



Request for Proposal # 2022-RFP-133

FOR: Professional Environmental Services (USEPA Brownfields Assessment Grant FY22)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to Section 1.3.1 of this RFP for more information.)	January 17, 2023	1:00 PM ET
Pre-Proposal Conference (Refer to Section 1.3.2 of this RFP for more information.)	N/A	N/A
Site Visit (Refer to Section 1.3.3 of this RFP for more information.)	N/A	N/A
Proposal Submission Date (Refer to Section 1.3.6 of this RFP for more information.)	February 1, 2023	1:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the New Jersey Economic Development Authority's website.

Designation	Status	Category
Small Business Set-Aside	Not Applicable <input checked="" type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
	Entire Contract <input type="checkbox"/>	I <input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	II <input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	III <input type="checkbox"/>
Disabled Veteran-Owned Business Set-Aside	Not Applicable <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Entire Contract <input type="checkbox"/>	<input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	<input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	<input type="checkbox"/>

RFP Issued By:

New Jersey Economic Development Authority
Procurement
36 West State Street, PO Box 990
Trenton, NJ 08625-0990
Main Reception Desk–Telephone: 609-858-6700

Date: 1/10/2023

Table of Contents

1.0	INFORMATION FOR BIDDERS	5
1.1	PURPOSE AND INTENT	5
1.2	KEY EVENTS	6
1.2.1	ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.2.1.1	EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES	7
1.2.2	PRE-PROPOSAL CONFERENCE	7
1.2.3	SITE VISIT	7
1.2.4	PROJECTED MILESTONE DATES	7
1.2.5	TIMELY SUBMISSION OF PROPOSALS	7
1.2.6	SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY	7
1.2.6.1	ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)	8
1.2.6.2	ELECTRONIC SIGNATURE	8
1.2.6.3	HARD COPY PROPOSAL SUBMISSION	9
1.3	ADDITIONAL INFORMATION	9
1.3.1	ADDENDA: REVISIONS TO THIS RFP	9
1.3.2	PROPOSER RESPONSIBILITY	10
1.3.3	COST LIABILITY	10
1.3.4	CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT	10
1.3.5	PROPOSAL SUBMISSION ANNOUNCEMENT	11
1.3.6	PROPOSAL ERRORS – BEFORE & AFTER BID OPENING	11
1.3.7	JOINT VENTURE	11
1.3.8	SUBCONTRACTORS/SUBCONSULTANTS	12
1.3.9	CONFLICT OF INTEREST	12
1.3.10	PROPOSAL ACCEPTANCES AND REJECTIONS	12
1.4	AVAILABILITY AND PSQS	13
2.0	DEFINITIONS	14
2.1	GENERAL DEFINITIONS	14
2.1.1	CONTRACT-SPECIFIC DEFINITIONS	17
3.0	SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}	18
3.1	TASK 1 - PROGRAM MANAGEMENT AND REPORTING	18
3.2	TASK 2 - CONDUCT COMMUNITY OUTREACH	18
3.3	TASK 3 - CONDUCT PHASE I ENVIRONMENTAL SITE ASSESSMENTS (ESAS)/PRELIMINARY ASSESSMENTS (PAS)	18
3.4	TASK 4 - CONDUCT PHASE II SITE INVESTIGATIONS	19
3.5	TASK 5 - PERFORM PLANNING ACTIVITIES	20
3.6	OUT OF SCOPE SERVICES	20
3.7	REQUIREMENTS OF THE CONTRACTOR	20
3.8	REPORT TRANSMISSION & REVIEW PERIOD	22
3.9	QUALIFICATIONS	22
3.10	SITE SELECTION	22
3.11	TASK ORDER REQUEST (TOR) PROCESS	25
3.12	ACCESS AGREEMENT AND LIABILITY PROTECTIONS	25
3.13	SELECTION CRITERIA	25
3.14	INSURANCE REQUIREMENTS (NEED TO INCLUDE PROFESSIONAL LIABILITY AND ERRORS & OMISSIONS INSURANCE)	25
3.15	ADDITIONAL REQUIREMENTS – ADHERENCE TO FEDERAL REQUIREMENTS	26
3.16	TASK ORDER REQUEST (TOR) PROCESS	27
4.0	PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER	28
4.1	GENERAL	28
4.1.1	NON-COLLUSION	28
4.2	PROPOSAL CONTENT AND SUBMISSION ORDER	29
4.2.1	TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)	29
4.2.1.1	POTENTIAL PROBLEMS	32
4.2.2	FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)	32
4.2.2.1	DELIVERY TIME AND COSTS	32
4.2.2.2	COLLECT ON DELIVERY (C.O.D.) TERMS	32
4.2.2.3	PRICE ADJUSTMENT	32

4.2.3	REQUIRED COMPLIANCE DOCUMENTATION	33
4.2.3.1	SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)	33
4.2.3.2	OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)	33
4.2.3.3	PROFESSIONAL SERVICES QUALIFICATION STATEMENT (PSQS) (MANDATORY FORM WITH BID PROPOSAL)33	
4.2.3.4	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM.....	33
4.2.3.5	DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM	34
4.2.3.6	BUSINESS REGISTRATION CERTIFICATION (BRC).....	34
4.2.3.7	SOURCE DISCLOSURE CERTIFICATION	34
4.2.3.8	BREACH OF CONTRACT	35
4.2.3.9	AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT	35
4.2.3.10	SMALL BUSINESS SET ASIDE.....	35
4.2.3.11	DISABLED VETERANS' BUSINESS SET-ASIDE	35
4.2.3.12	REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).....	35
4.2.3.13	POLITICAL CONTRIBUTION DISCLOSURE	36
4.2.3.14	PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT	36
4.2.3.15	NEW JERSEY STATE W-9.....	36
4.2.3.16	INSURANCE CERTIFICATE(S).....	36
4.2.3.17	SUBCONTRACTOR UTILIZATION PLAN	37
4.2.3.18	BID SECURITY	37
4.2.3.19	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3	37
4.2.3.20	ADDITIONAL REQUIREMENTS – ADHERENCE TO FEDERAL REQUIREMENTS.....	37
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	39
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	39
5.2	CONTRACT TERM AND EXTENSION OPTION	39
5.3	CONTRACT TRANSITION.....	39
5.4	CONTRACT AMENDMENT	39
5.5	CONTRACTOR RESPONSIBILITIES	40
5.6	SUBSTITUTION OF STAFF.....	40
5.7	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	40
5.8	OWNERSHIP OF MATERIAL	41
5.9	SECURITY AND CONFIDENTIALITY	41
5.9.1	DATA CONFIDENTIALITY	41
5.9.1.1	CONTRACTOR'S CONFIDENTIAL INFORMATION	42
5.9.2	DATA SECURITY STANDARDS.....	43
5.10	NEWS RELEASES.....	44
5.11	ADVERTISING.....	44
5.12	LICENSES AND PERMITS	44
5.13	CLAIMS AND REMEDIES.....	44
5.13.1	CLAIMS.....	44
5.13.2	REMEDIES	44
5.13.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	44
5.14	ADDITIONAL WORK AND/OR SPECIAL PROJECTS	44
5.15	INDEMNIFICATION	45
5.16	MAINTENANCE OF RECORDS	45
5.17	FORM OF COMPENSATION - INVOICING/PAYMENT	45
6.0	PROPOSAL EVALUATION.....	46
6.1	RIGHT TO WAIVE.....	46
6.2	RIGHT OF FINAL PROPOSAL ACCEPTANCE.....	46
6.3	RIGHT TO INSPECT PROPOSER'S FACILITIES.....	46
6.4	RIGHT TO REQUEST FURTHER INFORMATION.....	47
6.5	PROPOSAL EVALUATION COMMITTEE	47
6.6	ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL.....	47
6.7	EVALUATION CRITERIA.....	47
6.7.1	QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA	47
6.7.2	PROPOSER'S FEE SCHEDULE.....	48
6.7.3	PROPOSAL DISCREPANCIES.....	48
6.7.4	EVALUATION OF THE PROPOSALS.....	48
6.8	NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	48

6.9	PROTEST OF RECOMMENDED AWARD	49
7.0	CONTRACT AWARD	50
8.0	CONTRACT ADMINISTRATION	51
8.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER	51
8.1.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES	51

1.0 INFORMATION FOR BIDDERS

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Proposals from qualified full service environmental firms in order to engage up to five (5) environmental firms for professional services including site assessment, site investigation, reporting, field investigations, meetings, work plan preparation and licensed site remediation professional (LSRP) services for the project sites.

