

**CAPITAL CITY REDEVELOPMENT CORPORATION (CCRC)
REQUEST FOR PROPOSALS
FOR
Adaptive Reuse Feasibility Study for the Former Taxation Building
(Reference RFP #2022-RFP-153)**

DATE: February 13, 2023

ADDENDUM No. 2

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

Part 1: Answers to Questions Submitted		
No	Question	Answer
1.	<p><u>RFP, General</u></p> <p>Are there any existing as-built building plans available, including but not limited to Architectural, Structural, MEP, Civil sets, in addition to those provided in the RFP.</p>	<p>As-builts will be provided to the winning respondent.</p>
2.	<p><u>RFP, General</u></p> <p>Is it possible to get access to photos of the existing building that we can share with consultants for preparation of their proposals.</p>	<p>No. Two (2) optional site visits of the building were offered.</p>
3.	<p><u>RFP Section 1.4.8 Subconsultant / Subcontractor Firm(s)</u></p> <p>Regarding utilization of subcontractors on the bidder's team: We expect to utilize subcontractor firm(s) to conduct the full scope of services. Is it the CCRC's preference that we select and propose the full team now in our proposal, or just identify the roles required and collaborate with the CCRC to select the subcontractor team member(s) upon selection e.g. along with the Subcontractor Utilization Form?</p> <p>Does the CCRC have specific MBE/WBE/DBE targets / goals for this contract?</p>	<p>All subcontractor firms must be identified in the response to the RFP. Moreover, the Evaluation of the proposal submission to the RFP will be based upon the qualifications of the contractors and subcontractors. Proposal submissions should address the qualifications, including but not limited to the personnel, experience and ability of the Contractors and Subcontractors.</p> <p>See response to question 16 for additional information.</p>

<p>4.</p>	<p><u>RFP Section 3.1 / Task 1 / Sub-item 2(c)</u></p> <p>Regarding Environmental Condition: Please describe the extent of the environmental information you are seeking. Are you looking for a consultant to identify and sample for regulated building materials, provide an estimate for remediation of such materials and an action plan for disposal? Is it your intent to conduct the remediation if the building is mothballed? Or only if/when redeveloped?</p>	<p>The intent is to understand what remediation if any would be required as part of the building redevelopment across the various potential reuse scenarios and the estimated costs for remediation. All environmental studies commissioned by the State will be provided to the selected consultant, including, but not limited to, asbestos studies.</p> <p>Cost estimates, which shall include disposal costs, of any potentially required remediation is needed, an action plan for disposal is not needed. Consultant shall identify regulated building materials based upon review of building information provided by the State, visual inspection, and sound industry standard assumptions based on characteristics, including but not limited to age of the material.</p> <p>After reviewing sampling results from previously sampled building material, consultant may recommend sampling to be conducted that would provide further certainty and would arrange for sampling only if directed to by the Department of the Treasury.</p>
<p>5.</p>	<p><u>RFP, Section 3.1</u></p> <p>The RFP identifies the existing building structure as an item to be assessed during Task 1 (3.1 Tasks, Task 1, page 17). It is our understanding that the building structure is not open to the space and can't be observed to access existing conditions. Are there specific concerns with regards to the existing structure that we would need to evaluate?</p>	<p>There are no specific concerns with the structure. The selected consultant may evaluate structural condition to the extent possible based on nonintrusive methods. Consultant may recommend additional structural analysis to be performed, and perform such analysis if authorized to by the Department of the Treasury.</p>
<p>6.</p>	<p><u>RFP, Section 3.1</u></p> <p>The RFP requests identification of possible enhancements to the energy efficiency of the building during Task 1 (3.1 Tasks, Task 1, page 17). Should we be including any evaluation of sustainability initiatives or rating systems such as LEED, Well, etc.</p>	<p>Consultant should identify possible energy efficiency enhancements to the building, including but not limited to the feasibility of achieving rating standards such as LEED, Well, etc.</p>
<p>7.</p>	<p><u>RFP, Section 3.1</u></p>	<p>No.</p>

