



**REQUEST FOR PROPOSALS  
PROFESSIONAL ENVIRONMENTAL SERVICES**

**PRELIMINARY ASSESSMENT  
AND  
SITE INVESTIGATION**

**RELIABLE TIRE  
1115 CHESTNUT STREET, CAMDEN, NJ 08103  
BLOCK 1302, LOT 1**

**ISSUE DATE: June 10, 2020**

**ISSUED BY:  
CAMDEN REDEVELOPMENT AGENCY**

**DUE DATE AND TIME  
2:00 P.M.  
JULY 10, 2020**

**ADDRESS ALL PRICE SUBMISSIONS TO:**

Johanna S. Conyer, Director of Finance  
Camden Redevelopment Agency  
520 Market Street Suite 1300  
Camden CRA Hall  
Camden, NJ 08101

**REQUEST FOR PROPOSALS**  
**PROFESSIONAL ENVIRONMENTAL SERVICES**  
**PA/SI      RELIABLE TIRE      1115 CHESTNUT STREET**

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**ATTACHMENT**

Figure 1 – City of Camden Tax Map: Block 1302, Lot 1 2018

Catalogue of File Review Documents

**APPENDIX**

Form I - Stockholder Disclosure Statement

Form II - Non-Collusion Affidavit

Form III - Business Entity Disclosure Certification Form

Form IV - Debarment Certification Form

Form V – Price Form

## ADVERTISEMENT

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSAL SUBMITTALS will be received at 2:00 P.M. on **JULY 10, 2020**, by Johanna S. Conyer, Director of Finance, Camden Redevelopment Agency, 520 Market Street Suite 1300, Camden CRA Hall, Camden, NJ 08101 for the following project:

### REQUEST FOR PROPOSALS PROFESSIONAL ENVIRONMENTAL SERVICES – RELIABLE TIRE SITE

The Request for Proposals may be downloaded from the Camden Redevelopment Agency website <http://camdenredevelopment.org/>. It is the responsibility of prospective Respondents to check the Camden Redevelopment Agency website for any addenda to the Request for Proposals that may be issued prior to the submittal due date.

Inquiries regarding the RFP shall be sent by fax or email no later than **JUNE 19, 2020 2:00P.M.** to Johanna Conyer, Email: [joconyer@ci.camden.nj.us](mailto:joconyer@ci.camden.nj.us). Fax: 856-968-3541. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

During the RFP preparation of response period, CRA may issue addenda, including amendments or answers to written inquiries. Those addenda will be noticed by CRA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Submission Date. Addenda shall be issued no later than **JUNE 26, 2020**.

Proposal Submittals shall be submitted to the CRA in sealed envelopes with two (2) printed copies of the submission, prepared as described in the RFP, along with a link to an FTP or other website that would allow the CRA to download an electronic cover-to-cover copy of the submission in Acrobat PDF format. The link shall be emailed to Johanna Conyer, Email: [joconyer@ci.camden.nj.us](mailto:joconyer@ci.camden.nj.us), by the submission due date.

The sealed envelopes containing the proposal documents shall be marked clearly on the outside of the envelope with the following words: “Request for Proposals, Professional Environmental Services – Reliable Tire Site” and the Respondent's name, address and telephone number clearly marked on the envelope. The sealed envelopes containing the proposal documents shall be delivered to the following address:

Attn: Johanna S. Conyer, Director of Finance  
Camden Redevelopment Agency  
Camden City Hall, 520 Market Street, Suite 1300  
Camden, NJ 08101

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**REQUEST FOR PROPOSALS**

The Camden Redevelopment Agency (CRA) is requesting proposals and qualification statements from qualified individuals and firms (Consultants) to provide Professional Environmental Services to perform a Preliminary Assessment and Site Investigation at the former Reliable Tire Site at 1115 Chestnut Street, Camden, New Jersey. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). If selected, the CRA Board of Commissioners will approve a resolution awarding a “fair and open” contract, pursuant to N.J.S.A. 19:44A-20.4 et seq., for professional services for a sum not to exceed a specified amount to be determined by CRA based on the submissions associated with this solicitation. Work will be funded by a grant from the State Hazardous Discharge Site Remediation Fund (HDSRF).

**Questions**

Inquiries regarding the RFP shall be sent by fax or email no later than **JUNE 19, 2020 2:00P.M.** to Johanna Conyer, Email: joconyer@ci.camden.nj.us. Fax: 856-968-3541. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

**Addenda**

During the RFP preparation of response period, CRA may issue addenda, including amendments or answers to written inquiries. Those addenda will be noticed by CRA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date. Addenda shall be issued no later than **JUNE 26, 2020**.

