



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**Request for Qualifications/Proposals  
RERFP-000041- NJBC Study**

**For: New Jersey Bioscience Center Study and Market Analysis**

Event	Date	Time
<b>Bidder’s Electronic Question Due Date</b> (Refer to <a href="#">RFQ/P Section 1.3.1</a> for more information.)	March 29, 2021	12:00 pm (EST)
<b>Pre-Proposal Conference/Site Visits</b> (Refer to <a href="#">RFQ/P Section 1.3.2</a> for more information.)	<b>Not Applicable</b>	
<b>Proposal Submission Date</b> (Refer to <a href="#">RFQ/P Section 1.3.4</a> for more information.)	April 15, 2021	12:00pm (EST)

Dates are subject to change. All changes will be reflected in Addenda to the RFQ/P posted on the New Jersey Economic Development Authority’s website.

	Status	Category
<b>Small Business Set-Aside</b>	<input checked="" type="checkbox"/> Not Applicable	
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> I
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> II
	<input type="checkbox"/> <a href="#">Subcontracting Only</a>	<input type="checkbox"/> III

RFQ/P Issued By  
New Jersey Economic Development Authority  
Real Estate Development Division  
36 West State Street, PO Box 990  
Trenton NJ 08625-0990

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Qualifications/Proposals (RFQ/P) is being issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) for Real Estate Consultant Services (“Consultant Services”) to undertake a study and market analysis of the New Jersey Bioscience Center. The Authority is seeking qualified firms that will provide Consultant Services as described in this RFQ/P.

The successful Proposer will be required to complete all deliverables outlined in Section 3.0 (Scope of Work) Exhibit C, of this RFQ/P within approximately six (6) months from date of contract execution.

The Authority may elect to obtain additional consulting services from the Proposer for the remainder of the Contract term through this agreement – with any additional services provided on a requirement basis. The Authority, however, is under no obligation to utilize the awardee for such additional services and reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in its best interest.

The intent of this RFQ/P is to award one (1) twelve (12) month contract with the possibility of two (2), twelve (12) month extension options, to the bidder whose proposal, conforming to this RFQ/P is most advantageous, price and other factors considered.

The Authority’s Contract For Professional Services, Exhibit A, contract terms are in addition to the terms and conditions set forth in this RFQ/P and should be read in conjunction with them unless the RFQ/P specifically indicates otherwise.

### **1.2 BACKGROUND**

#### **1.2.1 NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

The New Jersey Economic Development Authority serves as the State’s principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey’s long-term economic competitiveness.

Since its inception in 1974, the Authority has provided just over \$28.4 billion dollars in assistance, to over 13,500 projects. These projects have created an estimated 376,387 jobs within the State. In 2018, the Authority provided over \$760 million dollars in assistance to 488 projects and created more than 6,400 new full-time jobs and 2,370 construction jobs. In fact, since 1979, we’ve developed over 10 million square feet of new and renovated space, valued at more than \$1.5 billion dollars.

#### **1.2.2. NEW JERSEY BIOSCIENCE CENTER**

The New Jersey Bioscience Center (“NJBC”) is located on Route One South in North Brunswick, New Jersey. The NJBC is situated on approximately fifty (50)

acres directly off of Route 1 and is located between Princeton and Rutgers University along with numerous research institutions providing access to a highly skilled labor market. The NJBC consists of six (6) buildings containing over 336,000± SF of state-of-the-art laboratory and technology space, as well as, standard office space that is 75% leased to a diverse group of tenants (collectively the “Property”).

The Authority is looking to optimize the usage, rentals and potential sale of the Property, keeping in mind the strategic advantage of the location between Princeton and Rutgers University along with numerous research institutions.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will electronically accept written questions and inquiries from all potential Proposer(s), via the web at [QARED@njeda.com](mailto:QARED@njeda.com) by the date and time shown on Page 1 of this RFQ/P. Phone calls/faxes shall not be accepted.

The subject line of the e-mail should state:

**“QUESTIONS-RERFP-0000041-NJBC-STUDY AND MARKET ANALYSIS”**

- **Questions should be directly tied to the RFQ/P and asked in consecutive order, following the organization of the RFQ/P with reference to the page and section number to which it relates.**

A Proposer must not contact the Authority’s Real Estate Department or any other staff/board member directly, in person, by telephone or by e-mail, concerning this RFQ/P. Any firm attempting to contact government officials (elected or appointed), NJEDA Board members, and/or NJEDA staff in an effort to influence the selection process shall be immediately disqualified.

All Questions received and Answers given in response to this RFQ/P will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority’s website, <https://www.njeda.com/bidding/#REOPP>, after the posted cut-off date.

