

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**REQUEST FOR REAL ESTATE QUALIFICATIONS**  
**FOR**  
**Environmental Consulting Services on an As-Needed Basis**  
**(Reference 2024-RERFQ-206)**

**ADDENDUM #3**

**December 16, 2025**

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

<b>Part 1: Answers to Questions Submitted</b>		
No.	Question	Answer
1.	<p>p.8, §1.3.5 –</p> <p>Timely Submission (Note): The note says, “the technical and cost Qualification stage of the award process and ranking and weighting will be done during the TOR process.” Yet later sections require a Fee Schedule with the Qualification and say price is part of the initial evaluation. Are price and ranking considered at the Qualification stage, or only at TOR?</p>	<p>Technical qualifications and cost will be utilized to rank submissions for inclusion into the environmental services pool. At the Task Order Request (TOR) stage the NJEDA plans to assign projects on a rotational basis with an option to utilize a mini-bid for larger projects.</p>
2.	<p>p.10–11, §1.4.1</p> <p>– Addenda: Bidders are told to check the website daily for addenda. Will NJEDA also push email notices to registered firms (portal registrants) to reduce the risk of missed addenda—especially given the “daily check” requirement?</p>	<p>No. The NJEDA will not notify Bidders through the portal. At this time, the only way to receive notice of updates is to monitor our website at: <a href="#">Bidding Opportunities - NJEDA</a>.</p>
3.	<p>p.15, §2.0</p> <p>– Definitions (Included costs): The definitions state, “This rate also includes portal-to-portal expenses as well as per diem expenses such as food.” Which rate is meant (hourly labor? unit prices?) and does this mean no separate travel/per diem billing under any TOR? How will other direct costs be billed?</p>	<p>Billable direct costs include rented field equipment and sampling expendables (such as photoionization detectors, sample pumps, and disposable sampling equipment). Travel expenses and office administrative overhead</p>

		costs are assumed to be included in the labor rates.
4.	<p>p.17, §2.0</p> <p>– Definitions (TOR &amp; “quotes”): The TOR definition says tasks are those “for which Qualifications and quotes for the TOR will be solicited.” Will TOR competitions require new quotes (mini pricing) from pool firms every time, or will you rely primarily on the previously submitted Fee Schedules?</p>	<p>The submitted rates are applicable for the first three (3) years of the contract. Please see the response to Question #1 above referencing TOR assignments.</p>
5.	<p>p.20, §3.1. J.6</p> <p>– AAI Costing: The Scope says cost estimates “shall be based on unit costs of NJEDA’s remediation contractor (which NJEDA shall provide).” Will those unit costs be included with each TOR so all pool firms are bidding against the same cost baseline?</p>	<p>A remediation cost estimate will be commensurate with the information available for a remedial phase, such as at the Site Investigation (SI), Remedial Investigation (RI), or Remedial Action Workplan (RAW) phase. If applicable, a TOR may include a remediation cost estimate Task and provide any criteria for developing the cost, including current unit pricing utilized by the NJEDA.</p>
6.	<p>p.21, §E</p> <p>– Who does the state anticipate signing the waste manifests?</p>	<p>The NJEDA will sign disposal manifests as the Generator for remediation projects that the NJEDA conducts. Although there may be other scenarios regarding the Generator identity for specific projects, Consultants are not expected to sign as-agent for waste disposal.</p>

7.	<p>P.21, §F, G, and M,</p> <p>– Will the respondent be responsible for auditing the firms selected by the state (payments, payroll, etc.) for remediation? Are there expertise requirements for this task? Should a \$5,000 variance be discovered, NJEDA be responsible for issuing the stop work order.</p>	<p>Review of payment applications and backup, if applicable, would be included as a Task in a TOR. Audits of subcontractor firms are not anticipated.</p>
8.	<p>p.21–22, §3.4</p> <p>– Analytical Lab Testing vs. “included” expenses: Lab fees are reimbursed at cost; meanwhile the definitions imply rates include per diem and portal-to-portal. Please clarify which expenses are reimbursable vs. presumed included in rates (e.g., mileage, lodging, couriers) to avoid inconsistent TOR pricing.</p>	<p>Please see the answer to Questions #3.</p>
9.	<p>P.22, §3.6</p> <p>– Are responses to all TORs required?</p>	<p>In most cases a TOR will be issued to a single consultant on a rotational basis. If a consultant declines to respond, that TOR will be issued to the next firm in the rotation. If a mini-bid option is utilized, it will be identified as such to the firms receiving the TOR.</p>
10.	<p>p.27, §4.2.2.1–.2</p> <p>– Delivery/FOB/C.O.D. (goods language in a services RFQ): These F.O.B. Destination and C.O.D. clauses are standard for goods, not professional services. Should these clauses be removed to avoid confusion?</p>	<p>This statement is not applicable. However, the Authority will not make the proposed revision.</p>
11.	<p>p.28, §4.2.2.3</p> <p>– Price Adjustment: The RERFQ says the Contract “allows for price adjustment,” but defers details to the Fee Schedule. What is the cap/index (e.g., annual CPI-U % cap, no retroactivity, extension-only)?</p>	<p>In this instance, Price Adjustment refers to the Annual Percentage Price Escalator for Bidders to enter on the Fee Schedule. The Authority cannot provide a cap/index.</p>

