

NEW JERSEY INFRASTRUCTURE BANK

ANSWERS TO QUESTIONS RFP FOR CONSULTING ENGINEERING SERVICES FOR THE NEW JERSEY WATER BANK: CLEAN WATERSHEDS NEEDS SURVEY

Scope of Work

1. RFP Section III – Scope of Work: The tentative timelines listed for each phase indicate a 3-month break between completion of Phase 1 and commencement of Phase 2.
 - a. Will the selected contractor be permitted to begin data collection tasks upon the completion of Phase 1?

Yes, the selected contractor can begin data collection tasks before Phase 1 is completed. In phase 2, USEPA will open the CWNS Data Entry Portal, allowing the contractor to begin entering data and uploading all required documents. Phase 2 (tentatively from 01/4/2027 to 10/29/2027) covers data preparation, data entry, submittals, and data finalization. Data entry will tentatively close after 10/29/2027. USEPA will start reviewing the data alongside the data entry (Phase 2) once the contractor completes and submits a facility for USEPA’s review. USEPA will communicate how to submit a facility for data review and the major milestone dates during the Phase 1 training session and in greater detail during the kick-off meeting.
 - b. Is there specific data that will not be available before January 2027?

It is not anticipated that there will be data that is not available before January 2027.
2. For purposes of developing a not-to-exceed budget, what assumptions should proposers use regarding the number and frequency of meetings, workshops, site visits, and stakeholder coordination activities during Phase 1?

During Phase 1, USEPA will lead a CWNS101 introductory training about the purpose of the CWNS, CWNS documentation requirements, new survey policies (if any), or any other new requirements. The same training will be offered multiple times during Phase 1. In addition, before Phase 2 starts, USEPA will offer a detailed (half-day or one day) CWNS2027 kick-off meeting to review the CWNS data entry manual and all the requirements in detail. During Phases 2 and 3, there will be a monthly progress meeting with USEPA and a monthly coordination meeting with NJDEP CWNS staff, for a total of approximately 20 meetings. In addition, USEPA may schedule a meeting as needed to go over the audit questions during the data audit period (tentatively scheduled between October and December of 2027) The selected contractor shall also engage in stakeholder coordination and site visits, as needed.
3. Please clarify the number of progress meetings and training meetings that are expected. Also, will these meetings be in person or online?

Please see the answer to Question 2. Progress and training meetings shall be hosted online via Microsoft Teams.
4. Will attendance at the USEPA-led CWNS training referenced in Phase 1 of the SOW be remote? If no, where will it be held? How may staff will the selected firm be able to bring? Yes, the USEPA-led CWNS training will be held remotely typically via Microsoft Teams.

5. Phase 2 Deliverables:

To support preparation of a not to exceed Proposal Cost, can the I-Bank provide guidance on reasonable assumed counts for:

- a. Wastewater utilities
- b. MS4 communities
- c. Small Community Facilities
- d. Individual Septic/Decentralized Systems (ISDS)
- e. Nonpoint Source (NPS) project records

For the purpose of preparing a not-to-exceed cost proposal, assume the counts will be similar to the most recent survey, available at:

https://sdwis.epa.gov/ords/sfdw_pub/f?p=148:5:327431226921::NO::P5_STATE:NJ.

The USEPA's Clean Watersheds Needs Survey Data Dashboard is available at:

https://sdwis.epa.gov/ords/sfdw_pub/r/sfdw/cwns_pub/about.

Please note that some facilities listed in Section III (Phase 2 – Data Collection) of the RFP may not have needs.

For budgeting purposes, is there a reasonable assumed number of Small Community Forms (SCFs) likely to require contractor P.E. signatures?

For budgeting purposes, assume less than ten (10) Small Community Forms ("SCFs"). There were no SCFs in the last survey. The state P.E Signature is required only if the Small Community township does not have P.E. on the staff. In that case, only the state-designated P.E. shall sign the SCF.