(See RFQ/P Section 1.4.1 for further information)

#### 1.3.1.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES

**Any questions regarding the Authority’s Contract for Professional Services, Exhibit A and exceptions to mandatory requirements must be posed during this Electronic Question and Answer Period and contain the Proposer’s suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract. Any material objections or exceptions included in the bid submission to the requirements of the RFP or the Agreement cannot be considered and will render the proposal non-responsive.**

#### 1.3.2 PRE-PROPOSAL CONFERENCE: INTENTIONALLY OMITTED.

### 1.3.3 PROJECTED MILESTONE DATES

The following dates are provided to interested Proposers for planning purposes only. These are estimated timeline dates and do not represent firm date commitment by which the Authority will take action:

- Q & A Period Ends:  
**March 29, 2021 at or before 12:00 PM Eastern Standard Time**
- If required, Est. Addendum with Q & A Responses:  
**April 1, 2021.**
- Proposals Due:  
**April 15, 2021 at or before 12:00 PM Eastern Standard Time**
- **Estimated Recommendation for Award: June 2021, Authority Board Meeting.**
- **Contract Execution Date: on or about July 1, 2021.**

### 1.3.4 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

In order to be considered for award, the Proposal must be received by the Authority at one of the appropriate locations specified below and by the required time indicated on the cover sheet.

Electronic Proposal Submission (**Strongly preferred**):

Proposers shall submit a complete, signed, ELECTRONIC Proposal, in "read only" PDF file format using Adobe Acrobat Reader software, which must be viewable by Authority evaluators.

The subject line of the RFQ/P submission and any attachments are all to be clearly labeled.

**EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:**

***“(PROPOSER’S COMPANY NAME)- Bid Submission-RERFP-0000041 NJBC Study and Market Analysis, and the file/document title.”***

Note: Fee Proposal submissions are to be uploaded separately and not scanned with the other Proposal document submissions.

**All RFQ/P electronic proposals must be uploaded to the Authority’s ShareFile system via:**

**<https://njeda.sharefile.com/r-r67562f1c2f384f598f725a00a7a1dc35>**

Cut and paste the entire ShareFile URL above into your web browser, press enter and provide the information that the ShareFile application prompts.

**It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover** to allow some time to identify and troubleshoot any issues that may arise when using the ShareFile application. Technical inquiries regarding the uploading of documents may be directed to

[QARED@njeda.com](mailto:QARED@njeda.com), and will be addressed during normal business hours. The Authority will not respond to substantive questions related to the RFQ/P submission, after the Q&A period has closed.

**NOTE: Any bids received after the date and time specified shall not be considered.** All proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer.

#### 1.3.4.1 ELECTRONIC SIGNATURE

Proposers submitting Proposals electronically may sign the forms listed in Section Required Documentation Pre & Post Proposal Submission in Sections C and D of this Bid Solicitation electronically. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the "Insert" ribbon at the top of the screen, then within the "Text" section go to the "Signature Line" and enter the information or; (2) Within Adobe Acrobat DC, go to the "Fill & Sign" within the "Tools" ribbon and enter the information.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

#### HARD COPY PROPOSAL SUBMISSION

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

Overnight delivery service at:

Real Estate Division - Attn: Cathleen Hamilton-Program Manager  
New Jersey Economic Development Authority  
36 West State Street  
Trenton, NJ 08625-0990

Regular Mail services at;

Real Estate Division - Attn: Cathleen Hamilton-Program Manager  
New Jersey Economic Development Authority  
P.O. Box 990  
Trenton, NJ 08625-0990

All proposal packages are to be clearly labeled with the proposal title:

***RERFP-000041-NJBC Study and Market Analysis***

Including the Proposal Opening Date and the Proposer's Name and Address.

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) media (USB or flash drive) with a full, viewable pdf version, including all required documentation of the submission. The media submission should be clearly labeled as noted above.

**Proposals submitted by facsimile will not be considered.**

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.**

The Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority can be found at the following web address: <http://www.njeda.com> under the "contact us" section of the website.

### **1.3.5 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Proposer(s).

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFQ/P**

In the event that it becomes necessary to clarify or revise this RFQ/P, such clarification or revision will be by addendum. Any Addenda to this RFQ/P will become part of this RFQ/P and part of any contract awarded as a result of this RFQ/P.

ALL RFQ/P ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <https://www.njeda.com/bidding/#REOPP> - "Public Information-Bidding Opportunities - Real Estate Procurement Opportunities."

There are no designated dates for release of Addenda. Therefore, interested bidders should check this section of the Authority's website on a daily basis from time of RFQ/P issuance through the proposal submission opening.

**It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.**

### **1.4.2 PROPOSER RESPONSIBILITY**

The Proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ/P. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFQ/P.

### **1.4.3 COST LIABILITY**

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a proposal in response to this RFQ/P.



#### 1.4.4 CONTENTS OF PROPOSAL - OPEN PUBLIC RECORDS ACT

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFQ/P contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Bidder's Proposal will be redacted by the Authority. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The Authority assumes no such responsibility or liability.

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#### 1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT

On the date and time Proposals are due under the RFQ/P, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Authority and cannot be returned to the Proposer.

NOTE: All Proposal submissions, once publicly opened, become property of the Authority and cannot be returned to the Proposer.

#### 1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

A Proposer(s) may withdraw its Proposal as described below.

A Proposer(s) may request that its Proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, and e-mailed to the Authority's Real Estate Development Division at [QARED@njeda.com](mailto:QARED@njeda.com),

referencing the Company Name, RFQ/P number, Title and how the Proposal was submitted (i.e. hard copy or uploaded to the Sharefile link). The written withdrawal request must be signed and submitted by a duly authorized representative of the bidding entity to be valid.