1.1 PURPOSE AND INTENT

The purpose of this RFP is to solicit Proposals from qualified environmental service firms to engage up to five (5) responsive and responsible environmental firms for professional services pertaining to site assessment, site investigation, reporting, field investigations, meetings, project management, community engagement, reuse planning activities, work plan preparation and LSRP services pertaining to certain project sites as more fully set forth in the Section 3.0, Scope of Work of this RFP.

As more fully outlined in Section 3.0 herein, in particular, EDA is seeking to retain up to five (5) responsive and responsible professional environmental firms to provide the following services:

- (1) Task 1 – Program Management and Reporting;
- (2) Task 2 – Conduct Community Outreach;
- (3) Task 3 – Conduct Phase I Environmental Site Assessments (ESAs) / Preliminary Assessments (PAs);
- (4) Task 4 – Conduct Phase II Site Investigations;
- (5) Task 5 – Perform Planning Activities.

The intent of this RFP is to award a contract for a three (3) year initial term from the date of contract execution with the possibility of two (2), one (1) year extension options, to be exercised at the sole discretion of the Authority and dependent upon, among other things, availability of funding, to up to five (5) responsive and responsible Proposer(s) whose Proposal(s), conforming to this RFP is(are) most advantageous to the Authority, price and other factors considered.

The selected firm(s) will be required to enter into a professional services contract with the EDA, the term of which shall be consistent with EDA’s cooperative agreement with U.S. EPA and activities shall conclude no later than September 30, 2027, but may be extended with approval by USEPA. Final invoices must be submitted within two (2) weeks of the contract end date. Any invoice received after that date will not be paid.

Interested Proposers, meeting the qualifications and requirements as described herein, are invited to submit a Professional Services Qualification Statement (PSQS), Proposal and Fee Schedule to provide professional environmental services to the Authority. Interested Proposers that have previously submitted the PSQS form to the Authority’s Real Estate Division are strongly encouraged to refresh / update Section 14(A) and (B) of their PSQS, previously submitted to the Authority’s Real Estate Division, to include projects most closely related to the Experience required herein.

The Authority requires the Proposer to submit all licenses and any other standard industry certifications required to provide professional environmental services in the State of New Jersey. The LSRP’s license must be in good standing and that no disciplinary action has been taken against the LSRP by the New Jersey Site Remediation Professional Licensing (NJSRPL) Board.

The Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contract for Professional Services, please refer to Exhibit A, are in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The New Jersey Economic Development Authority serves as the State's principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

The Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

Pursuant to P.L. 2022, c. 3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealing with businesses associated with Belarus or Russia, a Proposer must certify prior to executing a newly awarded contract it is in compliance with the requirements of P.L. 2022, c. 3. This is satisfied by submitting the form referenced in this RFP Section 4.2.3.18. For additional information, please reference:

https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM

1.2 **KEY EVENTS**

1.2.1 **ELECTRONIC QUESTION AND ANSWER PERIOD**

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at EDAProcurementQA@njeda.com by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

{QUESTIONS-2022-RFP-133–Professional Environmental Services (USEPA Brownfields Assessment Grant FY22)}

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer must not contact the Authority's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via EDAProcurementQA@njeda.com will result in disqualification of the Proposer's Proposal;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised,

posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and

- D. Any Amendment to this RFP will become part of this Solicitation and part of any Contract awarded as a result of this RFP.

1.2.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

1.2.2 PRE-PROPOSAL CONFERENCE

NOT APPLICABLE

1.2.3 SITE VISIT

NOT APPLICABLE

1.2.4 PROJECTED MILESTONE DATES

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Authority will take action:

Pre-Proposal Conference:	NOT APPLICABLE
Q&A Period Ends:	Tuesday January 17, 2023 1:00p.m. ET
If required, Addendum:	On or about Monday January 23, 2023 1:00p.m. ET
Proposals Due:	Wednesday February 1, 2023 1:00p.m. ET
Estimated Recommendation for Award:	Wednesday May 10, 2023 via Authority Board Scheduled Meeting
Estimated Contract Execution:	Wednesday May 24, 2023

1.2.5 TIMELY SUBMISSION OF PROPOSALS

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

1.2.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

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, either electronically or hard copy.

1.2.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(Proposer’s Company Name) - Bid Submission-2022-RFP-133 Professional Environmental Services (USEPA Brownfields Assessment Grant FY22), and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:

<https://njeda.sharefile.com/r-rc740f7be95324556bc8382454c8b15f6>

It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover to allow some time to identify and troubleshoot any issues that may arise when using the Sharefile application. Technical inquiries may be directed to EDAProcurementQA@njeda.com.

NOTE: Any bids received after the date and time specified shall not be considered. All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

1.2.6.2 ELECTRONIC SIGNATURE

Proposers submitting Proposals electronically may sign the forms listed in Section 4.0 Proposal Preparation and Submission – Requirements of the Proposer (Required Compliance Documentation Pre- and Post-Proposal Submission).

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.4 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.6.3.

1.2.6.3 HARD COPY PROPOSAL SUBMISSION

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

Steven Ferguson
Procurement Officer
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
36 WEST STATE STREET
PO BOX 990
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer's Name and Address:

2022-RFP-133—Professional Environmental Services (USEPA Brownfields Assessment Grant FY22)
Wednesday February 1, 2023 1:00p.m. ET

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) copy marked "COPY".

Proposals submitted by facsimile will not be considered.

ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.

The Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority's Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

1.3 ADDITIONAL INFORMATION

1.3.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THE PROPOSAL NUMBER OF INTEREST AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.

1.3.2 PROPOSER RESPONSIBILITY

The Proposer assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all requirements of this RFP Solicitation.

1.3.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP Solicitation.

1.3.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Bidder's Proposal will be redacted by the Authority. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of

confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The Authority assumes no such responsibility or liability.

1.3.5 PROPOSAL SUBMISSION ANNOUNCEMENT

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Authority and cannot be returned to the Proposer.

1.3.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: EDAProcurementQA@njeda.com, with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

If, after the Proposal submission opening but before contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the Procurement Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Proposal. After the Proposal submission opening, while pursuant to the provisions of this section, the Proposer may request to withdraw the Proposal and the Authority may, in its sole discretion allow the Proposer to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or Proposals.

If during a Proposal evaluation process an obvious pricing error made by a potential contract awardee is found, the Authority shall issue written notice to the Proposer(s). The Proposer(s) will have five (5) days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

1.3.7 JOINT VENTURE

The Authority will **NOT** consider Proposals submitted by joint ventures, in the performance of the Work for this RFP.

Proposers shall note that any and all reference to “joint venture(s)”, “joint venture partner(s)”/“joint venture partnership(s)” in any documents included as a part of the RFP specifications, exhibits or attachments shall be read as though the words are stricken and removed.

1.3.8 SUBCONTRACTORS/SUBCONSULTANTS

For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposer’s Checklist – Subcontractor Utilization Form, complete & submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid “Business Registration Certificate”, as further detailed in “Section 4.2.4.5 Compliance – Business Registration Certificate” of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

The markup on Subcontractor(s) and/or subconsultant(s) costs by the Contactor shall be limited to a maximum of 10%.

1.3.9 CONFLICT OF INTEREST

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority’s account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

1.3.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Authority’s staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to request redefined Proposals from any entity responding to this RFP, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of the Proposal received. Further,

the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, regarding the requirements outlined in this RFP. The Authority retains the discretion to modify, expand or delete any portion of this RFP or terminate this RFP process at any time.

1.4 AVAILABILITY AND PSQS

Note: Firms that currently have a PSQS on file with the Real Estate Division of the NJEDA are encouraged to update or amend their PSQS in response to the project specific requirements in this RFP, including Item 14 (a) and 14 (b) of the PSQS. Any such PSQS on file with NJEDA, which is older than two years will not be considered by NJEDA.