6. What is the distribution and collection process for the Clean Watersheds Needs Surveys? Do the respondents fill in the surveys themselves, or does the selected consultant assist with survey completion?
The distribution and collection process will be conducted via email distribution and online portal submissions. The selected consultant will review the online submissions for accuracy and the uploaded needs documentation. For any deficiency, the contractor should consult the respondent.
7. Does the selected consultant work directly with the municipalities and service providers to assess and estimate the capital needs and costs? What is the consultant's role in cost estimation of project needs?
The consultant's responsibility is to collect the needs data and will work directly with municipalities and service providers to gather those needs. The consultant shall review and verify the accuracy of cost information submitted to NJDEP. The consultant is not expected to assist with any estimates, as that is the responsibility of the municipality/service provider.
8. What methods are available to extract data from the individual surveys for reporting and analysis?
Manual data extraction.
9. Is the selected consultant expected to prepare digital dashboards or other methods of on-line data presentation?
No.

10. On the NJDEP website the 2012, 2008, and 2005 CWNS are available. Is a more recent CWNS available for review?
Yes. The 2022 CWNS is available here:
<https://dep.nj.gov/wiip/clean-watersheds-needs-survey/#cwns-past-surveys>.
11. The 2022 Clean Watersheds Needs Survey allowed for online submissions to H2Loans. Will the H2Loans platform be utilized again? If not, is there an expectation that online submissions will still be accepted and that a separate online platform will be required?
Yes, an online submission form will be made available for the 2027 CWNS. Small systems will require a specific form transmitted via email. Additionally, an email address will be provided for all direct submissions in the event that the municipalities are unable to utilize the online submission form.
12. Will the NJDEP provide an email address that the successful bidder will use to contact the Utilities and Agencies?
Yes, an email address will be created and provided.
13. Does [the I-Bank] anticipate using the same document types (e.g., CWSRF IUP/Project Priority List) that were used in the 2022 CWNS? Or does NJIB anticipate that the selected contractor will need to identify additional document types?
The selected contractor will need to identify additional document types.
14. Does [the I-Bank] anticipate keeping the needs entered in 2022 CWNS if the needs are still valid?
Yes, the I-Bank anticipates using the same needs entered in the 2022 CWNS if they are still valid.
15. Does [the I-Bank] anticipate the number of facilities reporting needs to increase from the 2022 [CWNS]? If so, roughly by how many?
An increase in the number of facilities is possible, but we do not anticipate a significant increase compared to the 2022 CWNS.
16. The RFP mentions decentralized and MS4 state-specific estimates. Does [the I-Bank] expect there to be estimates for other needs categories?
Yes, please see Section III of the RFP (Phase 2 – Data Collection).
17. On page 3 of the RFP, only Phase 2 A (Wastewater Needs) includes building a contact roster. Is this needed for other types of facilities (e.g., stormwater, nonpoint source)? Will [the I-Bank] or NJDEP provide a contact roster to start from?
NJDEP will assist with the development of an initial contact roster which may include stormwater and nonpoint source contacts.
18. On page 3 of the RFP, only Phase 2 A (Wastewater Needs) includes outreach to entities. Is this needed for other types of facilities (e.g., stormwater, nonpoint source)?
Some outreach to other types of facilities may be required. Please see Section III of the RFP (Phase 2 – Data Collection).
19. On page 3 of the RFP, Phase 2 – Data Collection, A. Wastewater / Sewer Utility Needs, a. there is reference to outreach, “a. Build a contact roster for all entities and conduct outreach to each for the purpose of collecting wastewater needs data.” Is [the I-Bank] open to different forms of entity outreach or will [the I-Bank] require specific outreach?

No specific outreach method is required. All outreach methodology must be presented to NJDEP for approval.

Workforce

20. Our firm may perform services under this Agreement using a combination of its own employees and personnel from affiliated entities, including staff located outside the United States. Please confirm that the use of affiliate personnel in this manner will not be considered subcontracting for the purposes of this Agreement.

In compliance with P.L. 2005, c. 92 (codified at N.J.S.A. 52:34-13.2), all services performed pursuant to this RFP shall be performed within the United States.