If the request is granted, the Proposer(s) may submit a revised hard copy or upload a revised Proposal to the Sharefile link provided in Section 1.3.4, as long as the proposal is received prior to the announced date and time for proposal submission and at the location or Sharefile link specified. Hard copy Proposals requesting and granted withdrawal will be returned to the Proposer unopened. Electronically submitted proposals requesting and granted withdrawal, will not be opened and will not be evaluated by the Authority.

If, after the proposal submission opening but before contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the Real Estate Development Division, [QARED@njeda.com](mailto:QARED@njeda.com) referencing the Company Name, RFQ/P number and Title and how the Proposal was submitted (i.e. hard copy or uploaded to the Sharefile link) for authorization to withdraw its Proposal from consideration for award. The written withdrawal request must be signed and submitted by a duly authorized representative of the bidding entity to be valid. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer(s) exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Proposal. After the proposal submission opening, while pursuant to the provision of this section, the Proposer may request to withdraw the Proposal and the Authority may, in its sole discretion allow the Proposer to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or proposals.

If during a proposal evaluation process an obvious pricing error made by a potential contract awardee is found, the Authority shall issue written notice to the Proposer(s). The Proposer(s) will have five (5) days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity and the Proposer(s) intention is not readily discernible from other parts of the proposal, the Authority may seek clarification from the Proposer(s) to ascertain the true intent of the proposal.

#### 1.4.7 JOINT VENTURE

The Authority will **NOT** consider proposals submitted by joint ventures, in the performance of the Work for this RFQ/P.

Proposers shall note that any and all reference to "joint venture(s)", "joint venture partner(s) / "joint venture partnership(s)" in any documents included as a part of the RFQ/P specifications, exhibits or attachments shall be read as though the words are stricken and removed.

#### 1.4.8 SUBCONSULTANTS/SUBCONTRACTORS

For purposes of this RFQ/P, the Authority will consider proposals submitted which may employ the use of subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposal Checklist – Subcontractor Utilization Form, complete & submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents in so far as applicable to the Work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all subcontractors to a high quality of service. Such subcontractors must possess a valid New Jersey “*Business Registration Certificate*”, as further detailed in “*Required Compliance Documentation – Pre & Post Proposal Submission Section*” of this RFQ/P. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its subcontractors.

Nothing contained in this RFQ/P and subsequent Contract shall create any contractual relation between any subcontractor and the Authority.

#### 1.4.9 CONFLICT OF INTEREST

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any sub-contracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority or any of the entities listed on Exhibit G and any personnel assigned to work on the Authority’s account, regarding these requisite services.

An example of a potential Conflict of Interest may be providing space planning consulting services for an existing tenant at the NJBC, which services/advice may conflict with the Authority’s current and/or future plans for the NJBC.

If a Proposer perceives a potential Conflict of Interest that may have occurred within the last five (5) years, Proposer must describe the potential Conflict of Interest in its Cover Letter. The description should include the name of the entity for which services were rendered, the type of services, the length of engagement and other project pertinent information that will aid the Authority in determining whether the engagement is a Conflict of Interest.

If such a Conflict of Interest exists with any Proposer personnel or any sub-contracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

Previous or potential involvement are not necessarily grounds for disqualification.

#### 1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to request redefined proposals from any entity responding to this RFQ/P, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of any Proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, regarding the requirements outlined in this RFQ/P. The Authority retains the discretion to modify, expand or delete any portion of this RFQ/P or terminate this RFQ/P process at any time.

## 2.0 DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFQ/P.

**Addendum/Addenda** – Written clarification or revision to this RFQ/P issued by the Authority.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Amendment** – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

**Authority** – The New Jersey Economic Development Authority.

**Best and Final Offer (BAFO)** – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

**Bid/Proposal** – Proposer's timely response to the RFQ/P including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFQ/P.

**Bidder** – An individual or business entity submitting a proposal in response to this RFQ/P.

**Board of Directors**– Responsible for the management of all New Jersey Economic Development Authority operations.

**Business Day** – Any weekday, excluding Saturdays, Sundays, Authority legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Contract** – The Contract for Professional Services – Exhibit A, this RFQ/P, any addendum to this RFQ/P, and the Bidder's proposal submitted in response to this RFQ/P, as accepted by the Authority.

**Contractor** – The Bidder/Proposer awarded a contract resulting from this RFQ/P.

**Chief Executive Officer (CEO)** – The individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

**Designated Contract Manager** – Individual responsible for the overall management and administration of the contract and Contractor relationship.

**Evaluation Committee** – A committee established, or Authority staff member assigned, to review and evaluate proposals submitted in response to this RFQ/P and to recommend a contract award.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Authority unless there is a change in the scope of work.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Proposer** - An individual or business entity submitting a proposal in response to this RFQ/P.