12.	<p>p.37, §6.2</p> <p>– Contract Term &amp; Extension: This section mentions “an annual percentage price escalator may be in effect ... if indicated by the Bidder in their Fee Schedule.” Will NJEDA prescribe a uniform index/cap for all awardees?</p>	<p>No. The NJEDA will not prescribe a uniform index/cap for awardees. Price increases will be tied to the Annual Percentage Price Escalator provided by the Bidder per the Fee Schedule.</p>
13.	<p>p.30–32, §4.2.5.7–§4.2.5.8</p> <p>– SBE/DVOB Timing: The RERFQ advises submitting SBE/DVOB materials with the Qualification, yet elsewhere many compliance items are “prior to award.” Are SBE/DVOB certifications mandatory at submission or only upon notice of intent to award (with a cure period)?</p>	<p>SBE/DVOB items are not mandatory. If your business is in one of these categories, please provide proof of certification from the authorizing party.</p>
14.	<p>Small-Business and Veteran Certification Consideration</p> <p>Beyond reporting and outreach goals, will NJEDA consider Small-Business, SDVOSB, or DVOB certifications within evaluation or task-order selection weighting under this RERFQ?</p>	<p>No. Such certifications will not be taken into consideration during evaluation or selection of firms for Task Order Requests.</p> <p>If your business is in one of these categories, please provide proof of certification from the authorizing party.</p>
15.	<p>MBE/WBE and Supplier Diversity Requirements</p> <p>The RFQ references the State’s Small Business and DVOB programs and includes a Contractor Set-Aside/Demographic Information Form. Please confirm whether there are any mandatory participation requirements or percentage goals for Minority-Owned (MBE), Women-Owned (WBE), or other certified diverse businesses. Additionally, will voluntary inclusion of certified small or diverse subcontractors be considered during evaluation or award recommendations?</p>	<p>Based on the project, the NJEDA has the authority to implement goals in these categories.</p>

16.	<b>Page 31 (4.2.5.6 &amp; 4.2.5.7)</b> - While DVOB and SBE certifications are specifically encouraged, the MBE, MWBE, SEDB MWB ELBE categories are not, but are they preferable, too?	Based on the project, the NJEDA has the authority to implement goals in these categories.
17.	p. 41 §6.8.2 B – Data Security: Will the State consider amending this section to the following, such that HIPAA compliance is only required if applicable and not mandatory: “If applicable, 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)...”	Respectfully, the Authority will not make the proposed revision.
18.	p.45–47, §7.6–§7.7 – Ranking vs. BAFO (terminology & process): §7.6 makes price part of the initial evaluation; §7.7 then speaks of evaluating “Quotes” and running BAFOs. Will the Authority rank to the pool using price + technical and (b) reserve BAFOs only for later TORs—or are BAFOs contemplated at the initial pool-award stage?	The Authority reserves the right to contemplate Best and Final Offers (BAFOs) at either or both stages; Task Order Requests (TORs) and initial pool-award stage.
19.	Exhibit A, §14. G.I. What are the typical set aside amounts contemplated for task orders under this effort? Will best and good faith efforts be acceptable?	The Authority does not have any specific set-aside amounts allocated for Task Order Requests.
20.	Contract for Professional Services, p2. Time, states that pricing shall remain firm throughout the term of the contract and any extensions, does this provision allow for price escalation? If not, will the State consider amending this language to simply comply with the Fee Schedule associated with the Contract?	The term of the Contract refers to the initial three (3) year term. Subsequently, whatever Annual Percentage Price Escalator was provided by the Bidder per the Fee Schedule will remain firm for any extension options,

		should the Authority choose to utilize them.
21.	Contract for Professional Services, p4. Ownership and Use of Documents, will the State consider adding the following: "Any reuse of the Work Product on this or other projects, without Vendor's prior written consent, shall be at the Authority's sole risk, and Vendor shall not be liable for any claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse of the Work Product by the Authority or by others acting through the Authority."	Respectfully, the Authority will not make the proposed revision.
22.	Contract for Professional Services, p6. Indemnification, will the State consider the following revisions: The Vendor shall defend, indemnify, protect and hold harmless the State of New Jersey, its instrumentalities, and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of <del>any kind arising out of or claimed to arise out of any</del> <b>to the extent caused by the negligent</b> act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract..."	Respectfully, the Authority will not make the proposed revision.
23.	Contract for Professional Services, p6. Indemnification, will the State consider the following additional language: "...When applicable, NJEDA shall include the requirement to indemnify a third party upon issuance of the TOR to the Vendor. <b>The obligation to indemnify any third party shall be restricted to the liabilities and limits identified in this Agreement; and shall exclude damages caused by the proportional negligence or willful misconduct of indemnitees.</b> "	Respectfully, the Authority will not make this revision.