21. Are there any restrictions or conditions imposed by the funding source regarding the geographic location of personnel performing work under this RFP?

Please see the answer to Question 20.

Technical Proposal

22. RFP Section VI.2 – Technical Proposal Contents: Is the “Estimated Number of Hours to Complete Review” section included within the 10-page limit for the proposal?

The “Estimated Number of Hours to Complete Review” will not be included within the 10-page limit for the proposal if it is submitted as an appendix to the proposal.

Resumes

23. RFP Section VI.2b – Resumes: The RFP specifies that resumes should include the individual’s address. To maintain compliance with [the firm’s] policies regarding disclosure of personal information, for staff who work remotely from their home, we would like to provide only the employee’s city and state on the resume. Can you confirm that this is acceptable, or provide another acceptable means of indicating remote employees’ location without disclosing their home address?

Yes, it is acceptable to provide an employee’s city and state on the resume of an employee that works remotely.

Evaluation Criteria

24. The RFP requires a fee proposal to be submitted, yet it is not part of the ranking criteria / evaluation. Will the fee be a part of proposal ranking / evaluation?

No.

Conflicts of Interest:

25. If the Selected Consultant provides technical or operational or data gathering services for a project financed by I-Bank, would this preclude us from participating in any future activities related to that same project, or vice versa?

No.

26. Does the Bank consider such dual involvement to constitute a conflict of interest, even if the services are rendered at different stages or under separate contracts?

The Water Bank Program does not take the position that dual involvement, in and of itself, constitutes a conflict of interest. A consultant's participation in multiple roles or at different stages of work does not automatically create a conflict.

27. In the event that the Selected Consultant is engaged to audit or monitor a project where another client (with whom we have a separate professional relationship) is performing technical or operational services, would this scenario be viewed as a conflict of interest by I-Bank?

This scenario would not necessarily be viewed as a conflict of interest. However, the selected consultant is required to promptly disclose any perceived or actual conflicts to the I-Bank.

28. Should a situation arise where the Selected Consultant reasonably believes that undertaking a particular task or scope element would result in a conflict of interest, does I-Bank's policy permit us to decline or recuse ourselves from that specific task without penalty or prejudice to our overall engagement?

If the selected consultant identifies a potential or actual conflict of interest with respect to an assignment, the consultant must promptly disclose the issue to the I-Bank. Following disclosure, the I-Bank will determine, in its sole discretion, whether recusal is required. Where a conflict of interest is determined to exist, the selected consultant must recuse itself from the entire assignment, not merely a discrete task or scope element.

SBE/DVB Requirements

29. Does the contract include participation goals for Small Business Enterprises and/or Disabled enterprises?

No.

30. Should any required certification be issued by New Jersey agencies, federal agencies or both?

Not applicable.

31. If participation goals apply, what specific percentage utilization targets should proposers assume for SBEs and/or DVBEs?

Not applicable.

Intellectual Property

32. If the proposer develops tools such as code, a website, an application, or other digital solutions to streamline outreach and participation, please confirm that only the resulting data and database outputs must be provided to the I-Bank/NJDEP, and that ownership of any underlying software or code remains with the proposer.

Please see the answer to Question 35 regarding Article I(C) and Article IV(S)(h) of the Standard Contract Terms and Conditions.

State Required Forms

33. Section IX (attachments) lists a total of 12 documents to be completed and submitted with the bid proposal. Some of the documents (e.g., Anti-Discrimination, Americans with Disabilities) do not have forms listed in "Attachment D – State Required Forms" or on the Department of Treasury website. How should these be handled by RFP respondents?

Respondents only need to complete and submit the forms provided in Attachment D of the RFP.

Suggested Changes to Standard Contract Terms and Conditions:

34. The Standard Contract Terms note they may be updated during the Pool term. Will firms be given the opportunity to review and object to substantive changes prior to task order issuance?

This RFP was not issued to a pool of prequalified firms. The terms of the opportunity to review and object to the Standard Contract Terms and Conditions for this RFP are set forth in Section IV and section VIII of the RFP. No task orders will be issued pursuant to this RFP.