**Project** – The undertaking or services that are the subject of this RFQ/P.

**Real Estate Division (RED or Real Estate)** – Department of the New Jersey Economic Development Authority.

**Request for Qualifications/Proposals (RFQ/P)** – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Qualifications/Proposals, Sample Contract, fee/price schedule, attachments and addenda.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

**Should or Will** – Denotes that which is recommended, not mandatory.

**State** – State of New Jersey

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor/Subconsultant** – An entity having an arrangement with an Authority contractor, where by the Authority contractor uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Contractor's) obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the Authority, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**Task Order Request (TOR)** – Specific Project related information detailed and issued by the State to define a request for services and for the Contractor to provide a response.

**Vendor** - An individual or business entity submitting a proposal in response to this RFQ/P.

### **3.0 SCOPE OF WORK**

The Authority is seeking proposals from qualified firms in providing Real Estate Consultant Services to undertake a New Jersey Bioscience Center study and market analysis as further described in the Scope of Work, Exhibit C. The Scope of Work is intended as a guide for each Proposer to understand the overall basic requirements of the RFQ/P and the Contract.

#### **3.1 GENERAL REQUIREMENTS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities required to perform the Real Estate Consultant Services as described in the Scope of Work, Exhibit C. The Contractor shall work under this contract, as directed by the Authority.

The Lead Consultant(s) performing work under this contract must have the following:

- A minimum of eight (8) years of real estate market study and analysis experience and knowledge.
- A strong understanding of New Jersey real estate market and life sciences/bioscience or comparable market sectors.

NOTE: The Contractor firm can utilize staff that works on a project with less than 8 years of real estate market study and analysis experience.

For the Estimating Value and Asset Risk Services as described in the Scope of Work, Exhibit C.

The Appraiser for the Lead Consultant(s) performing the work under this Contract must have the following:

- A minimum of five (5) years of real estate appraisal experience and knowledge.
- A strong understanding of real estate law.
- Proof that the Appraiser has a valid New Jersey License as a certified general real estate Appraiser in good standing, throughout the term of the Contract.

#### **3.2 PRICING**

For delivering the Scope of Work, Proposers must provide a Maximum Not-to-Exceed Fixed Price per the Fee Schedule – Exhibit E.

Following completion of the Scope of Work, the Authority may request, at the Authority's sole discretion, Additional Services from the Contractor on a requirement basis by issuing Task Order Requests (TORs) (see Exhibits B1 & B2). For delivering any Additional Services, Proposers are asked to provide All-Inclusive Hourly Rates (by Position Category)

(see attached Fee Schedule – Exhibit E). It is recognized that the precise length of engagement(s) for any Additional Services (at the Authority’s sole discretion) will not be known until such services are identified and Task Order Request (TOR) (Exhibits B1 & B2) issued.

There is no guaranteed minimum number of TORs the Authority may issue. The Authority will engage the Contractor for Additional Services on an “as needed” basis.

### 3.3 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend, either in person or via conference call, an Initial Organizational Meeting with the Authority’s designated staff. The Contractor and the Authority’s Designated Contract Manager will mutually work together, agree upon and approve the process and timelines for completing the work.

The Initial Organizational Meeting will be held (virtually) within ten (10) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority’s designated staff members, as may be deemed appropriate, to gain a clearer understanding of the performance expectations and to review the Authority’s requisite timelines. The Authority’s Designated Contract Manager will guide the meeting and address any issues.

The Contractor shall commence work within two weeks of executing a Contract with the Authority.

### 3.4 ADDITIONAL SERVICES

During the term of the Contract, the Authority may possibly request additional consulting services from the Contractor on a requirement basis. If, in the Authority’s sole discretion, consulting services are required apart from the deliverables set forth in this RFQ/P, the Authority will submit the additional requirements to the Contractor, detailing a specific project requirement in a Task Order Request (TOR) (Exhibits B1 & B2). The Contractor will be required to respond to each TOR, describing its strategy in completing the services required and proposing a Maximum Not-to-Exceed Fixed Price, based on the All-Inclusive Hourly Rates (by Position Category) submitted in response to this RFQ/P in their Fee Schedule. The time required and corresponding rates for each TOR represents the firm’s assessment of necessary personnel allocations to successfully and effectively execute the task/project described in the TOR. The Authority will then either accept the firm’s TOR proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority’s Designated Contract Manager, at his/her sole discretion. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any Additional Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.

### 3.5 REPORT TRANSMISSION

The Contractor shall provide the Authority an Adobe PDF electronic version either by email, on flash drive or compact disk of all Project Reports. The Contractor may also be requested to upload the Adobe PDF version to a site provided by the Authority staff.

### 3.6 MONTHLY STATUS REPORT

The Contractor will be required to report all monthly activity to the Authority on the Sample Monthly Status Report form – Exhibit D.

### **3.7 INVOICING & PAYMENT REIMBURSEMENT**

Individual invoices are to be sent to [REDInvoices@njeda.com](mailto:REDInvoices@njeda.com), referencing the RFQ/P number. The invoice should detail the Scope of Work tasks/deliverables completed with the contracted pricing indicated. A completed Monthly Status Report should be attached to each invoice submitted.

The Authority will reimburse for overnight delivery services only if the Authority requests delivery by said means.