24.	<p>Contract for Professional Services, p8. Termination, will the State consider the following additional language: "The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination <b>and approved demobilization costs.</b>"</p>	<p>Respectfully, the Authority will not make this revision.</p>
25.	<p>Contract for Professional Services, will the State consider adding the following provision or a similar provision that would limit liability? Alternatively, will the State consider a limitation on liability on a task order basis? "LIMITATION ON LIABILITY. Neither Party shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses. To the fullest extent permitted by law, the total liability, in the aggregate, of Vendor for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, shall not exceed the insurance limits required under this Agreement."</p>	<p>Respectfully, the Authority will not make this revision.</p>
26.	<p>Contract for Professional Services, will the State consider adding the following provision or a similar provision: "INFORMATION FROM OTHER PARTIES. The Parties acknowledge that Vendor will rely on information furnished by other parties, as well as statements and representations made by the State in performing its services under the Project. In relying on such information, Vendor shall have no obligation to investigate or independently verify the accuracy or completeness of such information, unless such review and verification is specifically included in Vendor's scope and fee. Vendor shall not be liable for any damages that may be incurred by the State in the use of third-party information."</p>	<p>Respectfully, the Authority will not make this revision.</p>

27.	Contract for Professional Services, will the State consider adding the following provision or a similar provision: "ENVIRONMENTAL MATTERS. In the event unknown hazardous materials are encountered, Vendor may be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The State acknowledges that Vendor is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project Site."	Respectfully, the Authority will not make this revision. Additional unforeseen conditions may require an additional TOR.
28.	Contract for Professional Services, will the State consider adding the following provision or a similar provision: "FORCE MAJEURE. Neither party will hold the other responsible for damages or unavoidable delay caused by Acts of God, acts of war, accidents, strikes, lockouts, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.	Respectfully, the Authority will not make this revision.
29.	Contract for Professional Services, will the State consider adding the following provision or a similar provision: "SITE ACCESS. The State shall obtain all necessary approvals for Vendor to access the Project site(s)."	Respectfully, the Authority will not make this revision.
30.	Prevailing Wage Applicability For environmental field activities such as soil borings, monitoring well installations, or minor remedial excavations, does NJEDA classify these tasks as construction work under N.J.A.C. 19:30-4.1 and the New Jersey Prevailing Wage Act, or are they treated as professional-service functions?	Intrusive environmental sampling is subject to prevailing wage.



31.	<p>Public Works Contractor Registration</p> <p>If a firm's role is limited to LSRP oversight and environmental consulting (with no direct construction labor), is a Public Works Contractor Registration still required for the prime contractor, or only for subcontractors performing construction-related field work?</p>	<p>The Public Works Contractor Registration Act (<a href="#">NJSA 34:11-56.48 et seq.</a>) requires all contractors, subcontractors, or lower tier subcontractors (including subcontractors listed in bid proposal) who bid on or engage in the performance of any public work in New Jersey to register with the NJ Department of Labor and Workforce Development.</p>
32.	<p>The Ownership Disclosure Form was not included. Is it acceptable to use the form available at NJ.gov?</p>	<p>Please download the Ownership Disclosure Form at our website at: <a href="#">Bidding Opportunities - NJEDA</a></p>
33.	<p>Reference Exhibit D - RERFQ Staffing Matrix is confusing as it appears to be geared towards construction projects. Please provide clarification.</p>	<p>Please see Exhibit D – Staffing Matrix REVISED 11.24.25, which was posted to replace the originally posted Exhibit D – Staffing Matrix.</p>
34.	<p>Bidders Checklist No. 4: 206-Exhibit-D-Staffing-Matrix-1</p> <p>Please confirm this is the correct document to provide staffing for the environmental contract or provide a corrected Exhibit D. It appears to align with project experience for a design contract.</p>	<p>Please see Exhibit D – Staffing Matrix REVISED 11.24.25, which was posted to replace the originally posted Exhibit D – Staffing Matrix.</p>
35.	<p>We are seeking clarification regarding the requirements outlined in Exhibit D (Staffing Matrix) of the RFQ. Specifically, the matrix appears to require detailed project information typically associated with architecture or construction contracts, such as:</p> <ul style="list-style-type: none"> <li>• <b>Gross square footage</b></li> </ul>	<p>Please see Exhibit D – Staffing Matrix REVISED 11.24.25, which was posted to replace the originally posted Exhibit D – Staffing Matrix.</p>