**Submission of Proposals**

Proposals are due no later than 2:00 p.m. local time on **JULY 10, 2020** by mail or hand delivery to the following address:

Attn: Johanna S. Conyer, Director of Finance  
Camden Redevelopment Agency  
Camden City Hall  
520 Market Street, Suite 1300  
Camden, NJ 08101

Proposals shall be submitted to the CRA in a sealed envelope with two (2) printed copies of the proposal along with a link to an FTP or other website that would allow the CRA to download an electronic cover-to-cover copy of the submission in PDF format. The link shall be emailed to Johanna Conyer, Email: joconyer@ci.camden.nj.us, by the submission due date.

The sealed envelopes containing the submittal shall be marked clearly on the outside of the envelope with the following words: “Request for Proposals, Professional Environmental Services – Reliable Tire Site” with the Respondent’s name, address and telephone number.

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**SELECTION AND EVALUATION CRITERIA**

All Respondents will be judged as whether they are responsive to the RFP as well as qualified to perform the Scope of Services. The complete Form of Proposal as specified must be submitted for a firm to be considered responsive. If any of the items are missing, a firm will be considered non-responsive. Proposals will be evaluated using the following criteria:

1. Responsiveness to the RFP (20%)
2. Demonstrated understanding of the project and scope of work to be performed (30%)
3. Relevant experience and qualifications (25%)
4. Schedule for the project (8%)
5. Pricing (15%)
6. MBE/ WBE goal attainment and / or local hiring efforts (2%).

**SITE BACKGROUND**

The site is located in the Gateway neighborhood redevelopment area of Camden, NJ on an irregularly-shaped parcel approximately 2.06 acres in area. Approximately 10 buildings existed at the site as recently as 2010, however all buildings were demolished after a large fire. The site is now vacant. Three (3), 6,500-gallon, out-of-service underground storage tanks (USTs) are located on the property. Documentation asserts that the tanks were installed before 1947 and have not been used since at least 1960. The surrounding area includes commercial, residential and industrial uses. Ownership of the site is listed as the City of Camden. A site tax map is presented in the **Attachments** as Figure 1.

A desktop review of the property was completed in 2016. A catalogue of the New Jersey Department of Environmental Protection (NJDEP) files reviewed is included in the **Attachments**. It is NOT presumed that this lists all information currently in NJDEP files. At least seven (7) Areas of Concern (AOCs) were identified for the site during this review. The AOCs are described below.

<b>AOC # and Name</b>	<b>Description</b>
AOC 1: USTs	Three underground storage tanks (USTs) were located on site. These tanks were listed as 6,500-gallon out-of-service USTs. Sanborn mapping indicates the vessels are empty, located on the southeast corner of the property near Chestnut Street and previously held fuel oil. It is unknown if these USTs were removed during building demolition circa 2012.
AOC-2: Former Site Operations	Based on historic aerial imagery reviewed for the site and surrounding area, the site appears to have been industrially and/or commercially developed before 1930. The site is most recently known as the former Reliable Tire Company factory. A large fire occurred at the site and engulfed the surrounding neighborhoods in 2011. All site buildings were demolished circa 2011-2012.
AOC 3: Presumed Historic Fill	No mapped historic fill is shown on the property; however, the property is bounded to the west by an elevated railroad easement granted to the Delaware River Port Authority and historic fill is mapped in some locations

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	along this railroad easement.
AOC 4: Tire Fire	According to local news reporting, a 12-alarm fire occurred at the site in June 2011. The fire spread rapidly through several blocks of Camden's Parkside neighborhood and destroyed at least 10 homes on Chestnut, Orchard and Mt. Vernon streets. Google map imagery from July 2012 shows visible signs of fire damage on timbers, especially in former structures along the southeast side of Chestnut Street. Local news reported that the owner of Reliable Tires had stated that when the company moved out of the building in August 1999, it was completely empty with no tires left inside. However, based on reports of the size and nature of the fire it is assumed that some tires were present on site and that pyrolysis of the waste tires may have occurred.
AOC 5: Pole Mounted Transformers	Three pole-mounted transformers are located along the property boundary with Mt. Vernon Street. While the pole is located within the sidewalk right-of-way (off-site), any potential leaks from the transformers may have impacted the site.
AOC 6: Off-site contamination	The adjoining western property is an active elevated rail line, part of which extended onto the site at the southwestern portion.
AOC 7: Groundwater	Groundwater is not currently considered an AOC, but a groundwater investigation may be triggered following soil analysis.