	<p>The RFP asks for a cost estimate to mothball and protect the building for a future reuse (3.1 Tasks, Task 2, page 18). Is there a specific duration that should be considered for the building to be mothballed?</p>	
<p>8.</p>	<p><u>RFP Section 3.3 Reporting and Timeline Updates</u></p> <p>Regarding Meetings: While it is understood that some meetings must be in person (kick-off, site visit, presentations), will the CCRC allow some meetings such as the bi-weekly progress meetings virtually rather than in-person?</p>	<p>Yes. It is anticipated that certain meetings will be done virtually.</p>
<p>9.</p>	<p><u>RFP Section 3.4. Invoicing</u></p> <p>Regarding structure of Invoicing: We acknowledge that invoicing should correspond to milestones, will the CCRC allow the selected Contractor to bill monthly with percent complete of milestones?</p>	<p>Yes.</p> <p>Furthermore, pursuant to the RFP, Section 3.4:</p> <p>“Invoicing to be submitted upon achievement of the Contractor’s proposed milestones and/or the CCRC’s requisite milestones, including but not limited to the completion of initial review, evaluation and research; 1st draft; 2nd draft; and final draft; and other significant steps. Invoices must detail the work performed, applicable hourly rate(s) and number of hours and be billed on a monthly basis or as otherwise agreed.”</p> <p>Section 3.5 further provides that:</p> <p>“The Contractor shall attend an Initial Organizational Meeting with the CCRC’s designated staff. The Initial Organizational Meeting will be held within seven (7) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the CCRC’s designated staff members, to gain a clearer understanding of the performance expectations, to review the CCRC’s requisite milestone timelines, based upon the Contractor’s proposed milestones, and a payment/invoicing schedule based on the Contractor demonstrating its completion of specific milestones/steps as proposed by the</p>

		<p>Contractor, and agreed by the CCRC and the Contractor.”</p> <p>Moreover, please review RFP, Section 5.15 that provides that:</p> <p>“The Contractor will submit invoices to the CCRC, upon the successful completion of each task in accordance with the approved schedule, and approved by the CCRC’s designated Contract Manager. Invoices submitted for payment must include / consider all the following:</p> <p>a) Invoice, to include a detailed description of the project task services performed, per the approved schedule.</p> <p>The CCRC, 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 CCRC 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.”</p>
10.	<p><u>RFP Section 3.6 Availability of Services</u></p> <p>Regarding After-Hours Work: We recognize that services outside of normal business hours may be required; will the CCRC provide the selected Contractor with at least 5 business days’ notice if the CCRC wants to hold a meeting or event after hours?</p>	Yes.
11.	<p><u>RFP Section 4.2.2 / Part IV</u></p> <p>Regarding the Bidder’s Team: We will need to build a team to conduct the full scope of services. Is it your preference that we select and propose the full team now in our proposal, or just identify the roles required and collaborate with you to select the team members if we are selected?</p> <p>Do you have specific MBE/WBE/DBE targets for the team?</p>	<p>The full team should be identified in the proposal.</p> <p>Please see answer to question 16 for additional information.</p>

12.	<p><u>RFP, Section 4.2.2</u></p> <p>Do you only need a “Back-Up” employee for Lead Account Manager</p>	<p>Please review RFP, Section 4.2.2 as to the requirements. Specifically,</p> <p>“Proposer must identify and provide the name, title and resume of a staff employee who will serve as the “Back-Up” Lead Account Manager, in the absence of the dedicated Lead Account Manager. Backup staff must be clearly identified as backup staff. Proposals submitted without this information will be evaluated as though no qualified back-up / replacement staff is available.”</p> <p>Please also review RFP, Section 5.6 pertaining to substitution of staff for additional information.</p>
13.	<p><u>RFP, Section 4.2.4 and Proposer’s Checklist</u></p> <p>Do subconsultants need to fill out Forms A-M?</p>	<p>Please review RFP, Section 4.2.4 that addresses the required compliance documentation pre and post proposal submission. Compliance documents pertain to the Proposer and their submission to the RFP rather than subconsultants.</p>
14.	<p><u>RFP, Section 4.2.4.7 and 4.2.4.12</u></p> <p>Will not submitting Form E Employee Information Report disqualify us? Or having a NJ State W9?</p>	<p>Not submitting an Employee Information Report or W9 will not disqualify a vendor at time of bid submission. However, these compliance documents are required prior to award.</p> <p>Specifically, RFP Section 4.2.4.7 provides that “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;</p>