	<ul style="list-style-type: none"> <li>• <b>Construction costs (core &amp; shell, tenant improvements)</b></li> <li>• <b>Extent of new construction or renovation</b></li> <li>• <b>Project ownership (public, private, combination)</b></li> <li>• <b>LEED certification status</b></li> </ul> <p>As an LSRP services provider, VENDOR NAME REDACTED was not intimately involved in redevelopment projects with the architect or construction firm and does not possess this level of project detail. Our role is focused on environmental oversight and remediation, rather than design or construction management. Additionally, the <u>instructions for Exhibit D do not clearly allow for a simple listing of all LSRPs and Project Managers, along with resumes and references, which is standard for professional services qualifications.</u></p> <p>Could you please clarify:</p> <ol style="list-style-type: none"> <li>1. Is it acceptable for LSRP firms to present a staffing matrix that lists all LSRPs and Project Managers, with resumes and references, rather than detailed architectural or construction project data?</li> <li>2. For project details, can LSRP firms omit fields such as gross square footage, construction costs, and LEED certification if this information is not applicable to our scope of work?</li> <li>3. Is there an alternative format or guidance for environmental consulting firms to accurately represent their qualifications in Exhibit D?</li> </ol>	
36.	<p>Is the staffing matrix designed to be used one form per team member with a maximum of two forms/two team members being showcased? Or can we use it to showcase all PMs and LSRPs on our proposed team (one Principal, one PM, three LSRPs) combined on one form with a maximum of two pages?</p>	<p>There are Firm Matrix and Staff Matrix forms.</p> <p>For the Firm Matrix, please see the updated version, Exhibit E – Firm Matrix REVISED 12.16.25, which was posted to replace the originally posted Exhibit E – Firm Matrix.</p> <p>For the Staffing Matrix, please see the new version, Exhibit D – Staffing Matrix</p>

		REVISED 11.24.25, which was posted to replace the originally posted Exhibit D – Staffing Matrix.
37.	Reference Exhibit E - RERFQ Firm Matrix. Does the NJEDA require completed projects or can they be in different phases of completion?	Reporting of ongoing projects is expected on the forms, and can be at different remedial phases.
38.	<b>RERFQ</b> - Reference page 22, Section 3.5 PREPARING AND FILING THE SET-ASIDE CONTRACT REPORT reads..."The Consultants shall be required to report on the Authority the Set-Aside Contract Report form - Exhibit C. For their firm." Should that read "...to the Authority on the Set-Aside Contract Report form-Exhibit C. for their firm."?	Yes. RERFQ Section 3.5 is meant to state that "The Consultants shall be required to report to the Authority the Set-Aside Contract Report form – Exhibit C, for their firm."
39.	<b>RERFQ</b> - Reference page 27, Section 4.2.1 SUBMITTAL REQUIREMENTS, PART 2. Professional Firm Experience, a., reads "Using the Firm Matrix (Exhibit E), the Bidders <b>must</b> provide a listing of up to ten (10) representative projects..." However, Exhibit E only provides eight rows. Please provide clarification.	Please see the revision in the newly posted revised RERFQ titled, "2024-RERFQ-206 - Environmental Consulting Services on an As-Needed Basis (12.16.25) REVISED.
40.	<b>Bidders Checklist No. 5:</b> 206-Exhibit-E-Firm-Matrix-1  The form includes boxes for 8 projects. Please confirm we are allowed to add 2 additional projects per the requirement for 10 projects.	Please see the revision in the newly posted revised RERFQ titled, "2024-RERFQ-206 - Environmental Consulting Services on an As-Needed Basis (12.16.25) REVISED.

41.	<b>RERFQ</b> - Reference page 27, Section 4.2.2.1 DELIVERY TIME AND COST. Please provide clarification to the request for Freight on Board (F.O.B.) Destination.	It is not applicable to this RERFQ. Please see updated RERFQ REVISED 12.16.25
42.	<b>RERFQ</b> - Reference page 33, Section 4.2.5.14 SUBCONTRACTOR UTILIZATION FORM. This form was not provided. Is it acceptable to use the form available at njeda.gov?	Yes. Please use the form posted on our website at: <a href="#">Bidding Opportunities - NJEDA</a>
43.	<b>Exhibit G - Professional Services Qualifications Statement (PSQS):</b>  Reference pages 14 and 17. To clarify, completion of these pages is not necessary for this RERFQ submission. Please advise.	These pages are not required to be completed for this RERFQ.
44.	Due to the Thanksgiving holiday, can an extension be granted to the Qualification Due Date of December 4, 2025 @ 1pm	The Qualification Due Date has been extended to <b>Thursday, January 15, 2026 before 1:00 p.m.</b> Please see Addendum #2 that has been posted on our website at: <a href="#">Bidding Opportunities - NJEDA</a> .
45.	<u>Page 12, 1.4.8 Subcontractors/Subconsultants</u> Is a markup % permitted on subcontractor costs?	Markup percentages will be addressed in a TOR when applicable.
46.	<u>Page 14, Section 2.1 All-Inclusive Hourly Rate</u> Does the All-Inclusive Hourly Rate also include the costs for site-specific equipment rentals and direct costs such as pumps, water quality meters, photoionization detectors, and expendables such as poly tubing and nitrile gloves?  If not, is a markup permitted?	The All-Inclusive Hourly Rate must account for all costs on behalf of the Consultant.

