

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**OFFSHORE WIND RESEARCH & DEVELOPMENT FACILITY**

**FEASIBILITY STUDY**

**2021-RFP-IPM-137 (REBID)**

DATE: April 26, 2022

**ADDENDUM #1**

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

This Addendum is divided into the following parts:

**PART 1: Answers to bidder questions; and/or**

**PART 2: Additions, deletions, clarifications, and modifications to the RFP.**

**PART 1: Answers to bidder questions;**

No.	PART 1: Questions	PART 1: Answers
1.	<p>The subject RFP 2021-RFP-IPM-137 references two different timeframes to the time period to complete project deliverables, one indicating 12 months and the second indicating 20 weeks - see below. Please clarify the desired timeframe.</p> <p>Page 4, section 1.1 Purpose and Intent The intent of this RFP is to award one (1), twelve (12) month contract, with one (1), twelve (12) month extension option, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer whose Proposal, conforming to this RFP.</p> <p>Page 20, section 3.2 Project Timeline The Authority expects Tasks 1 and 2 deliverables to be provided to the Authority no later than twenty (20) weeks of contract commencement, including two (2) weeks between the Task 1 deliverable submittal and the commencement of Task 2. However, proposers may suggest an</p>	<p>Please be advised that the term of this contract as set forth in Section 1.1 "Purpose and Intent" is that</p> <p><i>"The intent of this RFP is to award one (1), twelve (12) month contract, with one (1), twelve (12) month extension option, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer whose Proposal, conforming to this RFP is most advantageous to the Authority, price and other factors considered."</i></p> <p>This is further confirmed in Section 5.2 "Contract Term and Extension Option" that sets forth:</p> <p>"The term of the contract shall be for twelve (12) months with the possibility of one (1) twelve (12) month extension option, 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</p>

	<p>alternative timeline for deliverables that will be evaluated by the Evaluation Committee. Proposals must include a timeline by task.</p>	<p>the extension options if indicated by the Proposer in their Fee Schedule submitted for this solicitation.”</p> <p>Section 3.2 addresses the project timeline that</p> <p><i>“The Authority expects Tasks 1 and 2 deliverables to be provided to the Authority no later than twenty (20) weeks of contract commencement, including two (2) weeks between the Task 1 deliverable submittal and the commencement of Task 2. However, proposers may suggest an alternative timeline for deliverables that will be evaluated by the Evaluation Committee. Proposals must include a timeline by task.</i></p> <p><i>Proposers should assume the following meetings with the Authority:</i></p> <ul style="list-style-type: none"> <li>• <i>Project kick-off meeting</i></li> <li>• <i>Weekly progress meetings for the duration of the project with project team.</i></li> <li>• <i>Meetings to present and review deliverables with project leadership team and EDA executive leadership/Governor’s Office</i></li> </ul> <p><i>Proposers should detail their project timeline, noting the sequencing among tasks and subtasks, timing for meetings, and deliverable milestones. Proposers do not need to include the optional Task 3 in their timeline.”</i></p> <p>The term of the contract and its potential extension options is distinct from the project timeline for Task 1 and Task 2.</p>
2.	<p>This rebid significantly extends the period of performance, without making major changes to the scope of work. Could the Government please clarify the reason for the extension of the period of performance? Are there internal or external milestones, timeline constraints, etc. that offerors should consider when designing their proposed solution?</p>	<p>Please see response to Question 1.</p>

3.	<p>Could the Government please provide additional context about why the previous bid was canceled and replaced with this rebid?</p>	<p>The Authority made the decision to cancel the prior RFP and was cancelled pursuant to Section 1.4.10 Proposal Acceptances and Rejections, which provides: "The Authority retains the discretion to modify, expand or delete any portion of this RFP <i>or terminate this RFP process at any time.</i>"</p> <p>The cancellation notice also provided that the NJEDA would shortly re-bid the procurement and will address certain necessary and material revisions to the scope of work contained in the RFP.</p>
4.	<p><u>RFP Section VII (Financial Capability of the Proposer), page 25</u></p> <p>The RFP requires that offerors provide financial statements or a reviewed or compiled statement from an independent accountant setting forth the <u>same</u> information required for the certified financial statements. Many privately held corporations do not publish annual reports as they do not meet the Securities and Exchange (SEC) Act of 1934 requirement to publicly file such financial statements with the SEC and various states and tangentially are not required to disclose statements to the same effect. In lieu of these statements, would the Authority allow private companies to exclusively submit a certification from the Chief Executive Officer and/or the Chief Financial Officer confirming the privately held organization's total gross revenues, shareholders' equity, comprehensive income, and working capital; and affirming that our organization has sufficient financial assets to perform this contract?</p>	<p>Please be directed by the requirements set forth in the RFP, Section VII. Specifically as follows:</p> <p>"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.</p> <p>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;</p> <p>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;</p>

