

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**PROFESSIONAL ENVIRONMENTAL SERVICES (USEPA
Brownfield Assessment Grant)
2021-RFP-IPM-133**

DATE: November 23, 2021

ADDENDUM #1

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above referenced solicitation.

This Addendum is divided into the following parts:

- PART 1: Answers to bidder questions; and/or
PART 2: Additions, deletions, clarifications, and modifications to the RFP.

PART 1: Answers to bidder questions;

No.	PART 1: Questions	PART 1: Answers
1.	Please confirm that the proposal can be submitted only electronically and that a hard copy is not required (PAGE 7) ?	Yes. Pursuant to the RFP, Section 1.3.6, "In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, <u>either</u> electronically or hard copy." Emphasis added. Furthermore, per Section 1.3.6.1, it is strongly preferred that proposals be made electronically.
2.	Please confirm that for Section 3.1, we pricing a Lump Sum of all activities presented in Section 3.1 (PAGE 18)?	Yes. Please review RFP, Section 3.1 and the Fee Schedule for additional information and guidance. Set forth therein the fee for services for Section 3.1 – Task 1 - Conduct Community Outreach is a lump sum fee.
3.	Please confirm that for Section 3.4, we pricing a Lump Sum of all activities presented in Section 3.4 (PAGE 21)?	Yes. Please review RFP, Section 3.4 and the Fee Schedule for additional information and guidance. Set forth therein the fee for services for Section 3.4 - Task 4 - Planning Activities is a lump sum fee.
4.	Sec 3.2 Task 2 Phase I ESA/PA – last paragraph states that if the	Pursuant to the RFP, Section 3.2:

	<p>potential presence of USTs is found, the Contractor will recommend geophysics “for the entire Site as part of the task.” Sec 3.3 Task 3 Phase II SI also states that the Contractor will recommend geophysics for the entire Site as part of the Ph II [unrelated to USTs]. (PAGE 20).</p> <p>Is NJEDA is expecting geophysics during the Ph I/PA (i.e., which “task” are you referring to in Sec 3.2)?</p>	<p>“If the findings of the Phase I ESA/PA indicates the potential presence of one or more underground storage tanks (USTs) (based on historical maps, permits, interviews, evidence of piping, etc.), then the Contractor will recommend a geophysical survey including ground penetrating radar (GPR) and electromagnetic (EM) services for the entire Site as part of the task.”</p> <p>Should evidence of a UST be found during the Phase I ESA/PA, NJEDA would expect the report to contain a recommendation for a geophysical survey but the Phase I ESA/PA Scope of Work does not include performing the geophysical survey. A geophysical survey would be performed under Section 3.3 Task 3 Phase II SI.</p>
<p>5.</p>	<p>I was unable to download and/or locate the following required documents on the NJEDA website (PAGE 26):</p> <ul style="list-style-type: none"> - Small Business Subcontracting Set-aside (I did not see this on the page) - Two-Year Chapter 51/Executive Order 117 Vendor Certification (it says that I have an old version of adobe, which I do not) <p>Are you able to supply these two forms directly?</p>	<p>Please be advised that the Authority will not individually email potential bidders documents and/or forms. The Authority has also confirmed that the requested forms are available and accessible via the NJEDA website and are located at: https://www.njeda.com/bidding/#forms</p> <p>Furthermore, staff has confirmed with our Information Technology specialists that the documents are accessible. It is suggested that you discuss with your Information Technology department/contact and to please take whatever measures you deem appropriate to access same.</p> <p>However, to clarify please be aware that pursuant to RFP, Section 4.2.4.9 provides as follows: “... Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFP. Information regarding SBE registration and/or a Minority/Women Business Enterprise (MWBE), a Veteran-Owned Business (VOB) and/or a Disabled Veteran-Owned Business Enterprise (DVOB) certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State’s Business website at: https://www.njportal.com/DOR/SBERegistry/</p>

		<p>There are two (2) related forms listed in the RFP Proposer Checklist to be completed and submitted, prior to contract award. These forms include: Set Aside Information Form-Goods & Services and the Set-Aside Compliance Certificate-Goods & Services Contracts. The Proposer may submit the Proposer's Small Business Enterprise (SBE) Certificate, if applicable."</p> <p>Please be guided accordingly.</p>
<p>6.</p>	<p>Can the NJEDA confirm how many project examples it requires to be shown in our proposal?</p>	<p>Please be guided by the terms and requirements of this RFP including but not limited to Section 4.2.2. As to preparing and submitting a proposal, vendors are directed to prepare and complete to the best of their ability and as appropriate.</p>
<p>7.</p>	<p>Request to modify Contract received as follows:</p> <p>Current Language:</p> <p>Indemnification. The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and employees for</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications.</p>

<p>which indemnification is provided under this Section 7, the Vendor shall, at its own expense, satisfy and discharge the same.</p> <p>The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.</p> <p>Proposed Modification: Indemnification. The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to <u>the extent caused by and arise as a result of</u> any <u>willful misconduct or negligent act</u>, error, or omission on the part of</p>	
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<p>the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all <u>reasonable</u> charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 7, the Vendor shall, at its own expense, satisfy and discharge the same.</p> <p>The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.</p> <p>The indemnification obligation set forth in Section 6 <u>shall be limited to the amounts actually recovered under contractually required insurance coverages and amounts plus one-and-a-half times the total fees paid to</u></p>	
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	<p><u>Vendor under the applicable PO, work order or statement of work is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract. In no event shall Vendor be liable the Authority or to any third party for (a) any consequential damages, including loss of profits, lost business opportunity, loss or inability to use property or equipment, business interruption, and (b) exemplary and punitive damages arising in connection with this Agreement.</u></p>	
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PART 2: Additions, deletions, clarifications, and modifications to the RFP;

No.	PART 2: Additions, deletions, clarifications and modifications to the RFP.	PART 2: Answers
1.	Section 3.3 Task 3 Phase II SI – Clarification to the RFP language	<p><u>Current Language:</u> “If the findings of the Phase I ESA/PA indicates the potential presence of one or more underground storage tanks (USTs) (based on historical maps, permits, interviews, evidence of piping, etc.), then the Contractor will <u>recommend</u> a geophysical survey including ground penetrating radar (GPR) and electromagnetic (EM) services for the entire Site as part of the task.”</p> <p><u>Change to:</u> “If the findings of the Phase I ESA/PA indicates the potential presence of one or more underground storage tanks (USTs) (based on historical maps, permits, interviews, evidence of piping, etc.), then the Contractor will <u>perform</u> a geophysical survey including ground penetrating radar (GPR) and electromagnetic (EM) services for the entire Site as part of the task.”</p>