47.	<p><u>Page 14, Section 2.1 All-Inclusive Hourly Rate</u></p> <p>Does the per diem include hotel/overnight accommodations in situations when field staff are traveling greater than 100 miles and working consecutive days on-site?</p>	<p>The All-Inclusive Hourly Rate must account for all costs on behalf of the Consultant. Please see definition in RERFQ Section 2.1.</p>
48.	<p><u>Page 19, Section J.</u></p> <p>Request that the EDA consider the Site Assessment Report be prepared and delivered to the EDA 60 days from the date of Site Assessment Notice due to procurement of EDRs, and schedule of file reviews, if applicable, rather than 30 days as stated in the RFP.</p>	<p>Site assessments requiring sampling are typically a minimum of 60 days in the TOR, with a caveat that the EDA may extend the schedule for unforeseen conditions or delays. Deliverable schedules will always be specified in the TOR.</p>
49.	<p><u>Page 43, Section 6.13 Additional Work related to the Original Scope of Work – “Whenever possible, the price schedule should be a firm, fixed price to perform the required work.”</u></p> <p>Please provide clarification as to when Firm-Fixed Price would not be required?</p>	<p>A TOR may request a “not to exceed” cost estimate for the Tasks included in the TOR and specify that invoicing be based on time and materials. This may be dependent upon the level of uncertainty and site-specific conditions. For example, a Preliminary Assessment (PA)/Environmental Site Assessment (ESA) will typically be a fixed price.</p>
50.	<p><u>Page 43, Section 6.13 Additional Work related to the Original Scope of Work – “Whenever possible, the price schedule should be a firm, fixed price to perform the required work.”</u></p> <p>If Firm-Fixed Price is not used, will Time &amp; Materials be the alternative billing method?</p>	<p>Time and materials billing option will be the most common alternative to firm, fixed price.</p>

51.	<p>Pg. 5, Section 1.1 PURPOSE AND INTENT, item 3, 2nd paragraph, 2nd sentence: “Interested Bidders that have an approved qualification statement from a State Agency other than the Authority shall provide a copy of the previously submitted prequalification documents and approval of same.” and similarly stated on Pg. 26, Section 4.2.1 SUBMITTAL REQUIREMENTS, 1.a</p> <p>Would BIDDER NAME REDACTED Professional Services Prequalification Application Form 48A submitted to the NJ Division of Property Management and Construction (DPMC) on August 1, 2025 with our resulting DPMC Notice of Prequalification effective through 8/31/2027 be considered “an approved qualification statement from a State Agency other than the Authority”? If so, is it accurate to say that BIDDER NAME REDACTED can submit its complete DPMC Form 48A and DPMC Notice of Prequalification in lieu of completing the NJEDA Professional Services Qualification Statement (PSQS)?</p>	<p>Please see RERFQ Section 4.2.1, Submittal Requirements.</p> <p>a. PSQS - Firms must submit a PSQS, which can be a new submittal, an existing PSQS that NJEDA has on file within the last two (2) years, or a PSQS that was previously approved by a State Agency other than the Authority (<b>a copy of the previously submitted prequalification documents and approval of same is required</b>).</p>
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52.	<p>Please see the requested revisions on Exhibit A as noted in blue on the following pages:</p> <p>Page 2, Section 4 Ownership and Use of Documents:</p> <p>4. <u>Ownership and Use of Documents.</u> 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 and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared <sup>(upon payment of Vendor's invoices)</sup> 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. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Vendor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed.</p> <p>Page 3, Section 6 Indemnification:</p> <p>6. <u>Indemnification.</u> <sup>Strike</sup> The Vendor shall defend, indemnify, protect and hold harmless the State of New Jersey, its instrumentalities, and the Authority, and its officers, agents, servants and employees from and against <sup>to the extent</sup> <del>any and all</del> suits, claims, demands, losses or damages <del>of any kind</del> arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.</p> <p>Page 5, continued from Section 9 Confidential Information of the Authority:</p> <p>Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Vendor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor, its employees and subcontractors <sup>(iii) is independently developed by Vendor</sup> or <sup>(iv)</sup> is required to be disclosed by law or by regulatory or judicial process. The Vendor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed appropriate by the Authority, in its sole discretion.</p>	Respectfully, the Authority will not make this revision.
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53.	<p><b>VENDOR NAME REDACTED</b> requests that the Indemnification (Paragraph 6, first subparagraph) in the Contract for Professional Services be replaced with the suggested changes below:</p> <p>6. <b>Indemnification.</b> The Vendor shall <del>defend</del>, indemnify, protect and hold harmless the State of New Jersey, its instrumentalities, and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages <del>of any kind</del> <i>to the extent</i> arising out of or claimed to arise out of any <i>negligent</i> act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. <del>The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith.</del> <i>The Vendor shall pay reasonable attorneys costs and other expenses arising from such suit or claim in connection therewith.</i> If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.</p> <p><b>The purpose of this revision is to clarify that the indemnification obligation should arise only after a determination of liability has been made and only to the extent that any claim, loss, or damage was caused by the indemnifying party's own negligence or wrongful acts. This language ensures that the indemnifying party is not required to assume responsibility for matters beyond its control or for losses attributable to the acts or omissions of others.</b></p>	Respectfully, the Authority will not make this revision.
54.	206-Exhibit-E-Firm-Matrix-1 – The Primary Contact Name and email fields seem to be locked to editing. Can EDA provide an updated version of this worksheet in the RFP Amendment so the fields can be completed.	This issue has been addressed. Please see the new version, 206 – Exhibit E – Firm Matrix REVISED 12.16.25, which was posted to replace the originally posted 206 – Exhibit E – Firm Matrix.



