conclusions and IRM Selection

Description of the IRM: The selected IRM is a combination of continued monitoring and limited free product recovery from the impacted monitoring wells. Given the site specific conditions, this IRM is protective of human health and the environment. To this end, we offer the following considerations:

- i. The soil at the site is very dense, limiting the ability of the groundwater and LNAPL to flow through the ground. Therefore, the LNAPL body is relatively stable and unmoving.
- ii. The groundwater at the site is low yield with very low transmissivity, limiting the ability of the groundwater and LNAPL to move or be recovered.
- iii. The source of the LNAPL has been removed.
- iv. There are no potable wells in the vicinity of the site.
- v. There is no evidence of vapor intrusion resulting from the LNAPL; furthermore the LNAPL is believed to be no. 2 fuel oil, which is a relatively low volatile compound.
- vi. There are no ecological receptors in the vicinity of the site.
- vii. There is no evidence of preferential pathways causing the LNAPL to move rapidly.

- viii. The Town of West New plans on instituting a permanent remedy for the LNAPL within the next 12 months.

Therefore, the proposed IRM is protective of human health and the environment and satisfies the requirement of the LNAPL Initial Recovery and Interim Remedial Measures Technical Guidance Document.

The proposed IRM will meet the following remedial objectives:

- i. **Prevent Migration and any Further Spreading of the LNAPL Body:** As has been demonstrated through the EFR and investigation of the site, the LNAPL body is generally stable and is not significantly migrating. Furthermore, we plan to remove all of the LNAPL through excavation and disposal of the all of the LNAPL and free product contaminated soil as a permanent remedy within the next 12 months.
- ii. **Reduce LNAPL Contaminant Mass, if Practicable:** Based on the results of the investigation and initial product recovery efforts, it is not believed practicable to significantly reduce the LNAPL contaminant mass. Regardless, we shall perform limited free product recovery through bailing and the installation of product recovery socks into the effected wells.
- iii. **Consider and Address any Known Receptor Risks Associated with the LNAPL:** There are no known or potential receptors for the LNAPL body. We shall continue to monitor the LNAPL body to assure that no receptors are impacted.

Methodologies and Data Used to Support the Chosen IRM: The IRM was selected as it is the only technically feasible and cost effective remedial measure that can accomplish the stated remedial goals. Based on the results of the EFR, very limited groundwater can be recovered using any measure based on pumping the groundwater. This restriction is due to site-specific characteristics of the soil formation and shallow aquifer. The soil formation is dense with low transmissivity and the aquifer is low yield, meaning that limited groundwater is available for recovery. These same features of the soil and groundwater also prevent the useful application of other alternative remedies including injection or in-situ treatment of the LNAPL. Since it was determined that no receptors are likely to be impacted by the LNAPL in the short term, monitoring and limited free product recovery is believed acceptable for this site. This determination is based on the results of the Vapor Intrusion investigation, the chemical characteristics of the LNAPL, the lack of potable wells or ecological receptors in the vicinity of the site and the relative immobility and stability of the LNAPL body.

Monitoring Plan Associated with the IRM Plume: The proposed monitoring plan includes the periodic measurement of free product in all of the wells at the site. Monitoring will be conducted on a bimonthly basis and will include measuring the free product in the known impacted wells and all of the onsite wells. Measurement will be accomplished by inserting a bailer into the well and

collecting water and LNAPL from the groundwater table. Measurements will be logged over time, until the remedial action is performed to permanently remedy the LNAPL contamination.

Metrics that Have or Will be Used to Evaluate the Effectiveness of the IRM:

The primary metrics that will be used to evaluate the effectiveness of the IRM is the continued absence of measurable free product in all of the perimeter monitoring wells. This will assure that the LNAPL has not migrated and remains essentially within its current limits. In addition, the quantity of liquid recovered from the wells during periodic free product recovery efforts will be measured and quantified.

Metrics to be Used to Document Future Stability of the LNAPL Body: The primary metrics that will be used to evaluate the future stability of the LNAPL body is the continued absence of measurable free product in all of the perimeter monitoring wells. This will assure that the LNAPL has not migrated and remains essentially within its current limits.

Discussion of Possible Changes to the IRM Based on the Metrics: As discussed above, it is not expected that the LNAPL body will migrate significantly or demonstrate any significant changes that could pose a threat to receptors. However, in the unlikely case that some significant change occurs, i.e. if measurable free product is encountered in perimeter monitoring wells the final remedy remedial action will be expedited to remove the LNAPL from the site.

VII. Maps and Diagrams

Topographic Map: Included in Appendix A.

Receptor Evaluation Map: Included in Appendix F.

Site Map: The Plans in Appendix D include all of the pertinent information including well and boring locations.

LNAPL and Discharge Location Plan: The Limit of Free Product Plan in Appendix D includes all of the pertinent information including the limits of the LNAPL and the former UST locations.

Groundwater Contour Map: Included in Appendix G.

Top of Bedrock Map: Not applicable for this site.

Cross Sections: Not applicable for this site.

VIII. Additional Information

Summary Table of Well Construction: Included in Appendix H.

Well and Boring Logs: Included in Appendix H.

Summary Table of Product Thickness and Water Table Measurements:
Included in Appendix I.

Summary Table of Product Recovered: Included in Appendix I.

Analytical Data Summary Tables: Not applicable for this site.

Sampling Results Summary Table: Included in Appendix I.

Results of Studies or Tests Used to Delineate LNAPL: Not applicable for this site.

Relevant QA/QC: Please see the attached analytical data packages.

Groundwater Field Sampling Summary Sheets: Included in Appendix I.

Groundwater Contour Map Reporting Forms: Included in Appendix G.

Any Other Data: Not applicable for this site.

END OF REPORT

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I am _____

of the firm of _____

the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent) SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED
AND RETURNED WITH THIS PROPOSAL**

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, Limited or joint venture) shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF _____
MY COMMISSION EXPIRES: 20 _____

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED
AND RETURNED WITH THIS PROPOSAL**

C. 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**

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the

applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report Employee

Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

D. AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Town of West New York, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)**

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title
(Print): _____

Representative's
Signature: _____

Name of
Company: _____

Tel. No.: _____

Date: _____.

E. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

The town of West New York, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

Minority Owned Minority & Woman Owned
 Woman Owned Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	NAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL 1 TOTAL (Cols. 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

H. MANDATORY BUSINESS REGISTRATION LANGUAGE
Non Construction Contracts

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

"New Jersey Business Registration Requirements"

N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

- (1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
- (2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

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

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, 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."