Important: Please note that the PSQS specific to this advertisement pertains to the NJEDA Real Estate Division. It is not to be mistaken with the NJSDA School Construction and Financing Program Pre-Qualification Form 100, or with Dept. of Treasury, Property Management and Construction (DPMC) form(s). These forms are separate and distinct. In order to be considered for this Project, the NJEDA Real Estate Division Professional Services Qualification Statement must be on file or submitted to the Real Estate Division by the deadline date.

Firms wishing to be considered by the NJEDA Real Estate Division for selection in the future as a potential provider of the type of services described in this RFP in connection with other proposed projects must have submitted to the NJEDA Real Estate Division a current Professional Services Qualification Statement in accordance with the requirements of N.J.S.A. 52:34-9.3.

The firms awarded the contract to provide the services subject to this RFP may also be retained by NJEDA to provide additional services, such as change orders relative to the scope of services at the Project site, if it is determined that additional services are required. It is understood that NJEDA must find the firm's services to be acceptable and satisfactorily completed in order to be considered a candidate to be retained by NJEDA to provide additional professional environmental services relative to the Project. It is further understood that NJEDA is under no obligation to solicit a proposal and/or retain the successful firms to provide any such additional services. The hourly billing rates requested as part of the RFP will apply to such additional services if it is determined to be in the best interest of NJEDA. The Contract Documents will be amended and appended, as required, should NJEDA procure such additional services.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as a result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Authority.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

Authority – The New Jersey Economic Development Authority.

Best and Final Offer or BAFO – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

Bid or Proposal – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

Bidder – An individual or business entity submitting a Proposal in response to this RFP.

Board of Directors – Responsible for the management of all New Jersey Economic Development Authority operations.

Business Day – Any weekday, excluding Saturdays, Sundays, Authority legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Contract – The Contract for Professional Services – Exhibit A, this RFP, any addendum to this RFP, and the Bidder's Proposal submitted in response to this RFP, as accepted by the Authority.

Contractor – The Bidder/Proposer awarded a contract resulting from this RFP.

Chief Executive Officer (CEO) – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

Designated Contract Manager – Individual responsible for the overall management and administration of the contract and Contractor relationship.

Director – The Director of Procurement, New Jersey Economic Development Authority.

Disabled Veterans' Business – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Evaluation Committee – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Authority unless there is a change in the scope of work.

Procurement – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive

No Charge – The Proposer will supply an item on a price line free of charge.

Proposer – An individual or business entity submitting a Proposal in response to this RFP.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Proposal, Sample Contract, fee/price schedule, attachments and addenda.

Revision – A response to a BAFO request or a requested clarification of the Proposal.

Shall – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

Small Business Set-Aside Contract – means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-19.

State – The State of New Jersey.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor/Subconsultant – An entity having an arrangement with an Authority Contractor, where by the Authority Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Contractor's) obligations under the contract, including payment to the Subcontractor/Subconsultant. The Subcontractor/Subconsultant has no legal relationship with the Authority, only with the Contractor.

Task – A discrete unit of work to be performed.

TOR (Task Order Request) – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

Transaction – The payment or remuneration to the Contractor for services rendered or products provided to the Authority pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Unit Cost or Unit Price – All inclusive, firm fixed price charged by the Proposer for a single unit identified on a price line.

Vendor – An individual or business entity submitting a Proposal in response to this RFP.

Will – Denotes that which is permissible or recommended, not mandatory.

2.1.1 CONTRACT-SPECIFIC DEFINITIONS

ABCA – Analysis for Brownfields Cleanup Alternatives

ACRES – Assessment, Cleanup and Redevelopment Exchange System

As-needed – At the discretion and request of the NJEDA

AST – Aboveground Storage Tank

ASTM Standards – Standards as defined by the American Society for Testing and Materials

CCI – Community Collaborative Initiative

EM – Electromagnetic

ESAs – Environmental Site Assessments

GPR – Ground Penetrating Radar

HASPs – Health and Safety Plans

LSRP – Licensed Site Remediation Professional

NJDEP – New Jersey Department of Environmental Protection

PAs – Preliminary Assessments

PSQS - Professional Services Qualification Statement

QAPPs – Quality Assurance Project Plans

RAW – Remedial Action Workplan

SIs – Site Investigations

SRRA - Site Remediation Reform Act

SAM – System for Award Management

Task Order Request (TOR) Form – A project specific form that will be sent to the Contractor identifying the property (real property, personal property, business property) to be inspected, assessed, investigated and the problem to be addressed.

USEPA – United States Environmental Protection Agency

UST – Underground Storage Tank

3.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}

The following Scope of Work is intended as a guide to help Proposers to understand the Contract requirements. Proposals must meet the following minimum requirements to be eligible for Contract award. The scope of work is based on the EDA's work plan approved by the USEPA. The successful respondents (Contractors) shall provide the following services, including all personnel, materials and equipment necessary to complete the tasks, described herein:

3.1 TASK 1 - PROGRAM MANAGEMENT AND REPORTING

Activities to be conducted under this task include hosting a kick-off meeting with the NJEDA team, coordinating project status meetings with NJEDA and USEPA (as needed, at a minimum quarterly), holding bi-weekly virtual meetings with NJEDA to report out on progress, and identifying any potential issues with implementation of the USEPA grant, development of a USEPA-approved Programmatic QAPP, assisting NJEDA in complying with cooperative agreement reporting requirements to meet USEPA milestone reporting timeframes, completion of quarterly and annual USEPA reports, preparation of site eligibility determinations and submission of the forms to the USEPA for approval, setting up the Cooperative Agreement in the Assessment, Cleanup and Redevelopment Exchange System (ACRES) at the start of the project period, entering project updates into ACRES for each site that is being addressed with the grant funds, and assisting NJEDA with the preparation of payment requests and supporting documentation in accordance with all federal requirements and regulations. Anticipated reporting deliverables may include, but are not limited to:

- Property Profile Forms
- Quarterly Reports
- MBE-WBE Reports
- Federal Financial Reports (FFR)
- Drawdown Packages
- ACRES Reporting
- No Cost Time Extensions (if needed)

3.2 TASK 2 - CONDUCT COMMUNITY OUTREACH

Activities to be conducted under this task include supporting community outreach; attending/leading/facilitating meetings; meeting notifications/postings; distribution of meeting materials/handouts; holding a site access and informational workshop for property owners, lenders, and developers; and outreach and education to citizens to solicit input from the community on Brownfields within their communities. Additionally, the Contractor shall, as necessary or requested, provide consultation to the NJEDA on environmental issues and attend participate in stakeholder meetings with the NJEDA, representatives from the NJDEP and other interested parties held regarding grant activities. While the specific deliverables will depend on the sites selected, the following deliverables are anticipated:

- Stakeholder Meetings
- Flyers/Signs agendas, meeting announcements, brochures, leaflets, informational handouts, etc.
- Meeting Minutes

3.3 TASK 3 - CONDUCT PHASE I ENVIRONMENTAL SITE ASSESSMENTS (ESAS)/PRELIMINARY ASSESSMENTS (PAS)

Activities to be conducted under this task included the completion of Phase I Environmental Site Assessments (ESAs)/Preliminary Assessments (PAs). The Contractor will be responsible for obtaining all maps and background information necessary to perform the site assessments. This includes any applicable fees for obtaining the information. Phase I ESAs/PAs will comply with the most current federal and state standards, including but not limited to participation in the SRRA (aka the LSRP

program) and other applicable NJDEP site remediation laws, regulations, and guidance. If a specific project includes properties owned by more than one property owner, the Contractor shall provide individual reports, divided by property owner, unless otherwise directed, in writing by NJEDA. USEPA grant funds will be used for the requisite costs associated with participation in the LSRP program. For the purposes of this proposal, the bidder shall assume that a Licensed Site Remediation Professional will certify Phase I ESAs and will certify and submit PAs to NJDEP. Site selection activities have not yet been completed. While the specific deliverables will depend on the sites selected, the following deliverables are anticipated:

- Phase I Environmental Site Assessment (ESA) Reports
- Preliminary Assessments (PAs) Reports
- Combined Phase I ESA/PA Reports

3.4 TASK 4 - CONDUCT PHASE II SITE INVESTIGATIONS

Activities to be conducted under this task include the performance of Phase II Site Investigations (SIs). Phase II Site Investigations will comply with the most current federal and state standards, including participation in the Licensed Site Remediation Professional (LSRP) program. USEPA grant funds will be used for the requisite costs associated with participation in the LSRP program. Site selection activities have not yet been completed. The costs for this activity will include all field work, permitting, permit fees, laboratory fees, and subcontractor fees. All laboratory testing and analyses of environmental samples shall be performed by an NJDEP-certified laboratory. Any intrusive field sampling completed at any site shall be done in a manner consistent with the most current edition of the NJDEP Field Sampling Procedures Manual and the USEPA-approved QAPP. The Contractor shall use its professional judgment in determining the appropriate test parameters and laboratory deliverables for all tests. The actual scope of work will be determined based on-site specific conditions and federal and state requirements. The scope of work and associated costs must be agreed upon by NJEDA and the Contractor before proceeding with a Phase II Site Investigation.