		<p>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</p> <p>D. The Authority reserves the right to make the determination to accept the assertion."</p>
5.	<p><u>RFP Section 4.2.3.3. (Price Adjustment), page 26</u></p> <p>Can NJEDA please allow Vendors to propose price adjustments to their rates, to occur no more than once annually (Reference: RFP page 32, Section 5.2)? Allowing Vendors to propose escalation to their rates over the contract period of performance (if it extends beyond 12 months) offers the best value to NJEDA and avoids artificially bloated rates to prematurely address inflation in the outyears.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications. Term is for twelve (12) months with one (1) twelve (12) month extension option.</p>
6.	<p><u>RFP Section 4.2.4.6.1 (Breach of Contract), page 28-29</u></p> <p>RFP 4.2.4.6 states that "Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts, prior to an award of Contract primarily for services, shall be performed within the United States."</p> <p>In order to best position New Jersey as an innovator in the U.S. offshore wind market and thoroughly review active and leading offshore wind innovation, research and development centers in the United States, Europe, and Asia, Vendors believe leveraging experts in those territories will best serve the Authority on this opportunity. <b>Will NJEDA allow for experts based outside the U.S. to participate in this effort, so long as the majority of overall work on the contract takes place in the U.S.?</b></p>	<p>Please be guided by <u>N.J.S.A. 52:34-13.2</u> and the statutory authority and the NJEDA will need to comply with said requirements.</p> <p>Firms are welcome to utilize international expertise as part of their qualifications. However, all project work must be completed in the United States, including any hours billed by international experts. In general, utilizing international expertise is permissible if delivered through U.S. based team members.</p>

7.	<p>RFP 4.2.4.15; Proposal Checklist 4.2.4.15 states that Subcontractor Utilization Plan is required with the proposal. The proposal checklist states that it is not required with the proposal, but rather prior to award. <b>Please clarify – is the Plan required with the proposal submission?</b></p>	<p>The Subcontractor Utilization Plan is not required at the time of submission, but as set forth in the RFP, must be provided prior to award. The RFP provides that this item is required before contract award as denoted by the two asterisks ** in Section 4.2.</p>
8.	<p><u>RFP Section 5.8 (Ownership of Material), page 34</u></p> <p>Can the Authority please revise the last sentence of RFP Section 5.8 on page 34 and add the language as follows: “Upon contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, <b>non-transferable, non-sublicensable, worldwide, perpetual</b> royalty free license to use any of the Proposer’s/Contractor’s Background IP delivered to the Authority <b>solely</b> for the purposes contemplated by the contract. <b>The Authority agrees that, without the Contractor’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer the Proposer’s/Contractor’s Background IP, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with the Proposer’s/Contractor’s Background IP. Notwithstanding anything to the contrary contained in this Contract, no part of the Proposer’s/Contractor’s Background IP will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the Contractor unless specifically directed to do so in writing by the Contractor. The contractor’s license to the Authority is limited by the term of the Contract and the confidentiality obligations set forth in the Contract.”</b></p> <p>Vendors are seeking to clarify licenses to their intellectual property which are</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>consistent with those offered to other public sector clients to ensure that the Vendor maintains ownership of its proprietary tools, which derive independent economic value for its organization and which the commercial viability of such intellectual property is dependent on not being generally known to the public or third parties.</p>	
9.	<p><u>RFP Section 5.9.2 (Data Security Standards), Data Storage, page 36</u></p> <p>Can the Authority allow Contractor's to store or transfer State of New Jersey data outside of the United States as long as the transmission and storage protections meet the other requirements in the RFP? The RFP requires the awarded Vendor to "review active and leading offshore wind innovation, research and development centers in the United States, Europe, and Asia." To do so, Vendors believe leveraging experts in those territories will best serve the Authority on this opportunity and may require transmission/storage of data outside of the U.S.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications.</p>
10.	<p><u>RFP Section 5.9.2 (Data Security Standards), End of Contract Handling, page 37</u></p> <p>Can the Authority add the following language to the "End of Contract Handling" RFP section on page 37? "Contractor may retain such State Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the State. Any State Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure." Contractors believe that it is often not practical for a recipient to certify that all data has been returned/destroyed</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>due to the widespread use of automated network back-up programs and e-mail archive systems. Additionally, per the records retention article, the Contractor must retain records for future audit and other legal purposes. For this reason, the Contractor respectfully requests the added language to allow for the Contractor to retain copies of information, subject to the confidentiality obligations hereunder.</p>	
11.	<p><u>RFP Section 5.10 (News Releases), page 37</u></p> <p>Can the Authority please update Section 5.10 on RFP page 37 to the following?  “Each Party <del>The Contractor</del> 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 <del>other Party Authority</del>.” To promote true neutrality on issues, provide an environment for uncensored guidance, ensure compliance with other client contract confidentiality requirements, and better empower the Authority, the Contractor requests that the Authority also agree not to issue news releases pertaining to any aspect of the services being provided under this contract.</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.
12.	<p><u>RFP Section 5.11 (Advertising), page 37</u></p> <p>Can the Authority revise Section 5.11 of the RFP to the following? “A Party <del>The Contractor</del> shall not use the <del>other Party’s Authority’s</del> 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 <del>other Party Authority</del>.” To promote true neutrality on issues, provide an environment for uncensored guidance, ensure compliance with other client</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.