NOTE: The Authority will not accept invoices for mileage, travel time and expenses, meals, lodging, accommodations, postage or other expenses or overhead unless agreed to in writing prior to the firm incurring such expenses.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

Proposals that conflict with those terms and conditions contained in this RFQ/P or the Authority's Contract For Professional Services, Exhibit A, as may be amended by Addenda, or that diminish the Authority's rights under any contract resulting from the RFQ/P will be considered null and void. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw it or withdraw its Proposal.

After award of contract:

- a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFQ/P, the term or condition of the Authority's Contract For Professional Services, Exhibit A and/or the Authority's RFQ/P will prevail; and
- b) if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFQ/P in preparing and submitting its proposal. By submitting a Proposal and executing the Fee Schedule, the Proposer accepts and acknowledges the terms of the RFQ/P, including all Addenda and Fee Schedule.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFQ/P.

#### **4.1.1 NON-COLLUSION**

By submitting a proposal, the Proposer certifies as follows:



- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive proposal.
- e. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

**The forms discussed herein and required for submission of a proposal in response to this RFQ/P are available on the web at <https://www.njeda.com/bidding/#REOPP> – “Real Estate Procurement Opportunities” RERFP-000041-NJBC Study, unless noted otherwise.**

#### 4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

A Proposal must contain the following documentation, as noted and should be submitted in one (1) volume and that volume divided into four (4) separate sections with the content of the material labeled and located behind each tab, as indicated below:

#### One Volume

##### Section A (RECOMMENDED SUBMISSION WITH THE BID PROPOSAL)

Cover Letter

##### Section B (MANDATORY SUBMISSION WITH BID PROPOSAL)

Technical Proposal;  
Organizational Qualifications;  
Experience; and  
Miscellaneous Information.

##### Section C (MANDATORY SUBMISSION WITH BID PROPOSAL)

Fee Schedule

##### Section D

Required Compliance Documentation

##### **MANDATORY SUBMISSION WITH THE BID PROPOSAL**

Ownership Disclosure;

##### **RECOMMENDED SUBMISSION WITH THE BID PROPOSAL AND MANDATORY BEFORE CONTRACT AWARD**

Disclosure of Investigations and Other Actions Involving the Bidder;

New Jersey Business Registration Certificate (BRC);  
Disclosure of Investment Activities in Iran;  
Source Disclosure Certification;  
Employee Information Report (Form AA302)/Affirmative Action;  
Small Business Set Aside:  
Set-Aside Information Form;  
Set-Aside Compliance Certificate;  
Small Business Subcontracting Set-aside;

**MANDATORY BEFORE CONTRACT AWARD**

Two-Year Chapter 51/Executive Order 117 Vendor Certification;  
New Jersey Taxpayer W-9 Form;  
Insurance Certificate(s); and  
Subcontractor Utilization Form.

**4.2.1 SECTION A – COVER LETTER**

All Respondents should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFQ/P, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants. Proposer should also describe any potential Conflict of Interest as noted in Section 1.4.9.

**4.2.2 SECTION B - TECHNICAL PROPOSAL, ORGANIZATIONAL AND PERSONNEL QUALIFICATIONS/EXPERIENCE (MANDATORY SUBMISSION WITH BID PROPOSAL)**

In this Section, the Proposer must set forth its understanding of the requirements of this RFQ/P and its ability to undertake the Scope of Work and successfully complete the Contract.

The Proposer shall describe its approach and strategy for accomplishing the work outlined in the Scope of Work. Section 3.0. The Proposer must include information relating to its organization, personnel, subconsultants if any, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Proposer's qualifications, and capabilities to perform the services required by this RFQ/P.

This Section of the proposal must, at a minimum, contain the information identified below.

Submit your Technical Proposal as **Section B** in the following order:

- I. *Management Overview and Technical Approach To Achieve the Scope of Work*
- II. *Description of Proposer's Prior Experience and Qualifications*
- III. *Organization Support & Chart*
- IV. *Key Team Member List*
- V. *Bios/Short Form Resumes of Key Team Members*
- VI. *References (minimum of three (3))*

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Proposal.

**A MORE DETAILED DESCRIPTION OF THE ITEMS REQUIRED IN THE TECHNICAL PROPOSAL FOLLOWS:**

**I. Management Overview and Technical Approach**

- A. *The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format. This narrative should convince the Authority that the Proposer understands the objectives the engagement is intended to meet, the nature of the required services and the level of effort necessary to successfully complete the Contract. This narrative should convince the Authority that the Proposer's general approach and plans to undertake the engagement and complete the Contract are appropriate to the tasks and subtasks involved.*
- B. *The Proposer should include an estimated timeline for undertaking the various components outlined in the Scope of Work.*
- C. *The Proposer should include past work samples similar to the market study analysis outlined in this RFQ/P, demonstrating analysis methodology, tools, validation, and reporting formats (e.g., table of contents, narrative samples, matrices, graphs, etc.) for the Authority's review.*

*Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the Proposer's ability to complete the engagement. The Proposer's response to this section should be designed to convince the Authority that the Proposer's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFQ/P.*