		<p>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.”</p> <p>As RFP Section 4.2.4.12 provides, “Prior to an Award of Contact, the Contractor shall provide the CCRC with a properly completed New Jersey State W-9 form available at https://www.njeda.com/bidding.”</p>
15.	<p><u>RFP, Section 4.2.2</u></p> <p>Do you require 3 successful assignments (prior experience), Resumes, (3) Client references from Subconsultants?</p>	<p>The Proposer is to describe its approach and plans for accomplishing the work outlined in the Scope of Work and is to include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Proposer’s qualifications, and capabilities to perform the services required by this RFP.</p> <p>Proposer should also submit the requisite information, such as but not limited to, the prior experience, resumes and references from Subcontractors/Subconsultants as the Evaluation committee will review and evaluate same.</p>
16.	<p><u>RFP, Section 4.2.4.8 (page 32-33)</u></p> <p>Is there a Small Business (SBE) or Disabled Veteran’s Business (DVOB) vendor list available or a list of preferred vendors?</p> <p>Is there a specific % goal for SBE or DVOB participation?</p>	<p>No. The CCRC does not possess a Small Business (SBE) or Disabled Veteran’s Business (DVOB) vendor list available or a list of preferred vendors.</p> <p>No. There is no specific % goal for SBE or DVOB participation. Please see page 1 that provides it is not applicable for small business set-aside.</p> <p>However, the CCRC encourages the participation of SBE firms registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFP. The CCRC further encourages the participation of DVOB firms registered with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit.</p>

		Information pertaining to SBE registration and/or MWBE, VOB and/or DVOB certification can be obtained by contacting the Office of Business Services at (609) 292-2146.
17.	<p><u>RFP, Page 1 and Section 4.2.4.8</u></p> <p>Is there a Small Business Set Aside for this opportunity? Page one of RFP has "Not Applicable" checked off.</p>	No. There is no Small Business Set Aside for this procurement. However, the CCRC encourages the participation of SBE firms. Please see answer to question 16.
18.	<p><u>RFP, Section 4.2.4.8</u></p> <p>Is there a Small Business Set Aside goal? DVB goal? M/WBE goal?</p>	No. Please see answers to questions 16 and 17.
19.	<p>Question posed as follows:</p> <p>I represent an architectural and engineering firm and we were unable to make the site visit could you please share a list of the those who attended?</p>	<p>Pursuant to RFP, Section 1.3.1,</p> <p>A. <u>Questions should be directly tied to the RFP</u> 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;</p> <p>Respectfully, an inquiry as to who attended either the optional January 26th or February 2nd site tours does not pertain to the RFP and will not be addressed in this Addendum at this time.</p>
20.	<p><u>Regarding Ownership of Material RFP p. 38, Section 5.7:</u></p> <p>We take exception to Special Contractual Terms and Conditions, Section 5.7 Ownership of Material, and request the following language be incorporated in the final contract:</p> <p>Notwithstanding any term in the Contract to the contrary, Proposer shall retain all right, title, and interest in any and all intellectual property: (i) created by Proposer prior to this Contract, including (without limitation) Proposer proprietary software programs and processes for providing services and (ii) created by Proposer during the term of the Contract</p>	Respectfully, the CCRC is not willing to consider or accept the requested modifications.

	<p>in the normal course of business for Proposer’s clients generally. Upon Authority request, at contract completion Proposer will provide in a format readable by non-proposer proprietary software all Authority computer data and information that Proposer created under the Contract.</p> <p><u>Rationale:</u> This properly identifies background intellectual property and clarifies situations where the Authority would not take ownership.</p>	
<p>21.</p>	<p><u>Regarding Ownership and Use of Documents Contract p. 2, Section 4:</u></p> <p>We take exception to Contract for Services, Section 4 Ownership and Use of Documents and request the following language be incorporated in the final contract: Notwithstanding any term in the Agreement to the contrary, Contractor shall retain all right, title, and interest in any and all intellectual property: (i) created by Contractor prior to this Agreement, including (without limitation) Contractor proprietary software programs and processes for providing services and (ii) created by Contractor during the term of the Agreement in the normal course of business for Contractor’s clients generally. Upon Authority request, at Agreement completion Contractor will provide in a format readable by non-vendor proprietary software all Authority computer data and information that Contractor created under the Agreement.</p> <p><u>Rationale:</u> This properly identifies background intellectual property and clarifies situations where the Authority would not take ownership.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>
<p>22.</p>	<p><u>Regarding Manner of Payment, Contract pp. 2–3, Section 5:</u></p> <p>We take exception to Contract for Services, Section 5 Manner of Payment and request the following edits be incorporated in the final contract: Line 3: Insert “within thirty (30) days” between “Contractor,” and “following”</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>