The Contractor will be required to obtain a mark out and associated documentation from New Jersey One Call. New Jersey Law requires that a request for a mark out must be made at least three full business days (excluding weekends and holidays) prior to beginning work. Prior to any subsurface investigation, the Site must be marked with paint, flags or stakes by the utility companies that service the area. At the discretion of the NJEDA, the Contractor may be required perform a geophysical survey including ground penetrating radar (GPR) and electromagnetic (EM) services for the entire Site as part of the Phase II Site Investigation. Additionally, subsurface work, such as borings, test pits, or excavations, may be required to be safely cleared to four feet (4') bgs. Subsurface clearing methods may include hand-digging or vacuum extraction.

This task will include the preparation of site-specific QAAPs as well as site-specific HASPs. Phase II Site Investigation Reports must contain a detailed description of the work performed, tabulated sample results compared to current NJDEP standards, and an interpretation of the findings. The report will also include scaled maps and figures illustrating sampling locations, the findings of the investigation, and tables of the data. This report will be used by the NJEDA to communicate the environmental conditions to community officials, property ownership, other interested members of the community, potential developers, and any other interested stakeholders and will provide a basis for future redevelopment planning. While the specific deliverables will depend on the sites selected, the following deliverables are anticipated:

- Field Work Efforts for Phase II Site Assessments
- Site-specific H&S Plans (HASPs)
- Quality Assurance Project Plans (QAPPs)
- Phase II Site Investigation Reports

3.5 TASK 5 - PERFORM PLANNING ACTIVITIES

To assist with sites being brought to back productive reuse, this task will include the performance of planning activities for selected communities. Anticipated activities to be conducted under this task include the preparation of conceptual reuse designs, ABCAs, and RAWs.

An example of the type of project envisioned for this task, is the six-acre Allied Textile Printing (ATP) site. With frontage along the Passaic River, the ATP site is located within the 118-acre Paterson National Historic Landmark District. The ATP site was in continuous use as a manufacturer of silk and other textiles for over 150 years. Shortly after the facility was shuttered in the early 1980s, a series of fires contributed to the further decline of more than 30 historic mill buildings on site. Contamination at the ATP site includes asbestos, historic fill, USTs, PCBs and metals. The site is being addressed in phases. A two-acre portion, Quarry Lawn, is currently being remediated and redeveloped as an open space area adjacent to the Paterson Great Falls National Park. Funding is needed to develop an implementation plan for the reuse of the remainder of the site; to include a remedial action workplan and structural evaluation of the smokestack to enable remediation to move forward. Once fully remediated and redeveloped, the ATP site will include interactive walkways, rain garden(s), interpretation of the mill building ruins, and open space that will enhance the historic district's Paterson Great Falls National Park.

This project is provided as an example of the type of project which may be selected and is used for illustrative purposes only. The actual projects selected may differ. While the specific deliverables will depend on the sites selected, the following deliverables are anticipated:

- Conceptual Designs
- Analysis for Brownfields Cleanup Alternatives (ABCAs)
- Remedial Action Workplans (RAWs)

3.6 OUT OF SCOPE SERVICES

The NJEDA must approve any out of scope of services and all cost estimates prior to the Contractor initiating any portion of out-of-scope work. The Contractor must obtain written approval to modify any pre-approved scope of services or cost estimate prior to implementing the change. Failure to notify the NJEDA of any changes to scope or cost may result in partial or no payment to the contractor.

Out-of-scope services may be added to the following tasks:

- Task 1 - Program Management and Reporting
- Task 2 - Conduct Community Outreach
- Task 3 - Conduct Phase I Environmental Site Assessments (ESAs)/Preliminary Assessments (PAs)
- Task 4 - Conduct Phase II Site Investigations
- Task 5 - Perform Planning Activities

3.7 REQUIREMENTS OF THE CONTRACTOR

The Contractor shall undertake an assessment and/or investigation of each site for which the NJEDA issues a Site Assessment Notice (as defined below) and provide a report of the results of the investigation.

A. The NJEDA shall notify the Contractor in writing as to each site which has been approved for investigation by the Contractor under the Agreement (the "Site Assessment Notice.") The Site Assessment Notice will identify the site by address and/or tax map block and lot number and will include the last known mailing address of the site owner.

B. Using a form of notice approved by the NJEDA, the Contractor will notify the site owner of the intent to inspect the site at a specific time and date. In the event access to inspect the site cannot be obtained at the scheduled time and date, the Contractor shall coordinate with the site owner to schedule the

inspection at the earliest available date. If necessary, the NJEDA will assist the Contractor in obtaining access to each site to be inspected.

C. The Contractor shall use its best efforts to schedule and complete each inspection within 14 calendar days of issuance of the Site Assessment Notice by the NJEDA.

D. For each site inspected, the Contractor shall prepare and deliver to the NJEDA a report within 60 calendar days from the date of the Site Assessment Notice. NJEDA may consider a time extension for unforeseeable circumstances beyond the control of the Contractor. The Contractor must request a time extension at least 15 calendar days prior to the due date. NJEDA will evaluate the time extension request and will respond in writing (email) modifying the time extension, denying the time extension or approving the time extension.

Each report shall include, at a minimum, the following:

(1) Site Information - Tax map block and lot number, street address, type of use (unimproved, unoccupied structure, occupied residential or commercial), owner's name, person(s) interviewed, date(s) and duration of inspection.

(2) Detailed Description of Site Conditions - Nature and extent of any areas of concern (AOCs) and/or Recognized Environmental Conditions (RECs), including but not limited to dimensions, location, and contents of ASTs, USTs, drums, or other containers of materials of environmental concern. If an AOC and/or REC is apparent upon visual inspection, the report shall include a photograph of the condition.

(3) Site Diagram - Showing property dimensions and location of any AOCs and/or RECs, tanks, soil borings, and sampling locations.

(4) Description of Investigative Methodology - Inspection and testing procedures and standards employed.

(5) Take all required confirmatory soil and water samples from any investigation derived waste (IDW) and disposal of waste at a NJ-certified disposal facility utilizing current waste manifesting procedures.

(6) Unless otherwise specifically directed by the NJEDA, the investigation shall be such as is necessary and appropriate to constitute "all appropriate inquiry" (AAI) pursuant to the AAI Final Rule at 40 CFR Part 312. Additionally, the investigation shall satisfy the requirements N.J.S.A. 58:10-23.11g(d)(2) and any regulations relating thereto, so as to either

(a) satisfy the standard of N.J.S.A. 58:10-23.11 that the NJEDA does not know and has no reason to know that any hazardous substance had been discharged at the property; or else, if one or more discharges exist at the property which would preclude meeting that standard, then

(b) describe in detail the nature and extent of each such discharge and, if possible, identify the source of each such discharge.

(7) Representations of Contractor - Each report prepared by the Contractor shall contain: (a) a warranty that the work has been conducted in accordance with the generally-accepted professional standards in effect at that time and (b) a certification that, to the best of the Contractor's knowledge and judgment, all adverse environmental concerns have been identified.

