



# Request for Qualification #2024-RFQ-226

## FOR: PROFESSIONAL LAND SURVEYING SERVICES – GEOGRAPHIC REGIONS

Event	Date	Time
<b>Bidder’s Electronic Question Due Date</b> (Refer to <a href="#">Section 1.3.1</a> of this RFQ for more information.)	March 3, 2025	1:00 PM ET
<b>Qualification Submission Date</b> (Refer to <a href="#">Section 1.3.6</a> of this RFQ for more information.)	March 26, 2025	1:00 PM ET

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

Designation	Status	Category		
<b>Small Business Set-Aside</b>	Not Applicable	<input type="checkbox"/>	Not Applicable	X
	Entire Contract	<input type="checkbox"/>	I	<input type="checkbox"/>
	Partial Contract	<input type="checkbox"/>	II	<input type="checkbox"/>
	Subcontracting Only	<input type="checkbox"/>	III	<input type="checkbox"/>
<b>Disabled Veteran-Owned Business Set-Aside</b>	Not Applicable	X		
	Entire Contract	<input type="checkbox"/>		
	Partial Contract	<input type="checkbox"/>		
	Subcontracting Only	<input type="checkbox"/>		

**RFQ Issued By:**

New Jersey Economic Development Authority  
 Procurement  
 36 West State Street, PO Box 990  
 Trenton, NJ 08625-0990  
 Main Reception Desk–Telephone: 609-858-6700

**Date:** 2/18/2025

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Exhibits:

- Exhibit A: Authority's Contract for Professional Services
- Exhibit B1: Task Order Request Form
- Exhibit B2: Conflict of Interest Certification Statement
- Exhibit B3: TOR Vendor Response Form
- Exhibit C: Fee Schedule
- Exhibit D: Professional Services Qualifications Statement (PSQS)
- Exhibit E: Signatory Page
- Exhibit F: Bidder's Checklist
- Exhibit G: Rider for Purchases Funded by Federal Funds (Informational Only)
- Exhibit H: EO 166 (Informational Only)

**1.0 INFORMATION FOR BIDDERS**

This Request for Qualifications (RFQ) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Qualifications (the response to the Request for Qualification, fee/price schedule, PSQS, compliance forms, and any attachments) for Professional Land Surveying Services – Geographic Regions.

## **1.1 PURPOSE AND INTENT**

In support of its development, revitalization and rehabilitation projects, the New Jersey Economic Development Authority’s Real Estate Development Division periodically requires professional land surveying of residential and/or commercial properties located in both urban and suburban areas, relative to Authority-owned real estate and to existing and future development projects located throughout the State. The provision of services shall be requested on an as needed basis via Task Order Request (TOR) for each surveying assignment. Similarly, other Authority Departments may require Professional Land Surveying Services, as described herein, as part of the due diligence process land/property valuation, relative to applicants for one (1) or more of the Authority’s programs and initiatives.

For purposes of this RFQ, all work performed under the resulting contracts shall be in accordance with the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM) Land Title Surveying requirements, with no exceptions.

The intent of this RFQ is to award up to six (6), three (3) year contracts, with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, if deemed necessary by the Authority and dependent upon funding, to those eligible and responsible Bidder(s) whose Qualification(s), conforming to this RFQ are most advantageous to the Authority, price and other factors considered.

A maximum of three (3) contracts shall be awarded to Professional Land Surveying firms in each of the two (2) geographic regions comprising: Northern Region counties and Southern Region counties.

For purposes of this RFQ, the two (2) geographic regions are designated in an attempt to take into consideration variables such as population density, proximity between locations / cities, travel time, likelihood of need for services, etc. As it relates to the requisite services, the geographic regions are defined as follows:

### **A. NORTHERN REGION:**

The Northern Region shall be defined as encompassing the following counties:

1. Bergen;
2. Essex;
3. Hudson;
4. Hunterdon;
5. Middlesex;
6. Monmouth;
7. Morris;
8. Passaic;
9. Somerset;
10. Sussex;
11. Union; and
12. Warren

### **B. SOUTHERN REGION:**

The Southern Region shall be defined as encompassing the following counties:

13. Atlantic;
14. Burlington;
15. Camden;
16. Cape May;
17. Cumberland;
18. Gloucester;
19. Mercer;
20. Ocean; and
21. Salem

Bidders may offer a Qualification for one (1) or both of the two (2) geographic regions noted above. Interested firms, meeting the qualifications and requirements as described herein, shall submit a Professional Services Qualifications Statement (PSQS) – and the Qualification Firm shall have served as the Surveyor of Record on all submitted, representative projects indicated in the PSQS; and shall submit a Qualification and Fee Schedule to supply Professional Land Surveying Services – and the Proposing Firm must demonstrate it has at least one (1) New Jersey-licensed Surveyor on staff at the time of Qualification submission.

The Bidder's signature on its Qualification indicates that it is currently staffed with an adequate number of technically qualified and licensed staff deemed necessary to provide Professional Land Surveying Services within each of the counties identified in the geographic region for which it is offering a Qualification.