**II. Description of Proposer's Prior Experience and Qualifications**

- A. *The Proposer shall clearly state its skills and experience in a manner that demonstrates its capabilities to complete the Scope of Work, Section 3.0.*
- B. *The Proposer must provide a narrative description, detailing your organization's experience undertaking similar real estate market and life sciences/bioscience or comparable market studies within the past five years, including studies undertaken within New Jersey. Narrative should also include experience of any subconsultants included in your proposal and should note if/how Proposer and subconsultant have worked together on past projects.*
- C. *The Proposer should submit a minimum of two (2) and a maximum of five (5) reference projects for services provided that are similar in size, scope, and specialty expertise. Reference projects should include project description and scope; project location; client entity name (as allowed by confidentiality); dates of services performed; and identify relevancy to this RFQ/P scope. Reference projects should indicate if subconsultant(s) included in your Proposal were also involved.*

**III. Organization Support & Charts**

*The Proposer should provide a contract-specific organization chart, with the names & titles of all the key-team members, also identifying the standardized labor category of each key-team member. For the purposes of this engagement, a “key team member” is identified as having a responsible role in the successful completion of the services requested pursuant to this RFQ/P and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.*

*NOTE: If utilizing a Subcontractor(s)/Subconsultant(s) as a key-team member for this engagement, the “Contract Specific Organization Chart” must identify them as such on the chart and submit a completed Subcontractor/Subconsultant form, found on the Proposer’s Checklist. See Section 4.2.4.12.*

#### **IV. Key Team Member List**

*The Proposer must identify the Lead Consultant for the Contract and provide evidence that the Lead Consultant has a minimum of 8 years real estate market study and analysis experience and knowledge.*

*The Proposer must provide a list of the names and position of key employees, including any subconsultants, who would be assigned to work under this Contract including their estimated time commitment to the project.*

*If the proposal submission includes a “contract specific key-team member” that’s a Subcontractor(s) and/or Subconsultant(s)”, the “Key-Team Member List” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), along with a completed Subconsultant/Subconsultant form submitted. (See Proposer’s Checklist). See Section 4.2.4.12.*

#### **V. Bios and Short Form Resumes of Key Team Members**

*A bio or short form resume for each key-team member must be included, emphasizing relevant qualifications and experience of these individuals to perform the Scope of Work.*

#### **VI. References**

*Proposer’s must provide a minimum of three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.*

#### **4.2.3 SECTION C – FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)**

**NOTE: FEE SCHEDULE IS TO BE UPLOADED SEPARATELY, AS SECTION C AND LABELED, AS SUCH.**

The Proposer must submit the Fee Schedule which includes the Proposer’s Firm Fixed Price for the Scope of Work described in Section 3 and Exhibit C, and All-Inclusive Hourly Rate pricing for the Position Categories listed on the Fee Schedule, using the format set forth accompanying this RFQ/P. No sales tax shall be charged to the Authority, or reimbursed by the Authority, due to the tax-exempt status of the Authority.

Proposers are NOT permitted to alter or change the provided Fee Schedule format designations. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposal being deemed non-responsive.

Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

**IMPORTANT INFORMATION** regarding the Fee Schedule: If the Proposer is uncertain regarding the fees to be indicated on the Fee Schedule or if it intends to assess fees in addition to those indicated herein; it should submit an inquiry during the “*Questions and Answers Period*” designated for this solicitation. Proposers shall not add additional job titles, positions or fees to the Fee Schedule unless specifically added as the result of an addendum issued for this solicitation.

#### 4.2.4 SECTION D – REQUIRED COMPLIANCE DOCUMENTATION PRE & POST PROPOSAL SUBMISSION

SEE BELOW for Compliance Documentation required to be submitted WITH the Bid Proposal (MANDATORY FORM WITH BID PROPOSAL) with signature, if required on the form and ALL other documents required, prior to contract award.

NOTE: Proposers are encouraged to submit ALL compliance documents listed below, with the bid proposal.

##### 4.2.4.1 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete ~~and sign~~ an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A Proposer's failure to submit the completed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a limited partnership, each Ownership Disclosure form must be completed by each general partner. Failure to comply will result in rejection of the proposal.

##### 4.2.4.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (RECOMMENDED FORM WITH BID PROPOSAL-SIGNED)

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. To facilitate the proposal evaluation and contract award process, the Proposer should submit a completed disclosure of Investment Activities form with its proposal.

NOTE: If the Proposer is a limited partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner

#### **4.2.4.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE PROPOSER (RECOMMENDED FORM SUBMISSION WITH PROPOSAL)**

The Proposer should submit the Disclosure of Investigations and Other Actions Involving the Bidder Form, with its Proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the last five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days to a request by the Authority or the Authority may deem the Proposal non-responsive.

See the Proposer Checklist, which includes the Disclosure of Investigations and Other Actions Involving the Vendor form.

#### **4.2.4.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named subcontractors must have a valid New Jersey Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Proposer should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

A Proposer otherwise identified by the Authority as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

A Proposer receiving a contract award as a result of this procurement and any subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

#### **4.2.4.5 SOURCE DISCLOSURE CERTIFICATION**



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. Pursuant to the statutory requirements, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer is required to submit a completed Source Disclosure Form. The Proposer's inclusion of the completed Source Disclosure Form with the Proposal is requested and advised.