**SCOPE OF SERVICES**

The following section presents the specific tasks, which shall be performed as part of this Scope of Services. The Consultant shall provide all required labor, equipment, materials and services and all else necessary to perform the tasks presented in the Scope of Services.

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, these assumptions are stated herein. If the work tasks required are different from the assumptions presented herein or if the CRA desires additional services, the resultant changes in scope and budget may serve as a basis for modifying this Scope of Services as agreed to by both the CRA and Consultant.

IT IS ASSUMED THAT ANY INFORMATION AND/OR DATA PROVIDED TO THE RESPONDENTS AS PART OF THIS SOLICITATION HAS BEEN FOUND TO BE ACCEPTABLE AND USABLE BY THE RESPONDENTS UNLESS INDICATED OTHERWISE BY THE RESPONDENTS IN THEIR PROPOSAL.

All work undertaken as part of this Scope of Services will be performed in accordance with all local, state and federal laws and regulations. It is not the intent of the following description of the specific tasks to outline those technical requirements adequately covered by referenced law, regulations, and standards. The Consultant shall furnish high quality work meeting all requirements of this RFP, industry standards, and applicable local, state and federal regulation.

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**Task 1: Preliminary Assessment**

- A. Perform a Preliminary Assessment in accordance with N.J.A.C. 7:26E. Prepare a single Draft Preliminary Assessment narrative report for the Site for client review and comment.
- B. The Preliminary Assessment Report shall be provided as one report and include all figures, attachments and appendices.
- C. Basis of Payment - Payment will be made as follows: 50% upon submission of a draft deliverable to be submitted to CRA. Invoicing for the balance of the task shall be made upon satisfactorily addressing all comments and issuance of approved final documents.

**Task 2: Geophysical Study**

- A. Perform a geophysical survey (i.e., ground penetrating radar and/or other surface geophysical method deemed appropriate), in conjunction with the PA to search for the presence of USTs or other buried objects.
- B. The results of the geophysical investigation must be provided in a written report that describes the method used to conduct the investigation, assumptions made when interpreting the data, a summary of any subsurface anomalies and/or USTs discovered, and figures depicting the anomalies.
- C. Basis of Payment - Payment will be made at 100% upon provision of the geophysical study report.

**Task 3: Site Investigation (SI) Planning**

- A. After completion and submission of the Final PA report, and if additional investigation is necessary, the Contractor will prepare and submit to the CRA for review and approval a SI scope of work document, which outlines the rationale and work to be performed as part of the SI. The SI shall be performed in accordance with N.J.A.C. 7:26E. The scope of work document should be in letter format.
- B. Prepare a Draft and a Final SI cost estimate in Microsoft Excel to be included in the Draft and Final SI Workplan. The cost breakdown shall include any and all associated LSRP-related expenditures inclusive of anticipated NJDEP fees.
- C. The Consultant shall prepare a Site-Specific Quality Assurance Project Plan (QAPP) for the site in accordance with NJDEP applicable guidance documents and submit to the CRA for review and approval. The QAPP should document the procedures to be used for any data collection, and delineate the standard operations and quality assurance/quality control practices that will be employed when conducting the SI.
- D. Prepare a Health and Safety Plan (HASP). The HASP should be prepared in accordance with OSHA regulations at 29 CFR 1910.120. The CRA does not assume any responsibility for the Contractor's HASP.

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- E. Basis of Payment - Payment will be made as follows: 50% upon submission of a draft deliverable to be submitted to CRA. Invoicing for the balance of the task shall be made upon satisfactorily addressing all comments and issuance of approved final documents.

**Task 4: Site Investigation (SI)**

- A. Upon completion of the PA and geophysical investigation, the performance of an SI may be deemed necessary. The SI shall be performed in accordance with N.J.A.C. 7:26E. The scope of work for the SI is not known at this time. The scope and associated pricing will be determined as part of Task 3. For the purposes of responding to this solicitation, assume that AT A MINIMUM the SI scope of work will include: exploratory test pit investigation; an investigation for USTs; soil boring installation and soil sampling; and installation and sampling of one temporary well point. Assume the analysis of soil and groundwater samples will include the full Target Compound List (TCL) and Target Analyte List (TAL), Polycyclic Aromatic Hydrocarbons (PAHs), PCBs, Pesticides, Extractable Petroleum Hydrocarbons Category 1 (EPH - Cat 1) and Category 2 (EPH - Cat 2) with contingent naphthalene and 2-methylnaphthalene analyses. Quality Assurance and Quality control samples have been included in quantities shown on the price form.
- B. The Consultant shall prepare an SI report for the site in accordance with NJDEP applicable guidance documents for client review and comment.
- C. Basis of Payment - Payment will be made as follows: 1) invoicing for the field work on a time and materials basis monthly upon its completion; and 2) invoicing for the SI report shall be 50% upon submission of a draft deliverable and invoicing for the balance of the SI report shall be made upon satisfactorily addressing all comments and issuance of approved final documents.