E. NJEDA may or may not need to provide a copy of the report(s) to the property owner(s). For this reason, each report should focus on property which is owned by the same person or entity. However, if there is background information or a concern which involves more than one property (such as contamination from one source which affects more than one property), such information should be discussed in the report for each property.

F. All site assessments and investigations shall conform to the most current version of ASTM Standard Practice and NJDEP regulations.

G. Obtain certified payroll records from the any sub-contractors and review same for compliance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., and the regulations promulgated thereunder. The Contractor shall also comply with all provisions of the Davis Bacon Act, including but not limited to minimum wage, wage determinations, payroll and basic records. The Contractor shall submit to the NJEDA, weekly, for each week in which any contract work is performed, a copy of all payrolls, which shall be certified by the Contractor. Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor and/or subcontractor or his or her agent who pays or supervised the payment of persons employed under the contract, in accordance with Davis Bacon Act requirements.

3.8 REPORT TRANSMISSION & REVIEW PERIOD

The Contractor shall provide the Authority an Adobe PDF electronic version of all reports by email. The Contractor may also be requested to upload the Adobe PDF electronic version to a site provided by the Authority staff. All reports submitted by the Contractor should include time to complete two (2) rounds of revisions. All revisions made by the EDA should be completed by the Contractor within five (5) business days of receipt.

3.9 QUALIFICATIONS

Firms submitting proposals are required to provide the following in their bid packages:

- Completed Intake Form
- Proof of Insurance (NOTE: Contractor will be required to maintain coverage throughout the completion of the scope of work)
- Time and Material (T&M) Price Sheet with company name and/or logo
- Proof of professional experience within the State of New Jersey
- Proof of professional experience with USEPA grants or similar federal programs
- Qualified staff with the capabilities to complete the scope of work including:
 - Professional resumes for all proposed team members
 - Organizational chart showing roles and responsibilities of each team member and who will provide direct reports to the NJEDA
- Three references from clients where the projects were funded by a U.S. EPA Brownfields Grants and located within USEPA Region 2
- Documentation of New Jersey certified SBE/WBE/MBE/VO status (if applicable)

3.10 SITE SELECTION

While the USEPA Community-wide Assessment funding can be used throughout the State of New Jersey, this program will target the Community Collaborative Initiatives (CCI) communities and Government Restricted Municipalities (GRM) which have substantial occurrences of brownfields, poverty, health disparities and overall need for revitalization assistance:

- Atlantic City – Atlantic County
- Bayonne – Hudson County
- Bridgeton – Cumberland County
- Camden – Camden County
- Jersey City – Hudson County
- Millville – Cumberland County
- Newark – Essex County
- Paterson – Passaic County
- Paulsboro – Gloucester County
- Perth Amboy – Middlesex County

- Salem City – Salem County
- Trenton – Mercer County
- Vineland – Cumberland County

NJEDA may prioritize the following sites under this scope of work. However, the actual projects may be different (due to issues with site access, site status, or other priorities). The following sites are provided for illustrative purposes of the types of sites that may be assessed as part of this scope of work. The actual sites will be determined in consultation with the municipalities. For confirmation, NJEDA is not requesting site specific scopes of work as part of their proposal submission. The referenced sites are only included for the vendor's awareness and the potential for future engagements.

Riverside Business Park, Atlantic City

Atlantic City is a famous oceanfront resort community whose golden age in the 1920s gave way to a decline in the mid-20th century. To revitalize the city, gambling was legalized in 1976 leading to a brief resurgence, but the city's fortunes began to decline again in the 1990s. The city today is at high risk for sea level rise and suffers with staggering poverty and crippling unemployment. As part of a larger effort at diversifying the economy, Atlantic City is focused on developing a 12-acre site, the Riverside Business Park, as a light manufacturing center. This site was home to multiple gas stations, restaurants, and a steel manufacturing facility but is now vacant, and will provide an opportunity for the city to relocate existing businesses wishing to expand, and to attract new manufacturing. The offshore wind farms scheduled to be constructed off the coast of Atlantic City provide an opportunity to capitalize on the many spin off industries that will be required. A 2013 USEPA cleanup grant addressed site contamination, but to move the site to redevelopment, funding for a reuse/market study and outreach is needed.

Tin Can Site, Bridgeton

Bridgeton is a small city in southern New Jersey along the Delaware River. Early industry included a sawmill established in 1686, followed by an iron works in 1814, and agriculture. Later glass factories, sewing factories, and metal and machine works were constructed. The city suffered an economic downturn in the 1980s with the loss of its remaining manufacturing sector jobs in glass and textiles. Agricultural employment, however, has continued to attract immigrant workers. The Tin Can site is a 13.7-acre former landfill, abandoned since the 1950s, located adjacent to the Maplewood Gardens affordable housing complex, the Cherry Street School, and the DeEdwin Hursey Recreation Center. The vision for the site is the construction of a multi-purpose field for football, soccer and other field games; picnic tables, benches, multi-use trails and a backstop for ball activities; and a "mini-gym" structure for fitness activities. Funding is required for site assessment and reuse planning to ensure the reuse is consistent with the environmental constraints of the site.

Oxford Street, Trenton

Trenton has a long and robust industrial history, as evidenced by the slogan "Trenton Makes the World Takes" emblazoned in lights on a bridge to the city. The Oxford Street site is a 3.6-acre site which was developed in approximately 1910, and has served as a pottery factory, warehouse, wire products fabricator, foundry, automotive storage, and auto body shop, but has lain vacant for approximately 40 years. Next to a mosque and Muslim school in a residential neighborhood, industrial uses are no longer appropriate. A not-for-profit developer, "Trenton Makes Athletic Center" is seeking to establish an indoor sports training facility at the site. Their holistic program requires student athletes complete tutoring, homework or participate in their "Read, Listen & Challenge" program. Their programs range from preschool age to senior citizens, with a focus on at-risk youth. This also meets a need for indoor recreation, a reuse which emerged as a priority in the Recreational Needs Assessment, provided via an USEPA technical assistance grant. While the site received an USEPA cleanup grant in 2004 allowing for the removal of a significant amount of soil, uncharacterized benzene and petroleum contamination remain in a portion of the site, preventing the redevelopment of the entire parcel. Additional assessment is needed to provide certainty to the developer to move forward.

Allied Textile Printing (ATP) Site, Paterson

Paterson traces its industrial heritage back to the late 1700s when Alexander Hamilton championed it as the first planned industrial city. With frontage along the Passaic River, the ATP site is a six-acre parcel within the 118-acre Paterson National Historic Landmark District. The ATP site was in continuous use as a manufacturer of silk and other textiles for over 150 years. Shortly after the facility was shuttered in the early 1980s, a series of fires contributed to the further decline of more than 30 historic mill buildings on site. Contamination at the ATP site includes asbestos, historic fill, USTs, PCBs and metals. The site is being addressed in phases. A two-acre portion, Quarry Lawn, is currently being remediated and redeveloped as an open space area adjacent to the Paterson Great Falls National Park. Funding is needed to develop an implementation plan for the reuse of the remainder of the site; to include a remedial action workplan and structural evaluation of the smokestack to enable remediation to move forward. Once fully remediated and redeveloped, the ATP site will include interactive walkways, rain garden(s), interpretation of the mill building ruins, and open space that will enhance the historic district's Paterson Great Falls National Park.

Gateway Site (formerly Celltex), Perth Amboy

Factories such as Guggenheim and Sons and the Copper Works Smelting Company fueled a thriving economy in Perth Amboy in the mid-1800s. The city suffered a decline in the mid twentieth century, resulting in vacant properties and a distressed populace. The Gateway site is one victim of this decline. A 54-acre site situated along the Raritan Bay at the entrance to Perth Amboy, the site once held a factory manufacturing asbestos roof tiles and insulation. Unfortunately, this left a legacy of asbestos contamination on the site; now vacant for over 50 years. Currently under private ownership, a developer has been working with the city to develop a plan for the area. The proposals have focused on warehouses, however the vision the city has for the property is as a vibrant "city within a city" which would include mixed use, restaurants, school, housing, shopping, performing arts, a spa and a hotel all taking advantage of the water views. In order to successfully work with the developer to reach this vision and prevent a less desirable use at the site, the city needs to have robust site information in the form of a Phase 1 and Phase II, to fully understand any environmental constraints which could limit development type. This information will allow negotiations on the end use to progress, at which point the developer will conduct the remediation.