55.	<p>Exhibit E – Firm Matrix: There are cells in this file that will not allow information (i.e., Primary Contact Name and Email). Additionally, formatting in some of the cells is not aligned with the information required (i.e., year is in \$ format). Will you provide an updated form – or provide guidance on how to address these concerns.</p>	<p>This issue has been addressed. Please see the new version, 206 – Exhibit E – Firm Matrix REVISED 12.16.25, which was posted to replace the originally posted 206 – Exhibit E – Firm Matrix.</p>
56.	<p>Scope Clarification – 30-Day Deliverable Requirements</p> <p>Section 3.1(A) requires delivery of a Site Assessment Report within 30 days of the Site Assessment Notice. Please clarify whether this timeframe applies only to desktop-level PA/Phase I ESA tasks, or also to field investigations (SI/RI) requiring sampling, laboratory analysis, and/or limited remedial actions.</p>	<p>Deliverable schedules, particularly with respect to large or complex sites, will be specified in TORs, as the schedules are often impacted by site-specific factors.</p>
57.	<p>Task Order Process – Definition of Scope</p> <p>For each Task Order Request (TOR), will NJEDA provide a defined scope and budget ceiling, or are consultants expected to propose the full technical scope, cost estimate, and schedule based on preliminary or limited site information?</p>	<p>The NJEDA will provide the technical scope and specify any limitations in each TOR. NJEDA does not provide anticipated cost information in a TOR. There will be discussion opportunity between the issuance of a TOR and submittal of the responding proposal.</p>
58.	<p>Contract Structure / Compensation</p> <p>Please clarify whether Task Orders will be issued as time-and-materials, lump-sum, or not-to-exceed (NTE) assignments.</p>	<p>A Task Order may utilize any of those payment methods, depending upon site-specific project factors.</p>
59.	<p>Evaluation Criteria – Use of Comparable Experience</p> <p>How will NJEDA evaluate relevant experience from other New Jersey state agencies or authorities (e.g., NJDEP, NJDOT, municipal brownfield programs) when a firm may not have direct NJEDA project history?</p>	<p>The project experience is evaluated by technical merit. Previous work with the NJEDA is not a primary evaluation consideration. Work for other State agencies is considered favorable.</p>

60.	<b>Page 5 (1)</b> - Does the EDA consider the performance of a PA or ESA remediation?	The NJDEP Site Remediation Program (SRP) refers to the PA as a Remedial Phase in their terminology.
61.	<b>Page 5 (1) Page 20 (L)</b> - While the solicitation specifically excludes Lead-Based Paint (LBP) and Asbestos Containing Material (ACM), are the other Business Environmental Risks (BER) in the ASTM practice, similarly excluded. The ASTM practice does discuss how ACM that has deteriorated and is no longer attached can represent a Recognized Environmental Condition in the environment.	If out of scope items are to be included in a PA or ESA they will be specified in the TOR.
62.	<b>Page 5 (2)</b> - While VENDOR NAME REDACTED understands from the RFQ, Site Investigation (SI) and the phases beyond it require LSRP retention. Is one of our multiple in-house LSRPs to be directly involved in the initial PA/ESA phase of the work?	The NJEDA expects that all Preliminary Assessment (PA) work will be directed and reviewed by the Consultant's LSRP who would be subsequently retained for the Site and submit the PA Report.
63.	<b>Page 19 (6, 7, 8)</b> - Does the NJEDA have custom formats for cost estimates we will have to use?	No
64.	<b>Page 21 (k)</b> - What is the scenario when the EDA can secure a letter of No Further Action from the NJDEP when the NJEDA is retaining an LSRP for the work?	The No Further Action letter (NFA) is only applicable to an unregulated Underground Storage Tank (UST) case or individual unregulated UST Area of Concern (AOC). If under LSRP oversight, a Response Action Outcome (RAO) would be the final remediation document.

65.	<p><b>Page 26 (c)</b> - Does the NJEDA require that the LSRPs needed are employees of the offeror, or will the NJEDA allow firms without LSRP employees, to render services using LSRP subconsultants?</p>	No.
66.	<p><b>Page 33 (4.2.5.14)</b> Subconsultants. Typically we utilize the following types of vendors</p> <ul style="list-style-type: none"> <li>- Database vendor (Radius reports, etc.)</li> <li>- Subsurface Geophysical Surveys (GPR and SUE scanning, etc.)</li> <li>- Analytical Testing Laboratories (TCL, TAL, etc.)</li> <li>- Drilling vendor (geoprobe or equivalent, or augering, etc.)</li> <li>- Exploratory Excavation (test pits, test trenches, etc.)</li> <li>- Surveying – in-house</li> </ul> <p>Does the EDA want all fully-disclosed?</p>	Bidders should disclose their primary service providers for each service field in their submittal.
67.	<p><b>Page 18-19; Section 3.1: Assessment Phase- Item F</b></p> <p>to the correct property, identified by its tax map block and lot number. The Consultant is responsible for determining the property boundaries of the site. The Consultant will not be required to conduct a formal survey to mark out the metes and bounds of each site, although it may do so if it deems necessary. Unless such a survey is specifically authorized in advance by the NJEDA, the cost thereof will be deemed to be included in the lump sum fee for the site assessment report.</p> <p><b>Comment/Question:</b> The only reliable method for determining property boundaries is through a Boundary Survey conducted by a New Jersey Licensed Surveyor. This level of detail is not typically included during the initial Assessment Phase. Therefore, it is recommended that NJEDA revise its requirements to clarify that a certifiable boundary survey is excluded from assessment costs unless it is explicitly requested prior to cost submission.</p>	<p>Respectfully, the Authority will not make this revision.</p> <p>The Phase 1 always identifies property boundaries using the available information.</p>
68.	<p><b>Page 19; Section 3.1 Assessment Phase- Item G</b></p> <p>G. The Consultant is responsible for obtaining all maps and background information as may be necessary to perform the site investigations.</p> <p><b>Comment/Questions:</b> The language should be revised to state that the Consultant shall make a reasonable effort to obtain maps and background information by submitting standard OPRA requests to relevant agencies, and by utilizing</p>	Respectfully, the Authority will not make this revision.