**Task 5: Licensed Site Remediation Professional Oversight**

- A. Upon written approval by the CRA, the LSRP shall complete the on-line NJDEP LSRP Notification of Retention or Dismissal Form. The LSRP shall complete all obligations to the CRA as per the requirements of the New Jersey Site Remediation Reform Act (SRRA).
- B. It is the responsibility of the designated LSRP to inform the CRA of its obligations per all NJDEP regulations including applicable fees and oversight costs, required permits, and mandatory remediation timeframes. When necessary, in the opinion of the LSRP or at the request of the CRA Representative, the LSRP must coordinate with NJDEP through email and telephone communications or in-person meetings.
- C. The LSRP is expected to certify and approve all completed forms, permits, reports and submittals as required for this project and the SRRA. This includes electronic submittals of report deliverables to the NJDEP.
- D. A Case Inventory Document shall be prepared.
- E. Public notification requirements shall be fulfilled.



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- F. The Consultant shall prepare the applicable permits required for the investigation and survey activities, and provide in its response to this RFP a list of any applicable SRRA forms, NJDEP permits and associated fees, likely to apply to the SOW. The CRA shall pay all government fees directly to the governing authority. These may include, but not be limited to the following:
- a. Annual Remediation Fee Reporting Forms (includes on-line payment and updates).
  - b. A UST Facility Questionnaire
  - c. Confirmed Discharge Notification Forms
  - d. IEC Response Action Forms
  - e. LSRP Notification of Retention or Dismissal (including on-line notifications).
- G. Basis of Payment - Payment will be made on an hourly basis and billed monthly upon its completion with the exception of the lump sum deliverables on the price form.

**FORM OF PROPOSAL**

Consultants must demonstrate the ability to complete the required Scope of Services through superior competence, skill and experience in the planning and execution of environmental investigations and remedial actions; compliance with New Jersey Department of Environment Protection (NJDEP) statutory programs and U.S. Environmental Protection Agency (EPA) Brownfield Assessment and Cleanup programs. In addition, the Consultant shall demonstrate that they possess the professional, financial and administrative capabilities to provide the described services; and a willingness to work under the compensation terms and conditions determined by CRA.

Respondents shall provide to the CRA a written narrative proposal containing the following elements in the order listed and as described below:

**1. Cover Letter**

Provide a cover letter on the Respondent company letterhead and signed by the Principal-in-Charge or other company official authorized to provide proposals and make agreements on behalf of the Respondent firm. The letter shall certify that the Respondent firm possesses the professional, financial and administrative capabilities to provide the required services; and confirm willingness to work under the compensation terms and conditions determined by CRA. The contact information including phone number and email address for the Respondent's contact for the proposal shall be included.

**2. Table of Contents**

**3. Professional Information**

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Respondents shall provide a demonstration of the required experience and expertise to perform the required services of this RFP. Include details of the Respondent firm's relevant experience and competence to perform the required work. This section of the proposal shall contain a detailed description of the following items:

**A. Company Profile**

**B. Qualifications & Experience for similar work previously performed (Limited length of six pages for this information)**

**C. Methodology for Scope of Work**

The Respondent shall take special care to describe the proposed activities to complete the Scope of Services included with the Respondents proposal. This description should detail all activities necessary to complete the work, a tentative schedule for the number of days expected to be required to complete all requirements of the Scope of Work.

The Consultant may also provide separate alternative proposals to this scope of work in addition to responding to the scope of work presented in the RFP. Proposals that do not address the scope of work provided will be considered non-responsive.

Provide any economies of scale that may reduce the total project Scope of Services. The Consultant shall provide justification for all Work at the Property and indicate any reductions in scope as it pertains to economies of scale during investigation activities for all AOCs.

**D. MBE/WBE Utilization / Local Hiring**

List any MBE/WBE team members that will be used for implementation of the scope of work. MBE/WBE certification documentation must be provided in the proposal. The Consultant awarded the contract will be required to provide information pertaining to MBE/WBE utilization to include contract / fee amounts.

The CRA encourages the hiring of Camden residents. Please provide information regarding the use of Camden residents, if applicable, for the implementation of the scope of work.