	contract confidentiality requirements, and better empower the Authority, the Contractor requests that the Authority also agree not to use the Contractor's name or refer to the Contractor's work outside its organization without the Contractor's prior written permission.	
13.	<p><u>RFP, Section 6.7.1A</u></p> <p>The RFP states: "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."</p> <p>Given that three past performance references are required at the company level will the Government consider waiving this requirement at the resume level?</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.
14.	<p>Exhibit A, page 1</p> <p>Can the Authority remove the following requirement on page 1 of Exhibit A?  <del>"Pricing shall remain firm throughout the term of the contract and any extensions thereto."</del> Allowing Vendors to propose escalation to their rates over the contract period of performance (given it may potentially extend beyond 12 months) offers the best value to NJEDA and avoids artificially bloated rates to prematurely address inflation in the outyears.</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.
15.	<p><u>Exhibit A, Ownership and Use of Documents, page 2</u></p> <p>Can the Authority update the last sentence of the section entitled "Ownership and Use of Documents" on</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.



	<p>page 2 of Exhibit A to the following? “This contract, grants to the Authority, a non-exclusive, <del>non-transferable, non-sublicensable, worldwide, perpetual</del> royalty-free license to use any of the Vendor’s Background IP delivered to the Authority <del>solely</del> for the purposes contemplated by the contract and any extensions thereto. <del>The Authority agrees that, without the Vendor’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer the Vendor’s Background IP, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with the Vendor’s Background IP. Notwithstanding anything to the contrary contained in this Contract, no part of the Vendor’s Background IP will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the Vendor unless specifically directed to do so in writing by the Vendor. The Vendor’s license to the Authority is limited by the term of the Contract and the confidentiality obligations set forth in the Contract.”</del></p> <p>Vendors are seeking to clarify licenses to their intellectual property which are consistent with those offered to other public sector clients to ensure that the Vendor maintains ownership of its proprietary tools, which derive independent economic value for its organization and which the commercial viability of such intellectual property is dependent on not being generally known to the public or third parties.</p>	
16.	<p><u>Exhibit A, Indemnification, page 3</u></p> <p>Can the Authority update the Indemnification section on Exhibit A page 3 to the following? “The Vendor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees (the “Indemnitees”) from</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>and against any and all <b>third-party</b> suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any <b>negligent</b> act, error, or <b>willful</b> 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 <b>and if legally required</b>, satisfy and discharge the same.</p> <p>The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or <b>willful</b> omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.”</p>	
17.	<p><u>Exhibit A, Section 14(J), page 13</u></p> <p>Can the Authority remove the requirement in Section 14(J) of Exhibit A on page 13? The RFP requires the awarded Vendor to “review active and leading offshore wind innovation, research and development</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications. Please be guided by <u>N.J.S.A. 52:34-13.2</u> and the statutory authority and the NJEDA will need to comply with said requirements.</p>