In accordance with applicable law, the Authority reserves the right to award in total or in part and reject any and all Qualifications when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contract for Professional Services, please refer to Exhibit A, is in addition to the Terms and Conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

Pursuant to N.J.S.A. 52:32-60.1, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealing with businesses associated with Belarus or Russia, a Bidder must certify prior to executing a newly awarded Contract it is in compliance with the requirements of N.J.S.A. 52:32-60.1. This is satisfied by submitting the form referenced in this RFQ Section 4.2.3.18. For additional information, please reference: [https://www.njleg.state.nj.us/Bills/2022/A3500/3090\\_11.HTM](https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM)

**BIDDER'S NOTICE:** Pursuant to N.J.A.C. 17:27 et seq., prior to the award of a Contract, businesses must submit an active copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. This is satisfied by submitting the information referenced in this RFQ Section 4.2.5.5. For additional information, please reference: [https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

## **1.2 BACKGROUND**

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 billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

This Solicitation is a reprourement of the professional land surveying services procured by the 2022-RFQ-046, Professional Land Surveying Services. Vendors are cautioned that this new Solicitation addresses the Authority's current requirements.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

The subject line of the e-mail should state:

QUESTIONS-2024-RFQ-226 – PROFESSIONAL LAND SURVEYING SERVICES –GEOGRAPHIC REGIONS

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ and should begin by referencing the RFQ page number and section number to which it relates;
- B. A Bidder must not contact the Authority's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFQ **prior to the final award**. Any contact made outside of emailing inquiries via [QARED@njeda.com](mailto:QARED@njeda.com) will result in disqualification of the Bidder's Qualification;
- C. All Questions received and Answers given in response to this RFQ 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/> as a separate file attachment, or incorporated into a revised RFQ, after the cut-off date for electronic questions and inquiries indicated on the RFQ cover sheet; and
- D. Any Amendment to this RFQ will become part of this solicitation and part of any Contract awarded as a result of this RFQ.

#### **1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES**

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Bidder during this Electronic Question and Answer Period** and should contain the Bidder'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 and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFQ and/or Contract submitted with the Qualification, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Bidder's Qualification.

#### **1.3.2 PRE-QUALIFICATION CONFERENCE**

Not applicable to this procurement.

### 1.3.3 SITE VISIT

Not applicable to this procurement.

### 1.3.4 PROJECTED MILESTONE DATES

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

Q&A Period Ends:	Monday, March 3, 2025 1:00p.m. ET
If required, Addendum:	Wednesday, March 12, 2025
Qualifications Due:	Wednesday, March 26, 2025 on or about 1:00p.m. ET
Estimated Contract Start:	June 2025

### 1.3.5 TIMELY SUBMISSION OF QUALIFICATION QUALIFICATIONS - ELECTRONIC OR HARD COPY

In order to be considered for award, the Qualification must be received by the Authority at the appropriate location by the required time. Qualifications not received prior to the Qualification opening deadline, as indicated on the RFQ cover sheet, shall be rejected. If the Qualification submission due date has been revised, the new submission due date RFQ will be posted RFQ on the Authority's website.

Note: The technical and cost proposal stage of the award process and ranking and weighting will be done during the TOR process.

Bidders should submit a complete, ELECTRONIC Qualification (RECOMMENDED), in "read only" PDF file format using Adobe Acrobat Reader software that must be accessible and viewable by Authority evaluators. Bidders should ensure the submitted file(s) do not contain password-protection.

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

EACH electronically uploaded file (Qualification, Attachment Submittals, etc.) submission, should follow the following format: "(Bidder's Company Name) - Bid Submission-202X-RFQ-XXX RFQ Title, and the (file/document title)"

All RFQ electronic Qualification documents must be uploaded to the Authority's ShareFile system via:

<https://njeda.sharefile.com/r-rec4eed30055a44bd9274303fbedfaed5>

**It is highly recommended that the Bidder initiate the upload of the Qualification a minimum of four (4) hours prior to the Qualification 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 may be directed to [QARED@njeda.com](mailto:QARED@njeda.com).

**NOTE: Any bids received after the date and time specified shall not be considered.** All Qualification submissions, once opened, become the property of the Authority and cannot be returned to the Bidder. If a Bidder uploads multiple documents, the NJEDA will only consider the last timely submitted version of the document uploaded, provided it is uploaded by the stated deadline.

### 1.3.5.1 ELECTRONIC SIGNATURE

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Bidders submitting Qualifications electronically, as signatory



to the documents, may sign the forms listed in Section 4.2.3 (Required Compliance Documentation) of this solicitation, electronically, and agree to be bound by the electronic signatures. 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, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the "Fill & Sign" "Stamps-Dynamics" or "Certificates" within the "Tools" ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

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

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

This practice applies only to Qualifications submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

#### **1.3.5.2 HARD COPY QUALIFICATION SUBMISSION**

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

JULIE MCGOWAN  
SENIOR PROCUREMENT OFFICER  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
36 WEST STATE STREET  
PO BOX 990  
TRENTON NEW JERSEY 08625-0990

Directions to the Authority's Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

The exterior of all Qualification packages is to be clearly labeled with the Qualification title, bid opening date and time, and the Bidder's Name and Address:

2024-RFQ-226 – PROFESSIONAL LAND SURVEYING SERVICES – GEOGRAPHIC REGIONS  
3/26/2025 on or about 1:00 p.m. ET

Submit one (1) ink signed, original hard copy Qualification with all the required documentation and signatures in ink, and one (1) copy marked "COPY".

Bidders submitting Qualifications in hard copy format must provide forms with original, physical signatures; otherwise the Qualification may be deemed non-responsive.

Qualifications submitted by facsimile will not be considered.

**ANY QUALIFICATION 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 Bidder using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Qualifications since the U.S. Postal Service does not deliver directly to the Authority.

Bids will be publicly opened in the Authority's Board Room, located in the Trenton Office, 36 West State Street, Trenton NJ 08625, and the name and city of the business will be announced.

Any Qualification received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

#### **1.4 ADDITIONAL INFORMATION**

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

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

ALL RFQ ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST LOCATE THIS QUALIFICATION NUMBER AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Bidders should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFQ issuance through the Qualification submission opening. Addendum will be issued pursuant to the Authorities policies and procedures.

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

##### **1.4.2 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a Qualification in response to this RFQ. No special consideration will be given after Qualifications are opened because of a Bidder's failure to be knowledgeable as to all requirements of this RFQ solicitation.

##### **1.4.3 COST LIABILITY**

The Authority assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Qualification in response to this RFQ solicitation.