**E. Client References**

List public sector entities for which the Respondent firm provided services of similar nature than contained in this RFP in the past four years. Provide three recent client references and their telephone numbers.

**F. Key Personnel, Certifications and Qualifications**

Provide the name of all key personnel assigned to the project. Include qualifications and copies of all relevant licenses and certifications of all specially

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licensed and/or certified professionals to include documentation of the designated LSRP.

**4. Required Submittals**

Consistent with the Pay-to-Play Law, N.J.S.A. 19:44-20.4 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. the following documents are required to be completed and submitted with the Proposal.

- A. State of New Jersey Business Registration Certificate
- B. Insurance Certificates: Provide specimen certificates of insurance for all insurance coverage requirements of the RFP (see *General Requirements*).
- C. Form I - Stockholder Disclosure Statement (see Appendix)
- D. Form II - Non-Collusion Affidavit (see Appendix)
- E. Form III - Business Entity Disclosure Certification Form (See Appendix)
- F. Form IV - Debarment Certification Form (See Appendix)
- G. State of New Jersey Certificate of Employee Information Report (Form AA302)

**5. Price Proposal Submittal**

Respondents shall provide to the CRA a written completed price proposal containing the following elements in the order listed and as described below:

**A. Completed price form**

Completed Form IV – Price Form (See Appendix)

**B. Labor Rates**

Identify hourly billing rates for all personnel and subcontractors.

**C. Subcontractor Management Fees**

Indicate any management fees as a percentage markup that is applied to subcontracted or outsourced work including laboratory analysis.

**D. Equipment Rates**

Indicate usage fees of commonly used equipment expected to be utilized.

**E. Laboratory and Analytical Fees**

Indicate unit analytical costs in that the Respondent feels may be needed in addition to those captured on the Price Form.

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**GENERAL REQUIREMENTS**

The following items represent general requirements for the contracted services to be performed by the Consultant selected as part of this RFP process.

**1. Project Coordination**

- A. The CRA will designate a Project Manager (referred to as the “CRA Representative”), who shall have the authority to inspect all work and materials, and to stop work when it appears to the CRA Representative that the requirements of the Scope of Work are not being met.
  - 1. The CRA Representative shall have the authority to reject any work or deliverables which do not meet the requirements of the Scope of Work in the judgment of the CRA Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Scope of Work.
  - 2. The CRA Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
- B. Immediately report to the CRA Representative any questionable or obvious error or omission that may be contained in the Scope of Work. Do not proceed with work until the CRA Representative has resolved the error or omission.
- C. Cooperate with CRA Representative in allocation of mobilization areas at the site, access, traffic, and parking facilities.
- D. Comply with CRA Representative's procedures for communications, submittals of reports, records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. The Consultant shall cooperate with engineering and construction teams that are working at the site.

**2. Submittal Requirements**

- A. All deliverables required by CRA shall be submitted to CRA in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from CRA into the documents and resubmit them to CRA for the CRA to provide to EPA for review and comment. The Consultant shall satisfactorily address all comments prior to approval to finalize. Deliverables shall include:
  - For draft documents provide:

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- Electronic file in Acrobat PDF format containing “cover-to-cover” copy of the draft reports in correct page order including all text, tables, figures, photos, and appendices.
- Electronic files containing all source files (e.g. Word, Excel, AutoCAD, GIS, jpeg or other photograph files, etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.
- For final documents provide:
  - One (1) set of the final large scale plans/maps. Hard copies of the final reports are NOT to be provided.
  - Electronic file in Acrobat PDF format containing “cover-to-cover” copy of the final reports in correct page order including all text, tables, figures, photos, and appendices.
  - Electronic files containing all source files (e.g. Word, Excel, AutoCAD, GIS, jpeg or other photograph files, etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.
  - Electronic Data Deliverables (EDD) compliant with all NJDEP SRP submittal requirements for all final analytical laboratory data packages,
- B. Electronic files shall be made available to CRA by e-mail or via FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

**3. Ownership of Work Product**

- A. All work products produced by the Consultant, the CRA, or by any third-party working for the Consultant or the CRA resulting from this RFP are the sole property of the CRA and the EPA.
- B. The CRA and the EPA shall be the owners of all digital data, graphics and documents, as well as all hardcopy and publishable documentation.
- A. The CRA and the EPA have the right to sue, distribute, or dispose of the work products without the consent of the Consultant.

**4. Contract Modification Procedures**

- A. Minor Changes to The Work: Supplemental instructions authorizing minor changes in the Scope of Work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the CRA Representative.