	<p><u>Rationale</u>: Thirty-day payment terms are industry standard</p>	
<p>23.</p>	<p><u>Regarding Indemnification, Contract p. 3, Section 6:</u></p> <p>We take exception to Contract for Services, Section 6 Indemnification and request the following edits be incorporated in the final contract:</p> <p>Line 3: Insert “third party” between “all” and “suits”</p> <p>Line 4: Insert “negligent” between “any” and “act”</p> <p>Line 5: Insert “that results in property damage or personal injury” between “Contract” and “.”</p> <p><u>Rationale</u>: Indemnity should not be permitted for direct actions between the contracted parties, and should be implemented when the Contractor has acted with negligence, not where it’s acted in accordance with Contract terms or otherwise at Authority’s direction.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>
<p>24.</p>	<p><u>Regarding Insurance, Contract pp. 3-4, Section 7:</u></p> <p>We request revisions as follows:</p> <p>Sub-item 7.(a) Second paragraph, last sentence: delete “at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.” and replace with “pursuant to standard form ISO CG 0001.”</p> <p>Sub-item 7.(b) Last sentence: delete “acceptable to the Authority.” and replace with “of \$1,000,000.”</p> <p>Sub-item 7.(c) First paragraph: delete “an in such policy form as shall be approved by the Authority.”</p> <p>Sub-item 7.(c) Second paragraph: delete this sentence.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>

<p>25.</p>	<p><u>Regarding Termination, Contract p. 5, Section 8:</u> We take exception to Contract for Services, Section 8 Termination and request the following edits be incorporated in the final contract:</p> <p>Line 2: Replace “seven (7)” with “thirty (30)” between “upon” and “days”</p> <p><u>Rationale:</u> Thirty days provides sufficient time to wind down services, and those of subcontractors, if any.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>
<p>26.</p>	<p><u>Regarding Consequential Damages:</u></p> <p>We take exception to the absence of a consequential damages waiver, and respectfully request addition of the following language in the Contract:</p> <p>Consequential Damages. Except to the extent of the obligations in the paragraph “indemnification,” neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively “non-direct damages”) resulting from its performance or non-performance of its obligations under the contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.</p> <p><u>Rationale:</u> Consequential Damage waivers are industry standard and allows us to consider appropriate and foreseeable risks, which allows for best pricing to the Authority.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications.</p>
<p>27.</p>	<p>Inquiry request</p> <p>Request made to have the Authority enter into an Addendum to the Agreement pertaining to use of an estimator.</p>	<p>Respectfully, the CCRC is not willing to consider or accept the requested modifications or enter into proposed Addendum.</p>

Part 2: Additions, Deletions, Clarifications & Modifications to the RFP

No.	Description	Clarification/ Modification
1.	<p>Section 4.2.2 – Technical Proposal, Organizational Qualifications, Experience and Miscellaneous Information</p> <p>and</p> <p>Section 6.7.1 Technical Evaluation Criteria</p> <p>a. Personnel: The lead planner’s demonstrated qualifications and experience, including the percentage level of direct involvement to perform work against the resulting agreement and their experience providing the requisite services on assignments of similar size, scope and complexity, in addition to other contract specific staff.</p> <p>b. Experience of Proposer: The demonstrated qualifications and overall experience of the Proposer’s planning, management, supervisory, and other key personnel to be assigned, including the percentage level of direct involvement to perform work against the resulting agreement and the Proposer’s experience providing the requisite services on assignments of similar size, scope and complexity.</p> <p>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.</p>	<p>To clarify and confirm, Proposer’s submissions to the RFP should address the credentials, including but not limited to the qualifications, personnel, experience and ability of the Subcontractors / Subconsultants. This will be reviewed and evaluated by the members of the Evaluation Committee in relation to the Evaluation Criteria set forth therein.</p>