##### **1.4.4 CONTENTS OF QUALIFICATION – 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 Qualification submission opening, all information submitted by Bidder in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFQ contains a negotiation component, the Qualification will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Qualification, 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 Qualification 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 Qualification 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 Bidder 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 Bidder accordingly. **The Authority will not honor any attempt by a Bidder to designate its entire Qualification as proprietary, confidential and/or to claim copyright protection for its entire Qualification.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder's assertion of confidentiality with which the Authority does not concur, the Bidder 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.

#### **1.4.5 QUALIFICATION SUBMISSION ANNOUNCEMENT**

On the date and time Qualifications are due under the RFQ, only the names and addresses of the Bidder(s) submitting Qualifications will be publicly announced and the contents of the Qualifications 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 Qualification submissions, once publicly opened, become the property of the Authority and cannot be returned to the Bidder.

#### **1.4.6 QUALIFICATION ERRORS – BEFORE & AFTER BID OPENING**

A Bidder(s) may withdraw its Qualification as described below:

A Bidder(s) may request that its Qualification be withdrawn prior to the Qualification submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: [QARED@njeda.com](mailto:QARED@njeda.com), with a reference to company name, RFQ number, RFQ Title, a Qualification identifier if one was applied, Qualification submission date, and method of Qualification submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Bidder withdraws its Qualification in person, a business card and proper identification must be presented. Qualifications withdrawn will be returned to the Bidder unopened.

If the withdrawal request is granted, the Bidder(s) may submit a revised Qualification as long as the Qualification is received prior to the announced date and time for Qualification submission and at the place specified.

If, after the Qualification submission opening but before Contract award, a Bidder(s) discovers an error in its Qualification, the Bidder(s) may make a written request to the Procurement Department for authorization to withdraw its Qualification from consideration for award. Evidence of the Bidder'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 Qualification would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Qualification. After the Qualification submission opening, while pursuant to the provisions of this section, the Bidder may

request to withdraw the Qualification and the Authority may, in its sole discretion allow the Bidder to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Bidder(s) and take those prior requests to withdraw into consideration when evaluating the Bidder(s) future bids or Qualifications.

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the Qualification, the Procurement Department may seek clarification from the Bidder(s) to ascertain the true intent of the Qualification.

#### **1.4.7 JOINT VENTURE**

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

Bidders 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 specifications, exhibits or attachments shall be read as though the words are stricken and removed.

#### **1.4.8 SUBCONTRACTORS/SUBCONSULTANTS**

For purposes of this RFQ, the Authority will consider Qualifications submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting Contract.

See Bidder's Checklist – Subcontractor Utilization Form, complete and submit, if applicable.

The Awarded Vendor 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 Awarded Vendor is responsible for the acts and omissions of persons directly employed by the Awarded Vendor.

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

Bidders should note that the Awarded Vendor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid "Business Registration Certificate", as further detailed in "Section 4.2.4.5 Compliance – Business Registration Certificate" of this RFQ. Additionally, the Awarded Vendor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

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

#### **1.4.9 CONFLICT OF INTEREST**

Bidder must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting 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 and any personnel assigned to work on the Authority's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Bidder must disclose such potential conflicts in the Qualification. 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.

#### **1.4.10 QUALIFICATION ACCEPTANCES AND REJECTIONS**

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any Contract awarded or order placed as a result of this RFQ.

**Addendum** – Written clarification or revision to this RFQ 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 or BAFO** – Pricing submitted by a Bidder upon invitation by the Authority after Qualification opening, with or without prior discussion or negotiation.

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

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

**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, any addendum to this RFQ, and the Bidder's Qualification submitted in response to this RFQ, as accepted by the Authority.

**Contractor** – The Bidder/Bidder awarded a Contract resulting from this RFQ.

**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.

**Director** – The Director of Procurement, New Jersey Economic Development Authority.

**Disabled Veterans' Business** – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

**Disabled Veterans' Business Set-Aside Contract** – means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

**Evaluation Committee** – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Qualifications submitted in response to this RFQ and to recommend a Contract award to the CEO and/or the Board of Directors.

**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.

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

**No Charge** – The Bidder will supply an item on a price line free of charge.

**Procurement** – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

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

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

**Retainage** – The amount withheld from the Contractor’s payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

**Revision** – A response to a BAFO request or a requested clarification of the Qualification.

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

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

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

**Small Business Set-Aside Contract** – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-19.

**State** – The 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/Subconsultant. The Subcontractor/Subconsultant has no legal relationship with the Authority, only with the Contractor.

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

**TOR (Task Order Request)** – A Contract that provides for the issuance of Task Order Requests for the performance of tasks or services that were anticipated but not specified within the original scope of work. When tasks or services are necessary, a TOR is a written description of the task or service for which Qualifications and quotes for the TOR will be solicited.

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to the Authority pursuant to the terms of the Contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Unit Cost or Unit Price** – All inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

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

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

### **2.1.1 CONTRACT-SPECIFIC DEFINITIONS**

**American Congress on Surveying and Mapping (ACSM)** - The American Congress on Surveying and Mapping was an American professional association representing the interests of those engaged in measuring and communicating geospatial data.

**American Land Title Association (ALTA)** - The American Land Title Association is the national trade association representing more than 6,400 title insurance companies, title and settlement agents, independent abstracters, title searchers and real estate attorneys.

**National Geodetic Vertical Datum (NGVD)** - it was created for vertical control surveying in the United States. This datum was used to measure elevation above (altitude) and depression below (depth) mean sea level.

## **3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR**

The Scope of Work is intended as a guide to help Bidders understand the Contract requirements.

Bidders' Qualifications must demonstrate meeting the following minimum requirements to be eligible for consideration of Contract award.

A Contractor shall be ready to provide the following services, including all personnel, materials and equipment necessary to complete the tasks, described herein on Contract effective date.