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- B. The CRA reserves the right to reject any LSRP designee and to retain and dismiss the LSRP at its sole discretion. If the CRA rejects or dismisses an LSRP selected by the Consultant, the Consultant shall propose a replacement LSRP within ten (10) days of notification by the CRA.
- C. Stipulated Sum Change Orders:
1. Consultant may propose a change by submitting a request for change to CRA Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation.
  2. Change shall be based on Consultant's price quotation, or Consultant's request for a Change Order as accepted by CRA Representative and CRA.
- D. Time and Material Change Orders:
1. Submit itemized account and supporting data after completion of authorized change, within two (2) weeks.
  2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations.
- E. Unit Price Change Orders:
1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.
  2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change Directive.
  3. Changes in Contract Sum or Contract Time shall be computed as specified for Time and Material Change Order.
- F. Change Directives:
1. CRA Representative, with prior written approval of CRA, may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order.
  2. Document will describe changes in Work and will designate method of determining change in Contract Sum or Contract Time.
  3. CRA Representative, with prior written approval of CRA, may issue a Proposal Request that includes a detailed description of a proposed change. Consultant shall prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. (Consultant shall endeavor to not delay project as a result of requested changes.)

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4. Promptly execute change in Work.

**5. Payment Procedures**

- A. Consultant invoices may be submitted not more than once every thirty (30) days. Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the proposal price form. The Consultant's invoices shall follow the pay items in the Scope of Work and Form of Proposal Price Sheet or other as directed by the CRA.
- B. Each invoice shall be accompanied by a progress report summarizing the progress and the activities completed made in the billing period. The Consultant shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the CRA Representative.
- C. Invoices shall be submitted to the CRA Representative for review. The CRA Representative will then either submit the invoice to the CRA for payment or will return the invoice to the Consultant indicating that corrections should be made or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the CRA Representative for review and approval.
- D. Invoices will be evaluated and paid on a "percent complete" basis of the lump sum offer price or per-unit price. After consultation with the Consultant, the CRA will solely decide the percentage of completeness of the work under each lump sum Pay Item. Sufficient backup documentation as required by the Scope of Work and the CRA Representative will be required to establish measurement of completion for each item within a particular pay period and the work overall.
- E. If the contract includes a line item for a contingency allowance, the contingency will be released as needed by CRA and used by the Consultant only as directed by CRA to address unknown or unforeseeable conditions.

**6. Professional Licensure**

- A. Provide to the CRA the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

**7. LSRP Duty to Report:**

- A. The LSRP is charged under the SRRA at N.J.S.A. 58:10C-16j to report conditions of Immediate Environmental Concern (IEC) at the Property as follows: 1) Immediately verbally advise the CRA Representative of that person's duty to notify NJDEP of the

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condition; and 2) Immediately notify NJDEP of the condition by calling the NJDEP's telephone hotline. The LSRP shall take all required actions to comply with immediate regulatory timeframes for responding to the IEC's at the Property per NJDEP regulation with verbal or written approval from the CRA Representative.

**8. Codes, Regulations and Standards**

- A. Verify and comply with all applicable federal, state and local codes, regulations, standards and guidance relating to buildings, employment, the preservation of public health and safety, environmental compliance, use or closure of streets and sidewalks, and the performance of the Scope of Work. Ensure that such requirements are fully understood, and they are fully and faithfully implemented and/or enforced.

**9. Reliance on Prior Work**

- A. The CRA may provide to the Consultant documentation of prior work completed by others including environmental reports, drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant.
- B. The CRA makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the CRA. **IT IS ASSUMED THAT ANY INFORMATION AND/OR DATA PROVIDED TO THE RESPONDENTS AS PART OF THIS SOLICITATION HAS BEEN FOUND TO BE ACCEPTABLE AND USABLE BY THE RESPONDENTS UNLESS INDICATED OTHERWISE BY THE RESPONDENTS IN THEIR PROPOSAL.**

**10. Schedule**

- A. The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the CRA and diligently pursue the work as per a schedule to be determined by the CRA Representative and the Consultant prior to the commencement of the work.

**11. Site Security**

- A. Site security and safety is the responsibility of the Consultant when mobilized to the site(s). The Consultant shall secure the site(s) during non-working hours to prevent pedestrian and vehicular access. The Consultant is responsible for the safety and security of their employees and the general public as well as their materials and



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equipment. The Consultant shall assume responsibility for costs associated with damage by vandalism to their material and equipment.