Wheaton Glass, Millville, NJ

Millville was established in the 1700s around a sawmill, but by early 1800s glass making had taken over as the primary industry. Wheaton Glass was founded in 1888 and manufactured glass for pharmaceutical uses until it closed in 2006. The property, totaling about 50 acres, was the site of a sand mine and glass smelting furnaces. Millville owns 18 acres of this site and has targeted it for commercial reuse. While the property is being remediated by the owner of the legacy liability, Millville needs funding to conduct lead and asbestos surveys and a market study to position the property for redevelopment as the remediation is taking place.

Fairmont Triangle Park Expansion, Jersey City

Jersey City was a manufacturing town for much of the 19th and 20th centuries, home to companies such as Colgate, Chloro, Dixon Ticonderoga, and Honeywell. The city experienced a period of urban decline and lost 75,000 residents from 1950 to 1980. A Jersey City coal-burning power plant was recently retired in 2017. In the 1980s, development of the waterfront helped to stir a partial renaissance for the city, but which left out many of the older, inland neighborhoods. The Fairmont Triangle Park Expansion is an example of this. A former commercial site, it has been home to a restaurant, medical office, and auto service center. It is likely contaminated with petroleum products and suspected underground storage tanks. The city is in the process of acquiring the site so as to expand and improve upon an existing urban park; thus, increasing the size of the neighborhood open space, addressing a dangerous intersection, and removing a community eyesore. To make this possible, funding for a Phase II is needed.

3.11 TASK ORDER REQUEST (TOR) PROCESS

As to the professional environmental services, including but not limited to the above listed tasks, the Authority will conduct a mini evaluation among the pool to select the vendor. The Director of Brownfields and Sustainable Systems or their delegate will (i) issue a TOR detailing the goals of the specific task and any task specific requirements that must be addressed in the TOR response; (ii) vendors will provide responses directly addressing the specific requirements and how they will accomplish the goals; and (iii) the Director of Brownfields and Sustainable Systems or their delegate shall review, evaluate and rank vendor's responses based upon the strength of the underlying proposals in relation to the requested services and required expertise. Given this mini-evaluation process, there is no guarantee that a vendor will be awarded a TOR throughout the duration of this contract. No work may begin until the Authority issues a written notice to proceed to the Contractor.

3.12 ACCESS AGREEMENT AND LIABILITY PROTECTIONS

Contractors will be required to provide an executed copy of an access agreement with the property owner to allow the vendor and any subcontractors to perform the work on the site. Additionally, Contractors will be required to coordinate with the property owner and the municipality to ensure that the property owner and the municipality have both executed NJEDA's agreement that will be in force at the time that they will be performing the work (release of claim against NJEDA) prior to beginning work on the physical location of the site. Contractors shall provide copies of the agreements to the NJEDA prior to beginning work on the physical location of the site.

3.13 SELECTION CRITERIA

Applicants will be judged upon the following criteria:

- Pricing
 - Unit costs to complete the anticipated scope of services and Time and Materials (T&M) costs
- Compliance with the requirements of this RFP.
- Contractor registered as New Jersey certified Women-Owned Business Enterprise, Minority-Owned Business Enterprise, Veteran Owned Enterprise, or Disabled Veteran Owned Business Enterprise.
- Experience
 - Qualifications of the team proposed by the Contractor.
 - Staffing capabilities of the Contractor to complete the work.
 - Previous experience of the Contractor on similar projects in with the State of NJ and USEPA Region 2.
 - Three references from clients where the projects were funded by a USEPA Brownfields Grants and located within USEPA Region 2.

3.14 INSURANCE REQUIREMENTS (NEED TO INCLUDE PROFESSIONAL LIABILITY AND ERRORS & OMISSIONS INSURANCE)

Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:

- a.\$1,000,000 each occurrence;
- b.\$1,000,000 personal and advertising injury;
- c.\$2,000,000 general aggregate; and
- d.\$1,000,000 products/completed operations aggregate

Professional liability and errors & omissions insurance in the amount of \$1,000,000. In lieu of the insurance coverage listed under 3. above, The Contractor fulfills the insurance requirements by having and maintaining umbrella liability insurance with a minimum:

- a.\$1,000,000 per occurrence;

- b.\$1,000,000 aggregate of other than products/completed operations and auto liability; and
- c.\$1,000,000 products/completed operations aggregate.

3.15 ADDITIONAL REQUIREMENTS – ADHERENCE TO FEDERAL REQUIREMENTS

As USEPA Brownfields Assessment Grant monies will be used to fund this work, the Contractor must adhere to all applicable Federal requirements. These requirements include, but are not limited to:

- (1) The contract will be subject to those conditions of the cooperative agreement (We can add the Cooperative Agreement as an attachment to this RFP when we receive it from USEPA, if that is OK with legal) that relate to eligibility of costs and to contracts, including the administrative cost prohibition (see Attachment).
- (2) The contract will be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub part O).
- (3) The contract will be subject to general Federal requirements for contracts under cooperative agreement, including mandatory steps for Contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
 - a. The Consultant shall comply with all applicable sections of the following specifications as they relate to The Davis-Bacon Act (40 U.S.C. §§ 3141-3148, formerly 40 U.S.C. §§276a to a-7) as supplemented by Department of Labor Regulation (29 CFR Part 3) (DBA). The Davis-Bacon Act requires that all Contractors and subcontractors performing on Federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Pursuant to 40 U.S.C. § 3142, the minimum wages to be paid various classes of laborers and mechanic under the Contract of this project shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on Projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.
 - b. The Minority-owned Business Enterprise (MBE) goal set under the grant agreement funding this work is 8%. The Woman-owned business enterprise (WBE) goal is 8%.
- (4) The relative cooperative agreement conditions and applicable regulations are included in this RFP as an Attachment.
- (5) All Contractors shall have an active registration in the federal System for Award Management (SAM). Such registration can be setup via www.Sam.gov.
- (6) All Contractors must verify that they are not debarred from receiving Federal Funds.
- (7) Contractors and their Subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.
- (8) Must ensure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.
- (9) Environmental samples be collected as part of the work and be funded by USEPA, the Contractor shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. To comply with the stated QA Requirements, Contractor shall complete a Site-Specific USEPA Brownfields QAPP. The QAPP must be approved by the USEPA Project Officer and NJEDA in writing prior to

commencement of any collection, testing, and use of environmental samples at the site. A copy of the USEPA template for completion of the QAPP shall be provided to the Contractor by NJEDA.

While evaluating bids or proposals, the NJEDA will consult the most current “List of Parties Excluded from Federal Procurement or Non-Procurement Programs” to ensure that the firms submitting proposals are not prohibited from participation in assistance programs. The NJEDA will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13

3.16 TASK ORDER REQUEST (TOR) PROCESS

During the term of the contract, the Authority will issue, via email, a TOR, Exhibit B1 to the successful firm, specific as to the above Sections 3.1 to 3.6

The Authority will issue additional requirements to the Contractor detailing a specific project requirement in a TOR (please refer to Exhibits B1, B2, and B3). The Contractor will be required to respond to each TOR describing its strategy in completing the services required as follows:

- A. The Authority will provide documents in its possession which may include:
 - i. Site Plan, if available, or description thereof, including any historical knowledge known.
- B. The TOR, Exhibit B1, will specify any required deadlines (e.g. investigation by a certain date, report submission by a certain date).
- C. The TOR will state to whom at the Authority the investigation / report should be addressed.
- D. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority’s Designated Contract Manager within one (1) to three (3) business days.
- E. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority’s Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor’s submitted Fee Schedule. The Authority will then either accept the firm’s TOR proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project.
- F. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority’s Designated Contract Manager, at his/her sole discretion.
- G. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.
- H. No work may begin until the Authority issues a written notice to proceed to the Contractor.