### **3.1 PROFESSIONAL LAND SURVEYING SERVICES**

At a minimum, the Contractor shall provide the following deliverables, in accordance with respective industry-accepted criteria, practices and methodologies for Professional Land Surveying Services and shall comply with all American Land Title Association/American congress of Survey and Mapping ("ALTA / ACSM") survey requirements, and perform the tasks indicated herein:

- A. All necessary fieldwork;



- B. File research;
- C. Office work; and
- D. Coordination with the Authority's title company, if applicable, (hereinafter the "Title Company") in order to compile boundary, topographic, and Utility Survey data fully describing the respective site.

The Contractor shall develop Boundary Surveys and Topographic/Utility Surveys for the respective Site.

### **3.2 BOUNDARY SURVEY PLAN**

The Contractor shall research all available records of deeds, easements, plans of survey, right-of-way ("ROW") maps, utility company maps, and all federal, State, county and city / municipal records and any other appropriate documents, as necessary, to fulfill the requirements of the Boundary Survey.

The Contractor shall prepare and submit the Boundary Survey Plan for the Site to the Authority's Designated Contract Manager within the timeline set forth in the Task Order Request (TOR).

The Contractor shall prepare the Boundary Survey Plan which, at a minimum, shall include, and / or indicate, the following:

- A. The entire Site at a scale of 1" - 50' or other scale as approved in advance by the Authority's Designated Contract Manager;
- B. Depict all individual tax blocks and tax lots that comprise the entire Site, and all adjoining rights-of-way to fully delineate and describe the property boundary, including, but not limited to, the delineation and description of any individual internal tax lots;
- C. Show metes and bounds for the entire Site and all individual internal tax lots;
- D. Show all structures, buildings, pavement areas, existing easements and street rights-of-way, on the Site;

- E. Show distances between structures and/or buildings and the property and lot lines, at their closest points. The distances shown on the Boundary Survey Plan shall have been field measured;
- F. Identify all owners of record and the acreage of each individually owned property within the Site;
- G. Identify all adjoining property owners of record;
- H. Calculate all acreage to one one-hundredth (0.01) of an acre;
- I. Calculate all lot areas in acres and square feet;
- J. Show all current tax block and lot numbers for all lots within the Site and for all adjoining properties;
- K. Both the Boundary Survey Plan, and all horizontal control and datum, shall be presented in the New Jersey State Plane Coordinate System ("NJSPCS") NAD 1983. State Plane Coordinates shall be provided for all external property corners;
- L. Delineate and describe all utility easements and rights-of-way within the Site and within 100 feet of the Site boundary, or within such additional distance as may be required by local subdivision or land development ordinance;
- M. Show all street names, ROW lines and ROW widths. A location or key map, north arrow and the appropriate graphic scale must be included on the final Boundary Survey Plan;
- N. Indicate the location and description of all of the Site's property corners. The exact location of all property corners shall be marked in the field by iron pins, drill holes, or other suitable recoverable marker. For this purpose, the Contractor shall use any existing monuments and, if necessary, shall establish a new, permanent concrete or brass monument;
- O. Prepare a certified metes and bounds description for the entire Site and for each individual property that may comprise the Site; and
- P. The Boundary Survey Plan shall be certified to the Authority, and the Title Company (if applicable), and any other entity, if requested by the Authority, and to the designated attorney representing the Authority during the transaction. In the event that additional sets of the Boundary Survey Plan are required, the Contractor may indicate its fee (if any) to provide additional sets as may be required.

### **3.3 TITLE SEARCHES**

The Authority will order a Title Search for all properties within the Site, which shall identify and describe any and all encumbrances of any kind. Copies of the completed Title Search will be provided to the Contractor in a timely manner by the Authority's Designated Contract Manager to enable the Contractor to achieve the due date for completion.

The Contractor shall coordinate such activity with the Authority, as necessary to complete the final Boundary Survey Plan within the due date as set forth in the Task Order Request. The final Boundary Survey Plan will delineate and describe any and all encumbrances of any kind, and any additional pertinent information revealed by the title search.

In the event the Title Company, if any, has not produced a report of title at the time these survey services are due, the Contractor shall proceed with the survey based on its research of information available from appropriate municipal and / or County records, and shall confirm such information in a supplement to the final Boundary Survey Plan, once the formal report of title becomes available. The Contractor shall be required to certify the Boundary Survey Plan in a timely manner to the Authority's Designated Contract Manager for the title insurance company.

### **3.4 TOPOGRAPHIC / UTILITY SURVEY PLAN**

The Contractor shall perform all field survey measurements necessary to develop a Topographic / Utility Survey Plan.

All horizontal control shall be presented by the Contractor in the NJSPCS.

Vertical datum; shall be National Geodetic Vertical Datum ("NGVD") NAVD 1988 compliant, and most recent federal and State updates, as applicable.

The Contractor shall prepare the Topographic / Utility Survey Plan which, at a minimum, shall include the following:

- A. A topographic plan of the Site at a scale of 1"=50' or other appropriate scale as requested by the Authority. This plan shall show all Site topographic features, including, but not limited to, utilities, structures / buildings, pavements, slabs, vegetation and surface materials;
- B. Show all contours on a one (1) foot contour interval;
- C. Provide spot elevations, as necessary within the Site at locations of structures, pavements, high and low points of elevation and other appropriate points, in order to accurately document elevations of the Site's surface and subsurface features;
- D. Shall extend to 100 feet beyond the Site or to such additional distance as may be required by local subdivision or land development ordinances, where practical; and
- E. Include accurate locations of any and all utilities, such as:
  1. Water lines;
  2. Storm sewer;
  3. Sanitary sewer;
  4. Gas mains;
  5. Telephone and underground electric lines;
  6. Utility poles with identity numbers and street lights;
  7. The size of all such lines;
  8. The respective type of material construction (i.e. RCP, DIP, and PVC); and
  9. Accurate location of all:
    - i. Manholes;
    - ii. Catch basins;
    - iii. Chambers;
    - iv. Culverts;
    - v. Utility vaults;
    - vi. Valve boxes;
    - vii. Hydrants;
    - viii. Headwalls; and

- ix. Any other features/structures related to utilities.