**12. Health and Safety Program**

- A. The Consultant shall prepare a Site-Specific Health and Safety Program including a Site-Specific Health and Safety Plan (HASP) that outlines procedures to protect on-site workers and the general public; respond to emergencies; comply with environmental regulations and prevent pollution as a result of work operations. The HASP must comply with Occupational Safety and Health Administration (OSHA) requirements set forth at 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response and NJDEP requirements for Health and Safety and set forth in the NJDEP Field Sampling Procedures Manual.
- B. No work shall be undertaken until the CRA Representative has received the HASP. Provide, at the request of the CRA Representative, certificates for each worker to demonstrate compliance with training requirements.
- C. The Consultant is solely responsible for exercising reasonable precaution to protect the health and safety of all on-Site personnel, the general public, and the environment during the course of the Work. Comply with all applicable provisions of State, local, and Federal health and safety and occupational health and safety statutes and codes.
- D. The HASP shall be promptly updated as necessary to address new or previously unknown site conditions at no additional costs to the CRA.

**13. NJ One-Call Damage Prevention System**

- A. The Consultant and their subcontractors are solely responsible for compliance with the NJ One-Call Damage Prevention System (N.J.A.C. 14:2-1.1 (2014)). The One-Call System receives information from excavators that plan to perform excavation or demolition, and relays that information to those persons that own, operate, or control the operation of underground facilities, and have registered with the One-Call System operator. Information regarding the requirements of the One-Call system may be found at <http://www.nj1-call.org/nj-law/>
- B. Prior to initiation of any excavation, installation of soil borings or any other subsurface work that requires notification of the One-Call System, the Consultant shall provide to the CRA Representative a copy of the confirmation of the One-Call System notification including information regarding any subsurface utilities that may be present and effect the work.
- C. The Consultant or their sub-contractor shall confirm that all required mark-outs by the registered utilities have been completed prior to the initiation of the subsurface work.

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**14. State Prevailing Wage Requirements**

- A. The Consultant shall be solely responsible for compliance with all state and Prevailing Wage requirements for *non-professional* services performed by the Consultant or subcontractors as follows:
- B. **New Jersey Prevailing Wage Act.** Pursuant to N.J.S.A. 34:11-56.25, et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Agency within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

**15. No Warranty**

- A. The Consultant is required to examine specifications and instructions pertaining to the services requested. Failure to do so will be at the Consultant's own risk.

**16. Equal Employment Opportunity Provisions**

- A. Companies and their subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.
- B. All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.
- C. The potential company must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.
- D. In response to this RFP, companies should furnish detailed statement relative to their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subcontractors.

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**17. Insurance and Indemnification Requirements**

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

Minimum Employer's Liability \$500,000.

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

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

3. Automobile Liability Insurance. Covering all owned, hired, and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence

4. Professional liability and errors & omissions insurance in the amount of \$1,000,000. In lieu of the insurance coverage listed under 2. above, the contractor fulfills the insurance requirements by having and maintaining umbrella liability insurance with a minimum:

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

5. Consultant's Pollution Liability Insurance

Prior to the commencement of the work, the Consultant/ shall obtain and maintain throughout the life of the work, a broad form Consultant's Pollution Liability Insurance Policy. As a minimum, the Consultant's Pollution Liability Insurance policy shall include policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage shall:

- (a) Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

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- (b) Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.
  - (c) Provide coverage for liability resulting from the transportation of hazardous wastes.
  - (d) Be written on a “project specific” basis.
  - (e) Not carry a deductible greater than \$10,000. All deductibles applicable to the insurance coverage shall be borne by the Consultant.
- B. Certificates of the Required Insurance: Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Camden Redevelopment Agency and CRA of Camden as an additional insured. Should the work be funded by EPA, EPA shall be named as an additional insured on all insurance certificates.
- C. Indemnification: Successful Respondent will indemnify and hold harmless the Camden Redevelopment Agency and the CRA of Camden from all claims, suits or actions and damages or costs of every name and description, to which the Camden Redevelopment Agency and CRA of Camden may be subjected or put by reason of injury to the person or property of another, or the property of the Camden Redevelopment Agency and CRA of Camden, resulting from negligent acts or omissions on the part of the Respondent, the Respondent’s agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

# ATTACHMENTS

# **APPENDIX**

**FORM I - STOCKHOLDER DISCLOSURE CERTIFICATE**

(To be Completed by For Profit Business Entities Only)

Pursuant to the laws of the State of New Jersey as set forth in laws of 1977, Chapter 33, the undersigned does herewith certify to the CRA of Camden Redevelopment Agency (CRA) that the following is a statement with names and addresses of all stockholders, partners, members or owner ("Owner") in the corporation, partnership, limited liability company or other business entity ("Entity") who own a 10% or greater interest therein, as the case may be. If one or more such Owner is in itself an Entity, the Owner holding 10% or more or greater interest in that Entity, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every Owner exceeding the 10% ownership criteria established above have been listed.