4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER

Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

4.1 GENERAL

Proposals that conflict with those terms and conditions contained in this RFP or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will result in the entire Proposal being rejected. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw it or withdraw its Proposal.

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Professional Services, Exhibit A and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its Proposal.

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

4.1.1 NON-COLLUSION

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;
- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been

convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – 2022-RFP-133–Professional Environmental Services (USEPA Brownfields Assessment Grant FY22), unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). One (1) volume must contain the **mandatory** compliance documentation. One volume must contain only the **mandatory** Fee Schedule. The additional volume must contain, at a minimum, the **mandatory** portions of the Proposer's Proposal. If the Proposal is extra large in size, submitting multiple additional volumes for the Technical Proposal is permissible.

If a Proposer's Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposer's Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.

Technical Proposal Volume

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

Pricing Volume

Fee Schedule. Please reference Section 4.2.2 in this RFP.

Compliance Volume

Please reference all Subsections in Section 4.2.3 in this RFP and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

4.2.1 TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include information relating to its organization, personnel, and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP.

The Technical Proposal must, at a minimum, contain the information below and be submitted in the following order:

- I. Cover Letter (Optional);
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members;
- VI. References of Key Team Members;
- VII. Description and Documentation of Proposer's Prior Experience and Qualifications; and
- VIII. Financial Capability of the Proposer.

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Proposal.

I. Cover Letter (Optional)

All Respondents should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

II. Management Overview and Technical Approach to Achieve the Scope of Work

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Authority that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) (e.g., will best meet the needs of the authority; and
- C. The Proposer shall also set forth a detailed work plan indicating how each task in the Scope of Services, Section 3.0, will be accomplished, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the maximum timeline.

III. Organization Chart, if applicable (not required for a sole proprietor)

Provide an organization chart that must include all key team members, their labor category, and titles for this engagement. For the purposes of this engagement, a "key team member" is identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Proposer has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Proposer should list these additional resources in its Proposal, and include the individual(s) on the Organization Chart.

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the "Organization Chart" must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

IV. Key Team Member List, if applicable (not required for a sole proprietor)

List each key team member who will be utilized for this contract by name and title.

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the "Organization Chart" must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

V. Resumes/Bios of Key Team Members

A resume/bio for each key team member must be included.

VI. References

Each key team member's resume must include at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.

A minimum of three (3) client references must be from clients where the projects were funded by a USEPA Brownfields Grants and located within US EPA Region 2.

VII. Description and Documentation of Proposer's Prior Experience and Qualifications

- A. The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services, Section 3.0. If applicable, highlight projects in which members of your proposed project team have worked together. Please indicate for each project that you list, the scope, the location of the project(s), and the beginning and end dates of the project(s). This shall further address:
 1. **Proof of professional experiences within the State of New Jersey.**
 2. **Proof of professional experiences with USEPA grants and/or similar federal programs.**
- B. Provide a narrative description (or resume, if you are a sole proprietor), detailing your organization's {your} experience as an environmental firm providing professional environmental services. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;
- C. Provide information from projects your organization (or you, if you are a sole proprietor) have previously worked on, and in what role/capacity. For each project that you list, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of your proposed project team have worked together;
- D. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience working in New Jersey or other states;
- E. Provide a listing of **three client** references, which includes contact names, titles and telephone numbers for which your firm (or you, if you are a sole proprietor) has provided services. The beginning and ending dates of the provided services must be included.
 1. **A minimum of three (3) client references must be from clients where the projects were funded by a USEPA Brownfields Grants and located within USEPA Region 2.**

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Proposer's staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer's Checklist.

VIII. Financial Capability of the Proposer

- A. In order to provide the Authority with the ability to judge the Proposer's financial capacity and capabilities to undertake and successfully complete the contract, the Proposer should submit certified financial statements which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. If financial statements are not available, the Proposer is to provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the

Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference;

- B. If the information is not supplied with the Proposal, the Authority may still require the Proposer to submit it. If the Proposer fails to comply with the request within three (3) business days, the Authority may deem the Proposal non-responsive;
- C. A Proposer may designate specific financial information as not subject to disclosure if the Proposer provides a good faith legal/factual basis for such assertion. The Proposer may submit the specific financial documents in a separate file clearly marked "Confidential-Financial Information"; and
- D. The Authority reserves the right to make the determination to accept the assertion.

4.2.1.1 POTENTIAL PROBLEMS

The Proposer must set forth a summary of any and all problems that the Proposer anticipates during the term of the contract. For each problem identified, the Proposer should provide its proposed approach.

4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFP Solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

4.2.2.1 DELIVERY TIME AND COSTS

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and
- B. F.O.B. Destination does not cover "spotting" but does include delivery inside the Authority unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Proposal and will be cause for rejection of a Proposal.

4.2.2.3 PRICE ADJUSTMENT

Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

4.2.3 REQUIRED COMPLIANCE DOCUMENTATION

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP Solicitation.

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Bid Proposal **(MANDATORY FORM WITH BID PROPOSAL)**. ALL other Compliance Documentation, not deemed "Mandatory Form With Bid Proposal", are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Bid Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer.

4.2.3.1 SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is

a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer.

Note: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

4.2.3.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer's failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

4.2.3.3 PROFESSIONAL SERVICES QUALIFICATION STATEMENT (PSQS) (MANDATORY FORM WITH BID PROPOSAL)

The Proposers that meet **all** the requirements described in this RFP are invited to submit the PSQS and other information describing the specific experience of the firm and key Project team members/subconsultants related to this type of Project.

Proposers must submit or update a PSQS with information which is specific to the office or branch responding to this particular RFP. Thus, if a local branch office is submitting, list **ONLY** those employees located at that particular office. If work will be performed outside of the branch office, then the main office should be submitting the RFP and the branch office considered as a subconsultant.

4.2.3.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one 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 Proposer, nor one 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a contract.

4.2.3.5 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a contract, to provide 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. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.3.6 BUSINESS REGISTRATION CERTIFICATION (BRC)

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a contract. To facilitate the Proposal evaluation and contract award process, it is requested and advised the Proposer should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal.

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Proposer receiving a contract award as a result of this procurement and any Subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

Pursuant to 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 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

4.2.3.7 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a contract primarily for services, the intended Contractor of an Authority contract must disclose the location by country where services,

including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

4.2.3.8 BREACH OF CONTRACT

A SHIFT TO PROVISION 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, who had on contract award declared that services would be performed in the United States, 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. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

4.2.3.9 AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT

Prior to the award of a contract, the intended awardee 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. Intended awardee(s) 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), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA):
https://www.nj.gov/treasury/contract_compliance/index.shtml;

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:
https://www.nj.gov/treasury/contract_compliance/index.shtml.

4.2.3.10 SMALL BUSINESS SET ASIDE

NOT APPLICABLE

4.2.3.11 DISABLED VETERANS' BUSINESS SET-ASIDE

NOT APPLICABLE

4.2.3.12 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, 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 candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities. The form is also available at: <https://www.njeda.com/Bidding/>.

c) 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.

4.2.3.13 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, 3 as amended) if in a calendar year the Contractor receives one (1) 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 <https://www.elec.state.nj.us/>.

4.2.3.14 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, ch. 9), any employer entering into a contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of "public work"). Additionally, any contract that the Authority enters into for "services" imposes reporting requirements by awarded Bidders and contractors (falling within the definition of "qualifying services"). Information on the reporting requirement for such "qualifying services" is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

4.2.3.15 NEW JERSEY STATE W-9

Prior to an award of a contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

4.2.3.16 INSURANCE CERTIFICATE(S)

Prior to the award of a contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFP.

4.2.3.17 SUBCONTRACTOR UTILIZATION PLAN

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, submitted with the Proposal, available at:
<https://www.njeda.com/bidding/>.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors and/or Subconsultants, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Contractor is automatically certifying that in the event the award is granted to the Contractor's firm and the Contractor later determines at any time during the term of the Contract to engage Subcontractors and/or Subconsultants to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Form for approval by the Authority in advance of any such engagement of Subcontractors and/or Subconsultants.