The Contractor shall provide surveyed elevations of all invert, top of grate / casting, outfall inverts and top of headwall associated with the above-mentioned features / structures, where accessible. Any sewers containing combined sanitary and storm sewer flows shall be noted as such.

The final Topographic / Utility Survey Plan shall include pertinent data from the Boundary Survey Plan. This shall include at a minimum, the following:

- A. Individual tax lot line and description;
- B. Area calculations;
- C. Easements;
- D. Street right-of-way lines and descriptions;
- E. Street names; and
- F. Tax lot numbers.

The Contractor shall provide the Topographic / Utility Survey Plan in a digital format AutoCAD Version 2016 (DXF or DWG file) or greater. Survey information shall be layered to facilitate its use as a base map for geotechnical and environmental investigations of the Site, as well as for subsequent architectural and design phases of the project.

### **3.5 USE OF AERIAL PHOTOGRAPHY**

The Contractor may use topographic mapping prepared via aerial photography at a scale sufficient to accurately produce the required Topographic / Utility Survey Plan. The Contractor proposes to utilize existing aerial photographs to which it has full ownership; the existing aerial photographs shall not have been taken more than one (1) year prior to the Authority's issuance of the Notice to Proceed for the project-specific TOR.

The Contractor shall verify the existence of all structures indicated by the aerial photography, above or below ground, prior to commencement of the survey. The location of all building corners, permanent structures and the like, shall be field verified and relayed on to the Topographic / Utility Survey Plan.

### **3.6 FORMAT / MANNER OF DELIVERY / REPORTING**

The Contractor shall deliver the written, documented work in the following format:

- A. All Work shall be provided on certified, reproducible vellums as well as AutoCAD Version 2016 (DXF or DWG file) or greater compact disks of the Boundary Survey Plan and Topographic / Utility Survey Plan;
- B. Six (6) sets each of signed and sealed prints of the final Boundary Survey Plan and the final Topographical / Utility Survey Plan;
- C. All survey plans shall be signed and sealed by a New Jersey-licensed Professional Surveyor; and
- D. Six (6) signed and sealed, certified, written boundary descriptions of the overall Site and of each individual property that may comprise the Site.

If the Authority has authorized the use and submission of aerial photography, the Contractor shall provide the following:

- A. Provide one (1) set of 8" x 8" contact prints of any aerial photography used to prepare the Topographic Base Map, if required by the Authority; and
- B. Provide two (2) color aerial photographs of the Site at a resolution suitable to produce a 30" x 42" presentation poster board for later use at public meeting, if required by the Authority.

### **3.7 AUTHORITY REVIEW AND APPROVAL**

Throughout the term of the Contract, and any extensions thereto, all work performed, and Deliverables submitted by the Contractor shall be subject to the final approval and acceptance of the Authority's Designated Contract Manager and/or his/her designee.

The Authority, in its sole discretion, shall determine whether such Work and / or Deliverable(s) meets its business operational requirements. Contractors must perform all work under the resulting contract in accordance with the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM) Land Title Surveying requirements.

The Authority's review and approval regarding acceptability may include, but is not limited to:

- A. The Contractor's ability to meet the Authority's Task Order Request due date; and
- B. The accuracy of the Deliverable with respect to meeting the requirements of the project-specific Task Order Request.

### **3.8 TASK ORDER REQUEST (TOR)**

During the term of the contracts, the Authority may issue a Task Order Request (TOR), Exhibit B1, to the qualified firms, specific as to the above Sections 3.1 through Section 3.8 pertaining to the Professional Land Survey Services. The Contractors will be required to respond to the TOR describing its strategy in completing the services required as follows:

- A. The assignment of a TOR must be shared amongst the list of Contractors (i.e., a pool of potential Contractors who were pre-qualified via an RFQ process to receive this particular TOR).
- B. If mutual agreement on the cost estimate cannot be reached, the Authority will issue a TOR to the next Contractor. If the secondary Contractor's cost estimate is the same as or more than that of the Contractor to which the initial TOR was issued, the Authority will go back to the initial Contractor. If the secondary Contractor's cost is below that of the initial Contractor, the TOR will be issued to the secondary Contractor.
- C. The TOR, Exhibit B1, will specify any required deadlines. The TOR will state on a project-by-project basis, the deadline / due date for completion requirements for the specific Professional Land Surveying assignment, based on the Authority's business needs and the established timelines of the overall project. Timelines shall be developed with the Contractor and approved by the Authority's Designated Contract Manager.
- D. The TOR will state to whom at the Authority the TOR response should be addressed.

- E. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority’s Designated Contract Manager within three (3) business days.
- F. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority’s Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor’s submitted Fee Schedule. 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.
- G. 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.
- H. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.
- I. No work may begin until the Authority issues a written notice to proceed to the Contractor.

It is the Professional Land Surveying Firm’s responsibility, based on its industry knowledge and expertise, to accurately assess the costs associated with managing and providing the requisite services. Conversely, if the Professional Land Surveying Firm finds that the services can be completed satisfactorily, at a lower cost than originally assessed; the Professional Land Surveying Firm is bound to pass that cost reduction through to the Authority. 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.

### **3.9 FREQUENCY OF SERVICES**

The NJEDA will provide TORs to the qualified vendors based on the awarded region and firms work capacity.

Based on the overall project deadlines, it is expected that the successful Firm, in limited instances, may be required to provide the requisite services outside of normal business hours (i.e. “*After-Hours Work*”), to accomplish the schedule and dates indicated in its project-specific cost proposal. For purposes of this RFQ, “*normal business hours*” are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of holidays. In these limited instances in which “*After-Hours Work*” is required; qualified staff must be available outside of normal business hours, as needed. **Interested Firms should consider the need for such work to be performed outside of normal business hours and include such costs when preparing its “Fee Schedule”.** Bidders should note that it is the Authority’s intent to minimize these instances for work performed outside of normal business hours, whenever possible. The EDA shall approve all “*After-Hours Work*” prior to any work being performed outside of normal business hours.