#### 4.2.4.5.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

#### 4.2.4.6 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### 4.2.4.7 SMALL BUSINESS SET ASIDE

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFQ/P. Information regarding SBE registration and MBE, WBE and VOB certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<https://www.njportal.com/DOR/SBERegistry/>

There are three (3) forms listed in the RFQ/P to be completed and submitted, prior to contract award. They are Set Aside Information Form-Goods & Services; Set-Aside Compliance Certificate-Goods & Services Contracts, Small Business Enterprise (SBE); and a sample copy of the Monthly Status Report – Goods & Services.

#### 4.2.4.8 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Internal Process Management Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority’s request. Failure to submit the required forms will preclude award of a contract under this RFQ/P, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

#### 4.2.4.9 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT

Effective July 1, 2018, Bidders and contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, P.L. 2018, Ch. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of “public work”). Additionally, any contract that the Authority enters into for “services” imposes reporting requirements by awarded bidders and contractors (falling within the definition of “qualifying services”). Information on the reporting requirement for such “qualifying services” is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

#### 4.2.4.10 NEW JERSEY STATE W-9

Prior to an Award of Contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form.

#### 4.2.4.11 INSURANCE CERTIFICATES

The Contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA)



as an Additional Insured. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFQ/P.

#### **4.2.4.12 SUBCONTRACTOR UTILIZATION PLAN**

All Proposers intending to use a subcontractor(s) must submit a completed Subcontractor Utilization Plan.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals and shall attach to the Subcontractor Utilization Plan documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors, by signing the Signatory Page, the Contractor is automatically certifying that in the event the award is granted to the Contractor's firm and the Contractor later determines at any time during the term of the Contract to engage Subcontractors to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Plan form for approval by the Authority in advance of any such engagement of Subcontractors.

Please see the Proposer Checklist, which includes the Subcontractor Utilization Plan form.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFQ/P shall consist of this RFQ/P, Addenda to this RFQ/P if any, the Proposer's proposal, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFQ/P, any Special Contractual Terms and Conditions of the RFQ/P take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFQ/P.

In the event of a conflict between the provisions of this RFQ/P, including the Authority's Standard Contract – Exhibit A, and any Addendum to this RFQ/P, the Addendum shall govern.

In the event of a conflict between the provisions of this RFQ/P, including any Addendum to this RFQ/P, or the Authority's Contract for Professional Services – Exhibit A and the Proposer's proposal, the RFQ/P and/or the Addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

#### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for one (1) twelve (12) month period with the possibility of two (2), twelve (12) month extension options, 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.

#### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a

replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.

#### 5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by both the Authority and Contractor.

#### 5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. If the RFQ/P permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

#### 5.6 SUBSTITUTION OF STAFF

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate / back-up individual for each position / individual identified in the Proposer's organization chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

#### 5.7 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 Authority and shall be delivered to the Authority upon thirty (30) Calendar Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to Proposer or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, 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 the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Proposer anticipate bringing pre-existing intellectual property into the Project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the Proposer identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract.

## 5.8 SECURITY AND CONFIDENTIALITY

### 5.8.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The Authority reserves the right to obtain or require the Contractor to obtain at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the

Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### 5.8.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

a) The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b) By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c) A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d) The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e) In the event that the Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f) In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information.

g) Notwithstanding the requirements of nondisclosure described in these Sections 5.8.1 and 5.8.1.1, 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 Authority, if the Authority

determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.8.1.1(e), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.8.1.1(f), or if the Authority is unsuccessful in defending its rights as described in Section 5.8.1.1(f).

## 5.9 NEWS RELEASES

The Contractor 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 Authority.

## 5.10 ADVERTISING

The Contractor shall not use the Authority's 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 Authority.

## 5.11 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Authority with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its proposal.

## 5.12 CLAIMS AND REMEDIES

### 5.12.1 CLAIMS

All claims asserted against the Authority by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### 5.12.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the Authority of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Chief Executive Officer (CEO) or his/her Authority designated representative for such matters.

### 5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Professional Services Authority's Standard Contract, Exhibit A, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the Authority by the defaulting contractor, or take any other action or seek any other remedies available at law or in equity.

## 5.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Authority Designated Contract Manager.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the Authority Designated Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFQ/P. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Complete documentation, confirming the need for the additional work, must be submitted.

No additional work and/or special project may commence without the Authority's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Authority's written approval, it shall be at the Contractor's sole risk. The Authority shall be under no obligation to pay for work performed without the Authority's written approval.

#### **5.14 INDEMNIFICATION**

The indemnification provisions set forth in the Authority's Contract For Professional Services, Exhibit A, shall prevail.

#### **5.15 FORM OF COMPENSATION - INVOICING / PAYMENT:**

The Contractor will submit invoices to the Authority, upon the completion of each approved project component, as may be further outlined in the Contract for Professional Services, once the authorized, completed work is approved by the Authority's Designated Contract Manager. A 10% retainage will be held from each invoice until completion of and payment for the full Scope of Work/final report or subsequent completed project Task Orders as may be applicable.