NAME

HOME ADDRESS

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(Attach another sheet if necessary)

**Note:** No post office box number accepted, full street address only.

**Criminal Conviction to Serve As Grounds for Disqualification from Award of Contract:**

Vendor must disclose whether any person(s) named above have a criminal conviction in any Municipal, County, State or Federal Court, in this State or any other State. Yes [ ] No [ ]

Any rejection by CRA, based upon a prior conviction, shall not take place unless and until there has been a responsibility hearing held by CRA. Also, vendor must report any conviction of any person(s) named above in any Municipal, County, State or Federal Court during the contract or agreement period to the Corporation Counsel of CRA.

Any termination by CRA, based upon subsequent conviction, shall not take place unless and until there has been a responsibility hearing held by CRA.

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IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Sworn and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Affiant (Authorized Agent of Corporation)

\_\_\_\_\_  
Print Name and Title of Affiant

**FORM II - NON-COLLUSION AFFIDAVIT**

State of New Jersey

SS:

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_

(name of affiant)

(name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,

(title or position)

(name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_,

(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the CRA of Camden Redevelopment Agency relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(name of firm)

BY:

\_\_\_\_\_

(Signature of Authorized Representative)

PRINT NAME & TITLE:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

(Seal)

(Type or print name of affiant under signature)

\_\_\_\_\_

(Notary public of \_\_\_\_\_)

My Commission expires \_\_\_\_\_





**FORM IV - DEBARMENT CERTIFICATION FORM**

*This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.*

I, \_\_\_\_\_ an authorized representative of \_\_\_\_\_ (company) certify that \_\_\_\_\_ (company) is not debarred from transacting business in the State of New Jersey and is not debarred from receiving state or federal funds. In addition, \_\_\_\_\_ (company) has an active registration in good standing in the federal System for Award Management (SAM) which can be found at [www.SAM.gov](http://www.SAM.gov).

\_\_\_\_\_  
**(signature)**

\_\_\_\_\_  
**(print name)**

\_\_\_\_\_  
**(title)**

\_\_\_\_\_  
**(date)**

## Form V – Former CWS Industries Site (726 Kaighn Ave) PRICE FORM

Complete and submit the following price form:

Task	Unit	Quantity	Unit Cost	Total Cost
1. Preliminary Assessment / Phase I Report	Lump Sum	1	\$ _____	\$ _____
2. Geophysical Study	Lump Sum	1	\$ _____	\$ _____
3. SI Planning				
a. SI Scope of Work Document / Cost Estimate	Lump Sum	1	\$ _____	\$ _____
b. QAPP	Lump Sum	1	\$ _____	\$ _____
c. HASP	Lump Sum	1	\$ _____	\$ _____
4. SI				
a. Exploratory Test Pits Installation /Sampling	Per Day	2	\$ _____	\$ _____
b. Soil Boring Installation /Sampling	Per Day	2	\$ _____	\$ _____
c. Well Installation/Sampling	Per Well	4	\$ _____	\$ _____
d. Soil Analysis				
TCL/TAL + 30 parameters	Per Sample	53	\$ _____	\$ _____
EPH Category 1	Per Sample	30	\$ _____	\$ _____
EPH Category 1 contingency	Per Sample	64	\$ _____	\$ _____
EPH Category 2	Per Sample	30	\$ _____	\$ _____
VOCs	Per Sample	34	\$ _____	\$ _____
PCBs	Per Sample	39	\$ _____	\$ _____
TAL	Per Sample	44	\$ _____	\$ _____
PAH	Per Sample	44	\$ _____	\$ _____

e. Groundwater Analysis				
TCL/TAL + 30 parameters	Per Sample	8	\$ _____	\$ _____
f. SI report	Lump Sum	1	\$ _____	\$ _____
<b>5. Licensed Site Remediation Professional Oversight</b>				
a. Case Inventory Document	Lump Sum	1	\$ _____	\$ _____
b. Community Notification	Lump Sum	1	\$ _____	\$ _____
c. LSRP	Per Hour	16	\$ _____	\$ _____
d. Project Manager	Per Hour	80	\$ _____	\$ _____
e. Staff	Per Hour	25	\$ _____	\$ _____
	<b>TOTAL COST</b>			\$ _____

**Authorized Representative:**

\_\_\_\_\_

**Respondent's Firm:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_