#### **3.9.1 RESPONSE OUTSIDE OF NORMAL BUSINESS HOURS / ON HOLIDAYS**

In an effort to maximize the availability of the requisite Professional Land Surveying Services, the Bidder will be required to perform the Work Monday through Friday, during or outside of Normal

Business Hours (8:00 AM and 5:00 PM) with the exception of holidays. For purposes of this RFQ, those holidays which are excluded from the requisite services are:

- New Year's Day;
- Good Friday;
- Memorial Day;
- Fourth of July;
- Labor Day;
- Thanksgiving Day; and
- Christmas Day

The Bidder and its staff shall not be required to perform the Work and provide the requisite Professional Land Surveying Services on the holidays indicated above.

### **3.9.2 INITIAL ORGANIZATIONAL MEETING**

The successful Bidder may be required to attend an Initial Organizational Meeting with the Authority's Real Estate Development Division management and designated staff members, as well as any other staff members as may be deemed appropriate, to review the overall expectations, exchange contact information, etc.

This meeting will be held at the Authority's office located at 36 West State Street, Trenton, NJ. The Authority, in its sole discretion, may permit certain, limited staff members of the Bidder to participate via teleconference, should travel to the Authority's offices be prohibitive. The Authority, in its sole discretion, shall determine the appropriateness of teleconference participation.

It is expected that this meeting will be held within five (5) business days from the execution of the Contract, or as scheduled by the Authority, and will encompass approximately two (2) hours. The purpose of this Initial Organizational Meeting is to allow the Bidder (and any staff assigned to perform the Work against the resulting Contract) the opportunity to meet with the Authority's key staff members who are responsible for managing the Contract and for overseeing various aspects of the project-specific work, to gain a more clear understanding of performance expectations. The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority's staff.

At a minimum, the Bidder shall ensure that the following individuals shall be in attendance at the Initial Organizational Meeting:

- Chief Engineer;
- Project Manager;
- President (or other title) and above; or
- Other as agreed between the parties.

No compensation will be given for attendance at and participation in this Initial Organizational Meeting. This is not billable time for the Bidder.

### **3.9.3 ATTENDANCE AT MEETINGS**

The Bidder and members of its key staff may be required to attend and participate in a number of in-house meetings with Authority staff, as required, throughout the term of the

Contract and any extensions thereto. These meetings will be conducted in New Jersey and are expected to take place at the Authority's office located at 36 West State Street, Trenton, NJ, at other locations within the State or via teleconference, as most appropriately determined by the Authority, in its sole discretion. It is expected that these meetings will be held during normal business hours, as defined herein.

It is expected that on a weekly basis, or as may be required by the Authority, the Authority's staff, in conjunction with the Bidder and members of its key staff involved in the project- specific work to be discussed, will participate in a brief meeting estimated to be one (1) hour in duration, to address project timelines, challenges and requirements, as they are identified.

The Bidder's participation at these meetings may require oral, written or audiovisual (i.e. Microsoft Office PowerPoint) presentations, as needed. No compensation will be provided for attendance at and participation in these meetings, preparations for or presentations given.



## **4.0 QUALIFICATION PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER**

Failure to submit information as indicated below may result in the Qualification being deemed non-responsive.

### **4.1 GENERAL**

Qualifications that conflict with those terms and conditions contained in this RFQ 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 will result in the entire Qualification being rejected. 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 Bidder of any such term or condition and the conflict it poses, the Authority may require the Bidder to either withdraw the conflicting term or withdraw its Qualification.

After award of Contract:

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

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ, including the instructions on the RFQ's Signatory Page, in preparing and submitting its Qualification.

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

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

By submitting a Qualification and signing the Signatory Page, the Bidder certifies as follows:

- A. The price(s) and amount of its Qualification have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder or potential Bidder;
- B. Neither the price(s) nor the amount of its Qualification, and neither the approximate price(s) nor approximate amount of this Qualification, have been disclosed to any other entity or person who is a Bidder or potential Bidder, and they will not be disclosed before the Qualification 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 Qualification higher than this Qualification, or to

submit any intentionally high or noncompetitive Qualification or other form of complementary Qualification;

- D. The Qualification 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 Qualification; and
- E. The Bidder, 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 for Business Support Administrative Services Bidding Opportunities and required for submission of a Qualification in response to this RFQ are available on the Authority's website at <https://www.njeda.com/bidding/> see RFQ Bidder Checklist – 2024-RFQ-226 Professional Land Surveying Services – Geographic Regions, unless noted otherwise.**

#### **4.2 QUALIFICATION CONTENT AND SUBMISSION ORDER**

Submit a Qualification in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). One (1) volume must contain the **mandatory** compliance documentation. One volume must contain only the **mandatory** Fee Schedule. The additional volume(s) must contain, at a minimum, the **mandatory** portions of the Technical Qualification. If the Qualification is extra large in size, submitting multiple additional volumes for the Technical Qualification is permissible.

**If a Bidder's Qualification does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Bidder's Qualification will be rejected as being non-responsive for non-compliance of mandatory requirements.**

##### **Technical Qualification Volume**

Technical Qualification. Please reference Section 4.2.1 in this RFQ. Do not include pricing in this Volume.

**Pricing Volume** (in a separately sealed envelope for hard copies)

Fee Schedule. Please reference Section 4.2.2 in this RFQ.

##### **Compliance Volume**

Please reference all Subsections in Section 4.2.3 in this RFQ and also reference the Bidder's Checklist attachment accompanying this RFQ for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

#### **4.2.1 TECHNICAL QUALIFICATION (MANDATORY SUBMISSION WITH QUALIFICATION)**

The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the Contract. In the Qualification submission, it is mandatory the Bidder shall

describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0.