35. Bidders' Proposed Edits to Standard Terms and Conditions:

Note: Proposed changes by a bidder appear in blue. The I-Bank response appears below bidder's suggestion in red.

Article I(C)

With the exception of CONTRACTOR Property, ownership of all data, material and documentation originated and prepared for the I-BANK pursuant to this Agreement shall belong exclusively to the I-BANK. All such data, materials or documentation shall be delivered to the I-BANK without any additional charge upon demand after termination of this Agreement, except as otherwise provided under the terms of this Agreement. CONTRACTOR Property shall mean all documents, materials, and other intellectual property created by the CONTRACTOR prior to, or separately from the services provided under the Agreement, plus any modifications thereto or enhancements thereof of pre-existing CONTRACTOR Property, as well as any tools used by the CONTRACTOR in its performance of services under the Agreement.

This is an acceptable change.

Article IV(G)

Indemnification

(a) **INDEMNIFICATION**

1. The CONTRACTOR's liability to the I-BANK and/or the State and its employees, officers and agents in third party suits shall be as follows:
 - a. The CONTRACTOR shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey, the I-BANK and its officers, officials, agents, servants, and employees from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly ~~or indirectly~~ from the work and/or products supplied under this Agreement or the order; and

This is an acceptable deletion.

Article IV(S)(h)
Confidentiality

~~Notwithstanding the requirements of nondisclosure described in this Section S, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the I-BANK, if the I-BANK determines the documents or information are subject to disclosure and the CONTRACTOR does not exercise its rights as described in subsection (f), or if the CONTRACTOR is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the CONTRACTOR, if the CONTRACTOR determines the documents or information are subject to disclosure and the I-BANK does not exercise its rights as described in subsection (g), or if the I-BANK is unsuccessful in defending its rights as described in subsection (g).~~

~~OWNERSHIP OF MATERIAL: All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the I-BANK and/or the State and shall be delivered to the I-BANK and/or the State upon 30 days' notice by the I-BANK. With respect to software computer programs and/or source codes developed for the I-BANK and/or the State, the work shall be considered "work for hire", i.e. the I-BANK and/or the State, not the CONTRACTOR or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, CONTRACTOR or subcontractor hereby assigns to the I-BANK and/or the State all right, title and interest in and to any copyright, and the I-BANK and/or the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.~~

~~Notwithstanding anything to the contrary, the CONTRACTOR shall retain all right, title and interest in and to (1) all of its pre-existing patent, copyright, trademark and other intellectual property rights in any and all deliverables and other work product that is prepared and/or delivered as part of the services under this Agreement (collectively, "Work Product"); and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Work Product or that the CONTRACTOR may develop or supply in connection with this Agreement.~~

This deletion is unacceptable. This addition is acceptable. The provision is amended to read as follows:

Article IV(S)(h)
Confidentiality

Notwithstanding the requirements of nondisclosure described in this Section S, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the I-BANK, if the I-BANK determines the documents or information are subject to disclosure and the CONTRACTOR does not exercise its rights as described in subsection (f), or if the CONTRACTOR is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the CONTRACTOR, if the CONTRACTOR determines the documents or information are subject to disclosure and the I-BANK does not exercise its rights as described in subsection (g), or if the I-BANK is unsuccessful in defending its rights as described in subsection (g).

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Notwithstanding anything to the contrary, the CONTRACTOR shall retain all right, title and interest in and to (1) all of its pre-existing patent, copyright, trademark and other intellectual property rights in any and all deliverables and other work product that is prepared and/or delivered as part of the services under this Agreement (collectively, "Work Product"); and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Work Product or that the CONTRACTOR may develop or supply in connection with this Agreement.

Bidder's Proposed Additions to Standard Terms and Conditions

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36. Would [the I-Bank] consider adding the language below to the Standard Terms and Conditions?

Consequential Damages. Neither Party shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs, or expenses, including specifically but without limitation, any based on loss of profits or revenue, or loss of goodwill.

This is an acceptable addition.