	centers in the United States, Europe, and Asia.” To do so, Vendors believe leveraging experts in those territories will best serve the Authority on this opportunity.	Firms are welcome to utilize international expertise as part of their qualifications. However, all project work must be completed in the United States, including any hours billed by international experts. In general, utilizing international expertise is permissible if delivered through U.S. based team members.
18.	<p><u>Exhibit A</u></p> <p>Can the Authority create a new section entitled “Limitation of Liability” and add the following language to Exhibit A? “In no event shall the Vendor’s liability to the State of New Jersey and the Authority, and its officers, agents, servants and employees to Covered Entity, its officers, agents and employees in connection with this contract exceed three times the fees paid to the Vendor by the Authority under this contract. No parties will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.”</p> <p>The contractor is proposing an allocation of risk of economic loss for potential damages resulting from its performance of this contract, and remains open to discussing variations as appropriate in the context of this contract.</p>	Respectfully, the NJEDA is not willing to consider or accept the requested modifications.
19.	<p><u>General</u></p> <p>Is there an estimated budget for this work?</p>	<p>Please review RFP, Section 1.1.1:</p> <p>“1.1.1 Budget</p> <p>As set forth above, the Authority expects to award the one (1) contract, with a maximum not to exceed amount of six hundred fifty thousand (\$ 650,000.00) dollars for Task 1 Market Analysis and Recommendations set forth in Section 3.1.1 and Task 2 Feasibility Analysis set forth in Section 3.1.2. As noted in Section 6.7, pricing is one of the evaluation criteria, and as such the Authority welcomes competitive pricing below the not to exceed amount and will be ranked as such. Any Proposal and Fee Schedule submitted for Task 1 and Task 2 in excess of this budgetary maximum not to</p>

		<p>exceed will be deemed non-responsive and <b>shall</b> be rejected.</p> <p>As noted in Section 3.1.3, the Scope of Work includes an optional Task 3 that will be pursued at the sole discretion of the Authority but not included in the aforementioned maximum not to exceed amount of six hundred fifty thousand (\$650,000.00). Proposers should include hourly rates as required in the Fee Schedule, but these hourly rates will not be utilized as part of the evaluation process.”</p> <p>Moreover, please be guided by the terms and requirements of the RFP. Moreover, proposals will be received and evaluated pursuant to the terms of the RFP, including ranking and weighting according to the preestablished evaluation criteria.</p>
20.	<p><u>Fee Schedule</u></p> <p>The Fee Schedule format is provided as an Excel document with formulas. The RFP requests all files to be provided in a single volume. <b>Please confirm that the fee schedule should be submitted as a separate Excel file?</b></p>	<p>The Fee Schedule should be submitted as a separate document when submitted to the Authority.</p>
21.	<p><u>Fee Schedule</u></p> <p>The Fee Schedule requires Bidders to provide an hourly rate per standardized position/title. We believe that it would be cost advantageous to the Authority to allow Bidders to propose additional labor categories with their associated hourly rates to avoid mapping multiple internal labor categories to one position resulting in overstated proposed rates. Each bidder uses a different method to calculate their hourly rates and standardizing labor categories across multiple offerors historically leads to inefficient and cost-prohibitive procurements. Given the unknown variability of scope and apportioning of hours for Task 3, will the Authority allow Bidders to propose labor categories, in addition to those outlined for Task 3 in the Fee Schedule, and associated hourly rates?</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications. Proposers will be directed pursuant to the terms of the RFP.</p>

**PART 2: Additions, deletions, clarifications, and modifications to the RFP;**

No.	PART 2: Additions, deletions, clarifications and modifications to the RFP.	PART 2: Answers
1		