The Technical Qualification should, at a minimum, contain the information below and preferably be submitted in the following order:

- I. Cover Letter (Optional);
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members;
- VI. References of Key Team Members;
- VII. Description and Documentation of Bidder's Prior Experience and Qualifications; and
- VIII. Professional Services Qualifications Statement (PSQS)

*Bidders must submit or update a PSQS with information which is specific to the office or branch responding to this particular RFQ. Thus, if a local branch office is submitting, list **ONLY** those employees located at that particular office. If work will be performed outside of the branch office, then the main office should be submitting the RFQ and the branch office considered as a subconsultant.*

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

**I. Cover Letter (Optional)**

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

**II. Management Overview and Technical Approach to Achieve the Scope of Work**

- A. The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format, in order to convince the Authority that the Bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Bidder shall provide a discussion/rationale for why the Bidder's approach(s) to providing the subject services will best meet the needs of the Authority; and
- C. The Bidder shall also set forth a detailed work plan that will accomplish the requirements of the Scope of Work, indicating how each task in Section 3.0 will be accomplished, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the Scope of Work within the maximum timeline.

**III. Organization Chart, if applicable (not required for a sole proprietor)**

Provide an organization chart that must include all key team members, their labor category, and titles for this engagement. For the purposes of this engagement, a “key team member” is a principal, partner, officer, etc. of the Bidder, project executive, project manager, or senior principal, identified as having a responsible role in the successful completion of the services requested pursuant to this RFQ and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Bidder has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Bidder should list these additional resources in its Qualification and include the individual(s) on the Organization Chart.

Note: If the Qualification submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Bidder’s Checklist).

#### **IV. Key Team Member List, if applicable (not required for a sole proprietor)**

List each key team member who will be utilized for this contract by name and title.

**Note:** If the Qualification submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Bidder’s Checklist).

#### **V. Resumes/Bios of Key Team Members**

A resume/bio for each key team member should be included. The resume information must clearly demonstrate experience and qualifications relative to the work to be performed.

The Bidder shall be responsible to ensure that any staff assigned to perform the Work against the resulting contract maintains any such licensing and / or certifications, as appropriate and as may be required to perform the requisite Work, throughout the term of the contract and any extensions thereto. Further, upon expiration of such license(s) / certification(s), it shall be the Bidder’s responsibility to immediately provide the Authority with evidence of updated licensing for the specified individuals. Failure to do so shall be cause for immediate cancellation of the contract.

#### **VI. References**

Each key team member’s resume should include at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.

The Bidder must **provide the Client name, title, telephone number and e-mail address of a former Professional Land Surveying Services Client to provide a reference regarding the Bidder’s performance** (i.e. quality, delivery performance, service levels, etc.).

These references will allow the Authority to address specific questions / issues, with the reference source, regarding the Bidder’s performance, quality and responsiveness as it relates to the specific project. The Authority, in its sole discretion, shall determine whether or when it is appropriate and / or necessary to contact the references provided in an effort to gain a more clear insight into the Bidder’s capabilities and experience regarding the requisite services.

#### **VII. Description and Documentation of Bidder’s Prior Experience and Qualifications**

- A. The Bidder shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0;
- B. Provide a narrative description (or resume, if you are a sole proprietor), detailing your organization's experience with professional land surveying of residential and/or commercial properties. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;
- C. Provide information from projects your organization (or you, if you are a sole proprietor) has previously worked on, and in what role/capacity. For each project that you list, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of your proposed project team have worked together;
- D. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience of professional land surveying of residential and/or commercial properties in New Jersey or other states;
- E. Provide a listing of 3 (three) client references, which includes contact names, titles and telephone numbers for which the organization has provided services. The beginning and ending dates of the provided services must be included.

If the Bidder is submitting a Qualification that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Bidder's staff and complete a Subcontractor/Subconsultant Utilization Form. See Bidder's Checklist.

#### **4.2.1.1 UNINTERRUPTED SERVICES DURING VACATION / ILLNESS/ EMERGENCIES**

As part of its Qualification submission, the Bidder should provide a detail of its plan to provide qualified replacement staff to provide the requisite services during the term of the contract and any extensions thereto, to ensure uninterrupted performance of the requisite services and accurate and efficient performance of the Work against the resulting contract, in the event of vacation, illness or personal emergency of the Contractor's staff assigned to perform the Work against the resulting contract. Qualifications submitted without this information will be evaluated as though no qualified back-up / replacement staff is available.

The Bidder's plan may be as simple as naming an alternate / back-up individual for each position / individual identified in the Bidder's staffing chart which is designated to perform work against the resulting contract. The Contractor shall provide qualified replacement staff during sick, emergency and vacation time at no additional cost to the Authority. Bidders should note that any replacement staff used during illness, vacation or personal emergencies are subject to the same review and approval by the Authority's designated Contract Manager or his / her designee. No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Bidder's staff vacations.

#### **4.2.1.2 POTENTIAL PROBLEMS**

The Bidder must set forth a summary of any and all problems that the Bidder anticipates during the term of the Contract. For each problem identified, the Bidder should provide its proposed approach.

#### **4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH QUALIFICATION)**

The Bidder must submit its pricing using the format set forth on the Fee Schedule accompanying this RFQ. Bidders are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Bidder's Qualification deemed non-responsive.

If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFQ solicitation. The use of any other identifier may result in the Bidder's Qualification being deemed non-responsive.

- A. The Bidder shall submit a fully completed "*Fee Schedule*" (in a separately sealed envelope for hard copies);
- B. IMPORTANT: Bidder shall note that its Fee Schedule shall NOT offer varying prices based on the geographic region for which it is submitting its Qualification(s). Pricing shall remain consistent across all two (2) regions;
- C. The Bidder shall include an overtime percentage to the standard hourly rates for any possible "After Hours Work" ; and
- D. Pricing for one (1) or more of the extension options may be adjusted by an "*Annual Percentage (%) Price Escalator*".