Invoices submitted for payment must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and

conditions of this RFQ/P and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;

At a minimum, invoices must include:

- C. A description of the project task or subtask services for the invoice timeframe;
- D. Each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- E. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The Authority considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Services / Deliverables" and any additional services, as indicated in the RFQ/P.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Authority reserves the right to waive minor irregularities. The Authority also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

### **6.2 AUTHORITY'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Authority reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so. The Authority shall have the power to award orders or contracts to the Proposer best meeting all specifications and conditions.

### **6.3 AUTHORITY'S RIGHT TO INSPECT BIDDER'S FACILITIES**

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.

The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

### **6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION**

The Authority reserves the right to request all information which may assist it in making a contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the contract. Further, the Authority reserves the right to request a Proposer to explain, in detail, how the proposal price was determined.

**6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority’s staff, management, and possibly non-voting members from other State agencies and/or industry Subject Matter Experts (SME’s). Only Authority staff will evaluate, score and rank proposals received in response to this RFQ/P, and the criteria established herein.

**6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the Authority as noted below, Proposer contact with the Authority is still not permitted.

After the proposals are reviewed, one, some or all of the Proposer’s may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Authority concerning its proposal.

Proposer(s) may not attend the oral presentations of their competitors.

It is within the Authority’s discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a proposal. The Real Estate Division will be the sole point of contact regarding any request for an oral presentation or clarification.

**6.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

**6.7.1 EVALUATION CRITERIA**

Criteria	Criteria Weight
Personnel: The demonstrated qualifications and overall experience of the Proposer’s planning, management, supervisory and other key personnel along with any subconsultants to be assigned to the Contract, including the percentage level of direct involvement of the to-be-assigned personnel to perform the Scope of Work.	25%



Proposer Experience: The Proposer company's documented experience (1) providing the requisite services on projects of similar size and complexity and (2) implementing contracts of a similar scope related to the work required by this RFQ/P. Also indicate any subconsultant's experience on projects of similar size and complexity.	25%
Ability of Proposer to Complete the Scope of Work: Proposer's understanding, detailed approach, plans and ability to successfully perform the required services in Section 3.0 - Scope of Work of this RFQ/P, as demonstrated by its Proposal.	20%
The Proposer's "Fee", as determined by the Fee Schedule for the services to be provided.	30%

### 6.7.2 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

### 6.7.3 EVALUATION OF THE PROPOSALS

The Evaluation Committee considers and assesses price, Proposer's qualifications and experience, and other factors during the evaluation process.

### 6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the Internal Process Management's Procurement department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the Authority's Real Estate Division may invite one Proposer or multiple Proposers to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original proposal will be rejected as non-responsive and the Authority will revert to consideration and evaluation of the Proposer's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Real Estate Development Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Authority.

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price proposal in response to this RFQ/P since the Authority may, after evaluation, make a contract award

based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

All contacts, records of initial evaluations, any correspondence with Proposer related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until approved by the Board and a Conditional Notice of Intent to Award a contract is issued.

**NOTE: If the Authority contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each Proposer will be publicly announced at the proposal submission opening.**

## **6.9 RECOMMENDED AWARD**

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFQ/P, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 above, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

## **6.10 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a Contractor selection (an award) by the Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Contractor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the preliminary "*Hearing Officer Report*" to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any "*Exceptions to the Hearing Officer's Report*" and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final "*Hearing Officer Report*" which will be sent with any "*Exceptions to the Hearing Officer's Report*" to either the Authority's Board or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. The Authority's Board of Directors or Chief Executive Officer will review the final "*Hearing Officer Report*" and the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a final decision regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer,

to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded.

## **7.0 CONTRACT AWARD**

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFQ/P, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good", on a scale of 1-5 with 5 being the highest rating. The Authority shall be under no obligation to make an award to an entity which does not achieve this minimum scoring threshold.

Award of a contract for the services outlined in this RFQ/P will be subject to the selected entity entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of "*Contract for Professional Service*", attached to this RFQ/P as *Exhibit A*. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract, **only during the Question and Answer period described in Section 1.3.1 above.**

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the Authority by submitting its own separate and distinct company "*Standard Terms and Conditions*", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" with the proposal, as they will not be considered.

**IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFQ/P process, unless submitted during the "Questions and Answers Period". Exceptions taken in the proposal submission, subsequent to the expiration of the Question and Answer period, will result in rejection of the Proposer's submission.**

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (*Exhibit A*).

Any proposal submitted in response to this RFQ/P will be considered a firm Offer by the responding Proposer to perform the Scope of Work, as outlined in the RFQ/P and specimen contract. By submitting an Offer in response to this RFQ/P, the responding Proposer agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

Acceptance of a proposal and award of a contract is subject to the approval of the Authority's Board, if applicable.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER**

The Authority's Designated Contract Manager is the employee responsible for the overall management and administration of the contract.

The Authority's Designated Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Authority's Designated Contract Manager's name, department, address, telephone number, and e-mail address.

#### **8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES**

The Authority's Designated Contract Manager will be responsible for engaging the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

If the contract has multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the contract for all departments, while other employees engage and pay the Contractor. All persons and departments that use the contract must notify and coordinate the use of the contract with the Authority's Designated Contract Manager.