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

4.2.3.18 BID SECURITY

NOT APPLICABLE

4.2.3.19 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3

The attached certification of non-involvement is required to comply with P.L. 2022, c.3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist, Item X.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM

A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.

4.2.3.20 ADDITIONAL REQUIREMENTS – ADHERENCE TO FEDERAL REQUIREMENTS

As USEPA Brownfields Assessment Grant monies will be used to fund this work, the Contractor must adhere to all applicable Federal requirements. These requirements include, but are not limited to:

- (1) The contract will be subject to those conditions of the cooperative agreement attached as Exhibit C that relate to eligibility of costs and to contracts, including the administrative cost prohibition (see Attachment).

- (2) The contract will be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub part O).
- (3) The contract will be subject to general Federal requirements for contracts under cooperative agreement, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
 - a. The Contractor shall comply with all applicable sections of the following specifications as they relate to The Davis-Bacon Act (40 U.S.C. §§ 3141-3148, formerly 40 U.S.C. §§276a to a-7) as supplemented by Department of Labor Regulation (29 CFR Part 3) (DBA). The Davis-Bacon Act requires that all Contractors and subcontractors performing on Federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Pursuant to 40 U.S.C. § 3142, the minimum wages to be paid various classes of laborers and mechanic under the Contract of this project shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on Projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.
 - b. The Minority-owned Business Enterprise (MBE) goal set under the grant agreement funding this work is 8%. The Woman-owned business enterprise (WBE) goal is 8%.
- (4) The relative cooperative agreement conditions and applicable regulations are included in this RFP and attached as Exhibit C.
- (5) All contractors shall have an active registration in the federal System for Award Management (SAM). Such registration can be setup via www.Sam.gov.
- (6) All contractors must verify that they are not debarred from receiving Federal Funds.
- (7) Contractors and their Subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.
- (8) Must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.
- (9) Environmental samples be collected as part of the work and be funded by EPA, the Contractor shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. To comply with the stated QA Requirements, Contractor shall complete a Site-Specific USEPA Brownfields Quality Assurance Project Plan (QAPP). The QAPP must be approved by the USEPA Project Officer and NJEDA in writing prior to commencement of any collection, testing, and use of environmental samples at the site. A copy of the USEPA template for completion of the QAPP shall be provided to the Contractor by NJEDA.

While evaluating bids or proposals, the NJEDA will consult the most current “List of Parties Excluded from Federal Procurement or Non-Procurement Programs” to ensure that the firms submitting proposals are not prohibited from participation in assistance programs. The NJEDA will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Proposer's Proposal, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFP, any Special Contractual Terms and Conditions of the RFP take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Authority's Standard Contract – Exhibit A, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, or the Authority's Contract for Professional Services – Exhibit A and the Proposer's Proposal, the RFP and/or the addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for three (3) years with the possibility of {two (2), one (1)} year extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority. An annual percentage price escalator may be in effect for the extension options if indicated by the Proposer in their Fee Schedule submitted for this solicitation.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate/back-up individual for each position / individual identified in the Proposer's organization chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority.

With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Proposer anticipate bringing pre-existing intellectual property into a work-for-hire, the intellectual property must be identified in the Proposal. Otherwise, the language in the first paragraph of this section prevails. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The Authority reserves the right to obtain, or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from Contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

- A. The obligations of the Authority 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 and anything identified in Contractor's Proposal as Background IP ("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. 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; (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;
- D. The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Handling: Upon termination/expiration of this contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 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 Authority.

5.11 ADVERTISING

The Contractor shall not use the Authority's name, 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 Authority.

5.12 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. The Contractor shall supply the Authority with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its Proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the Authority 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.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the Authority 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 Chief Executive Officer (CEO).

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Professional Services, Exhibit A, 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 Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the Procurement Department.

In the event of additional work and/or special projects, the Contractor must present a written Proposal to perform the additional work to the Designated Contract Manager. The Proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its Proposal.

The Contractor's written Proposal must provide a detailed description of the work to be performed broken down by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the Procurement Department must include all other required Authority approvals.

No additional work and/or special project may commence without the Procurement Department's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Authority's written approval, it shall be at the Contractor's sole risk. The Authority shall be under no obligation to pay for work performed without the Procurement Department's written approval.

5.15 INDEMNIFICATION

The indemnification provisions set forth in the Authority's Contract for Professional Services, Exhibit A, shall prevail.

5.16 MAINTENANCE OF RECORDS

The Contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.17 FORM OF COMPENSATION - INVOICING/PAYMENT

The Contractor will submit invoices to the Authority (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the

sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;

- C. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. A Monthly Status Report form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The Authority considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Services / Deliverables" and any additional services, as indicated in the RFP.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Authority reserves the right to waive minor irregularities or omissions in a Proposal. The Authority also reserves the right to waive a requirement provided that:

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Authority reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so. The Authority shall have the power to award orders or contracts to the Proposer best meeting specifications and conditions.

6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.

The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

6.4 RIGHT TO REQUEST FURTHER INFORMATION

The Authority reserves the right to request all information which may assist it in making a contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the contract. Further, the Authority reserves the right to request a Proposer to explain, in detail, how the Proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, and possibly other state agencies and/or industry Subject Matter Experts (SMEs), but will not be voting members. Only Authority staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of Proposals, unless requested by the Authority as noted below, vendor contact with the Authority is still not permitted.

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Authority concerning its Proposal.

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its Proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Proposal. The Procurement department will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
 1. If key personnel are identified and required in Section 3.0 of this RFP, the Proposer **must** submit a resume for each key position and the Proposer's resumes **must** include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references **must** include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.

- B. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references.
1. If references for contracts of similar size and scope are required in Section 3.0 of this RFP, the Proposer **must** submit business references for each relevant contract. Business references **must** include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.
- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

6.7.2 PROPOSER'S FEE SCHEDULE

For evaluation purposes, Proposers will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFP.

Hourly rates, per the Fee Schedule, will be used for any additional work that might be required during the contract time frame, not specified in the original Scope of Work.

6.7.3 PROPOSAL DISCREPANCIES

In evaluating Proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating Proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the Procurement department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the Procurement department may invite one Proposer or multiple Proposers to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original Proposal will be rejected as non-responsive and the Authority will revert to consideration and evaluation of the Proposer's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Procurement department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Authority.

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Procurement department. The Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

All contacts, records of initial evaluations, any correspondence with Proposer related to any request for clarification, negotiation or BAFO, any revised technical and/or price Proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until approved and a Conditional Notice of Intent to Award a contract is issued.

NOTE: If the Authority contemplates negotiation, Proposal prices will not be publicly read at the Proposal submission opening. Only the name and address of each Proposer will be publicly announced at the Proposal submission opening.

6.9 PROTEST OF RECOMMENDED AWARD

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the preliminary "*Hearing Officer Report*" to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any "*Exceptions to the Hearing Officer's Report*" and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final "*Hearing Officer Report*" which will be sent with any "*Exceptions to the Hearing Officer's Report*" to either the Authority's Board or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it

relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. The Authority's Board of Directors or Chief Executive Officer will review the final "*Hearing Officer Report*" and the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a final decision regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded.

7.0 CONTRACT AWARD

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good", on a scale of 1-5 with 5 being the highest rating. The Authority shall be under no obligation to make an award to an entity which does not achieve this minimum scoring threshold.

Award of a contract for the services outlined in this RFP will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFP as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the "Questions and Answers Period."

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Professional Services" with the proposal as it will result in the proposal being deemed non-responsive.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP process, unless submitted during the "Questions and Answers Period".

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A) during the "Questions and Answers Period."

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

Acceptance of a proposal and award of a contract is subject to the approval of the Authority's Board.

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER

The Authority's Designated Contract Manager is the employee responsible for the overall management and administration of the contract.

The Authority's Designated Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Authority's Designated Contract Manager's name, department, address, telephone number, fax phone number, and e-mail address.

8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

If the contract has multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the contract for all departments, while other employees engage and pay the Contractor. All persons that use the contract must notify and coordinate the use of the contract with the Authority's Designated Contract Manager.