	commercially available data packages and publicly accessible websites.	
69.	<p><b>Page 19; Section 3.1 Assessment Phase- Item I</b></p> <p>I. The Consultant shall use its best efforts to schedule and complete each inspection within fourteen (14) calendar days of issuance of the Site Assessment Notice to Proceed by the NJEDA.</p> <p><b>Comment/Questions:</b> Please add after "Notice to proceed" "and properly executed access agreements by all parties" by the NJEDA.</p>	<p>Respectfully, the Authority will not make this revision.</p> <p>Deliverable schedules will be specified in TORs, as the schedules are often impacted by site-specific factors. Property access is obtained, if needed, prior to issuing any TOR for a site.</p>
70.	<p><b>Proposed Exceptions to Contract for Professional Services – Page 3 Section 6</b></p> <p><b>Proposed Modification</b></p> <p>Indemnification. The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to <u>the extent caused by and arise as a result</u> out of any <u>willful misconduct or negligent</u> act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all reasonable charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 7, the Vendor shall, at its own expense, satisfy and discharge the same.</p> <p>The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct,</p>	<p>Respectfully, the Authority will not make this revision.</p>

modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency. When applicable, NJEDA shall include the requirement to indemnify a third party upon issuance of the TOR to the Vendor. The Vendor will be required to acknowledge this additional indemnification in their Task Order Response. The indemnification obligations herein shall survive the completion or termination of the TOR. The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

**In no event shall Vendor be liable to the Authority or to any third party for (a) any consequential damages, including loss of profits, lost business opportunity, loss or inability to use property or equipment, business interruption, and (b) exemplary and punitive damages arising in connection with this Agreement. Vendor's aggregate liability to the Authority for any indemnity commitments and for any recoverable damages arising in any way out of Vendor's performance of this Agreement is limited to the amounts actually recovered by the Authority under Vendor's contractually required insurance coverage(s) and amounts, plus no more than one-and-a-half times the total fees paid to Vendor under the applicable purchase order, work order or statement of work within the preceding twelve (12) months.**

	<p><u>Reason</u></p> <p>Vendor believes that its liability should be predicated on its negligence and wrongful conduct and capped at a reasonable and mutually agreeable limit excluding consequential damages.</p>	
71.	<p><b>PAGE 20: 3.1 ASSESSMENT PHASE – (K);</b> will affected property owners (or any other parties) be allowed to rely on consultant reports (Third Party Reliance)?</p>	<p>The NJEDA would not provide third party reliance for an investigated site that is not owned by the NJEDA. For reports that will not be in the public domain, a reliance request would have to be sent to the NJEDA.</p>
72.	<p><b>PAGE 26: 4.2.1 SUBMITTAL REQUIREMENTS;</b> Can the references come from individuals working at the bidder's firm?</p>	<p>Please see RERFQ Section 4.2.1, Part 1c.</p>
73.	<p><b>PAGE 27: 4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH QUALIFICATION)'</b> Is escalation a one-time adjustment applied over years 4 &amp; 5 or will it be applied to Year 4 and Year 5 (does it compound)?</p>	<p>It will compound. The escalator price from Year 4 would again have the same percentage added to it for an increase in Year 5 over what it was in Year 4.</p>
74.	<p><b>PAGE 28: 4.2.4.3 PROFESSIONAL SERVICES QUALIFICATION STATEMENT (PSQS);</b></p> <ul style="list-style-type: none"> <li>a. Can the form be filled out to reflect a specific NJ office as our "headquarters" if our corporate headquarters is in San Diego, CA?</li> <li>b. Is the true intent of this paragraph to force bidders to treat individuals working across various local offices other than the office listed as "headquarters" to be subconsultants? If so, what are the implications for the PSQS and any other portion of the submittal?</li> <li>c. Can definitions be provided for "headquarters", "office" and "branch"?</li> </ul>	<p>Please identify the office that will be the lead contact and the primary provider for the LSRP and environmental services.</p>

75.	<b>EXHIBIT G Professional-Services-Qualification-Statement-PSQS-1</b> <ul style="list-style-type: none"> <li>a. Can the term “principal” be defined?</li> <li>b. #14b <b>“TO BE COMPLETED ONLY IF RESPONDING TO A SPECIFIC ADVERTISEMENT”</b> Is this RERFQ considered a “Specific Advertisement”/Do bidders need to fill out #14b?</li> <li>c. #20 on the PSQS requires notarized signatures from principals in box 10. Should #20 be submitted for all principal key personnel? Or only for Principal Owners?</li> </ul>	<ul style="list-style-type: none"> <li>a. No.</li> <li>b. No.</li> <li>c. Principal Owners</li> </ul>
76.	What is the anticipated total contract value?	The anticipated contract value is undefined at this time.
77.	What is the anticipated number and value per-task for this RFP?	The Authority cannot make that determination at this time.
78.	What forms are required by Subs?	<p>See RERFQ Section 1.4.8</p> <p>Bidders should note that the Awarded Vendor (Consultant) 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 4.2.5.3 Business Registration Certificate” of this RERFQ. Additionally, the Awarded Vendor (Consultant) assumes sole</p>

		and absolute responsibility for all payments and monies due to its Subcontractors.
79.	Exhibit G – PSQS: Is there an editable version of this document (i.e., Word form)? If not, will you allow VENDOR NAME REDACTED to export the .pdf into a Word format to populate the required information?	No. The PSQS cannot be converted and submitted as a Word file. Please download the most recent version on our website: <a href="#">Bidding Opportunities - NJEDA</a>
80.	When trying to register my information in the RFP/RFQ portal, I am receiving a message from the system that says, “email already used,” and then when I click on “forgot password,” I am not receiving an email.	The Authority advises you to please attempt to re-register your information for the portal.
81.	Can we provide a bid if we are not registered in NJ. What is the process and how long does it take?	Yes, you can submit a Proposal and Qualification. Please see RERFQ Section 4.2.5.3, <i>Business Registration Certification</i> to access web link to register.
82.	<p>Staffing Matrix form</p> <ol style="list-style-type: none"> <li>1. We are only to provide Staffing Matrix forms for Project Managers and LSRPs, correct? Not Low-Level and Admin staff?</li> <li>2. Do we use a separate copy of the Staffing Matrix form for each person?</li> <li>3. What is the minimum/maximum number of projects you would like to see on each person’s Staffing Matrix form?</li> </ol>	<ol style="list-style-type: none"> <li>1. Please see row 4 on Staffing Matrix spreadsheet.</li> <li>2. Please again see row 4 on Staffing Matrix spreadsheet.</li> <li>3. It is up to your firm to provide whatever number of projects you prefer.</li> </ol>



83.	<p>VENDOR NAME REDACTED will be submitting our package electronically tomorrow. Our CFO, VENDOR NAME REDACTED, would like to provide our cost information separately.</p> <p>Could you please provide the name and location (download link or designated folder) to which VENDOR NAME REDACTED should address and upload the cost documentation?</p>	<p>All items included with your Firm's submission must be provided pursuant to RERFQ Sections 1.3.5 and 1.3.5.1.</p>
84.	<p>We understand that the RFP response deadline has been moved to January. To clarify the request below, in the event that our Financial Statements are required to be submitted with our proposal, I request permission to email them directly to EDA rather than upload them to the site. If they must be uploaded to the site, I request permission to password protect them and email you the password separately. Please let me know if we could use either of those options.</p>	<p>All items included with your Firm's submission must be provided pursuant to RERFQ Sections 1.3.5 and 1.3.5.1.</p>

## Part 2: Additions, Deletions, Clarifications & Modifications

No.	Description	Clarification/Modification
1.	RERFQ Section 3.5	<p>Please see 2024-RERFQ-206 REVISED 12.16.25, which replaces the previously posted 2024-RERFQ-206 REVISED 11.25.25.</p> <p>RERFQ Section 3.5 now reads, "The Consultants shall be required to report to the Authority..."</p>
2.	RERFQ Section 4.2.1, Part 2a	<p>Please see 2024-RERFQ-206 REVISED 12.16.25, which replaces the previously posted 2024-RERFQ-206 REVISED 11.25.25.</p> <p>RERFQ Section 4.2.1, Part 2a now specifies the number of representative projects that firms must provide in the Firm</p>

		Matrix has been changed to eight (8) instead of ten (10).
3.	Exhibit E – Firm Matrix	206 – Exhibit E – Firm Matrix REVISED 12.16.25 has been posted to address previously inaccessible Primary Contact Name and Primary Contact Email fields. This version replaces the previously posted 206 – Exhibit E – Firm Matrix.
4.	Updated Checklist	206 - Bidder's Checklist (12.16.25) REVISED has been posted and replaces the previously posted 206 - Bidder's Checklist.
5.	RERFQ Section 4.2.2.1 and 4.2.2.2	<p>Please see 2024-RERFQ-206 REVISED 12.16.25, which replaces the previously posted 2024-RERFQ-206 REVISED 11.25.25.</p> <p>RERFQ Section 4.2.2.1 and 4.2.2.2 now marked as “Not Applicable.”</p>