#### **4.2.2.1 DELIVERY TIME AND COSTS**

- A. Unless otherwise noted elsewhere in the RFQ, all prices for items in Qualifications shall be submitted Freight on Board (F.O.B.) Destination. Qualifications submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and
- B. F.O.B. Destination does not cover "spotting" but does include delivery inside the Authority unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

#### **4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS**

C.O.D. terms are not acceptable as part of a Qualification and will be cause for rejection of a Qualification.

#### **4.2.2.3 PRICE ADJUSTMENT**

Pricing shall remain firm throughout the initial three (3) year term of the contract. Pricing may be adjusted based on an "*Annual Percentage (%) Price Escalator*" (reference *Exhibit C*), if any, to be imposed for one (1) or more of the extension option years, if so exercised by the Authority.

#### **4.2.3 REQUIRED COMPLIANCE DOCUMENTATION**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFQ solicitation.

SEE BELOW and BIDDER's CHECKLIST for Compliance Documentation required to be submitted WITH the Qualification (**MANDATORY FORM WITH QUALIFICATION**). ALL other Compliance

Documentation, not deemed “Mandatory Form With Qualification”, are required prior to Contract award; however, it is preferred and encouraged that Bidders submit ALL Compliance Documentation with the Qualification, if possible. A Bidder who fails to submit documents otherwise not mandatory at the time of proposal which are requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a Contract to said Bidder.

#### **4.2.4 FORMS, REGISTRATION, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED SUBMITTED WITH THE QUALIFICATION**

##### **4.2.4.1 SIGNATORY PAGE (MANDATORY FORM WITH QUALIFICATION)**

The Bidder shall complete and submit the Signatory Page accompanying this RFQ. The Signatory Page **must include the signature** of an authorized representative of the Bidder. If the Bidder is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Qualification as non-responsive and preclude the award of a Contract to said Bidder.

A Bidder’s written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

##### **4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH QUALIFICATION)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete an Ownership Disclosure Form disclosing the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Qualification. A Bidder’s failure to submit the completed form with its Qualification will result in the rejection of the Qualification as non-responsive and preclude the award of a Contract to said Bidder. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Qualification.

Failure to comply shall result in rejection of the Qualification.

##### **4.2.4.3 PROFESSIONAL SERVICES QUALIFICATION STATEMENT (PSQS) (MANDATORY FORM WITH QUALIFICATION)**

The Bidders that meet **all** the requirements described in this RFQ are invited to submit the PSQS and other information describing the specific experience of the firm and key Project team members/subconsultants related to this type of Project.

Bidders must submit or update a PSQS with information which is specific to the office or branch responding to this particular RFQ. Thus, if a local branch office is submitting, list **ONLY** those employees located at that particular office. If work will be performed outside of the branch office, then the main office should be submitting the RFQ and the branch office considered as a subconsultant.

#### **4.2.5 FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED PRIOR TO CONTRACT AWARD**

#### **4.2.5.1 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, 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 Bidder, 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 Bidder is a partnership or a limited liability corporation partnership, the Disclosure of Investment Activities in Iran form must be signed by a person authorized to execute the form on behalf of the Vendor,. A Bidder's failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Bidder. If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form.

#### **4.2.5.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Bidder must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a Contract, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past 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. The Bidder's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Qualification is requested and advised. If a Bidder does not submit the form with the Qualification, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Qualification non-responsive.

#### **4.2.5.3 BUSINESS REGISTRATION CERTIFICATION (BRC)**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid 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 Qualification evaluation and Contract award process, it is requested and advised the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Qualification.

A Bidder 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 Qualification must be so registered and in possession of a valid BRC prior to award of the contract, and 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 may rely upon information available from computerized systems maintained by the State as a basis to independently verify compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busreqcert.shtml> .

A Bidder receiving a Contract award as a result of this procurement and any Subcontractors named by that Bidder 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.

#### **4.2.5.4 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's Contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a Contract primarily for services, the intended Contractor of an Authority Contract must disclose the location by country where services, including subcontracted services, will be performed. Prior to the award of Contract, the Bidder must complete and submit the Source Disclosure Form accompanying this RFQ. The Bidder's inclusion of the completed Source Disclosure form with the Qualification is requested and advised. If a Bidder does not submit the form with the Qualification, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Qualification non-responsive.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Bidder to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

#### **4.2.5.4.1 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.

#### **4.2.5.5 AFFIRMATIVE ACTION /EMPLOYEE INFORMATION REPORT**

Prior to the award of a Contract, the intended awardee must submit an active copy of a New Jersey Certificate of Employee Information Report or a copy of a 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 should reference the AA-302 Frequently Asked Questions document for additional information and must submit payment to either renew an expired or missing New Jersey Certificate of Employee Information Report or complete an initial Affirmative Action Employee Information Report (AA-302) submission.

A link to the instructions for requesting and paying for a duplicate or renewal Certificate is located at the website below.

Instructions for online submission and payment of an initial Certificate are also located at the website under Online Submission/Payment of EEO/AA Employee Information Report via the [Central Forms Repository & Payment Collection System - Login \(nj.gov\)](#).

All of this information is available at the New Jersey Department of Treasury's website Public Contracts Equal Employment Opportunity (EEO) Compliance Monitoring: [https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

Or alternatively, intended awardees have an option for mailed submission and payment by check, following the filing instructions at:

[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

Bidders please reference the Employee Information Report Affirmative Action/EEO Certification listed in the RFQ Bidder's Checklist, which is to be completed and submitted prior to Contract award.

#### **4.2.5.6 SMALL BUSINESS ENTERPRISE 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 participates in goal-based Small Business contracting to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms certified with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services for the services subject to this RFQ.

In order to be qualified, businesses must apply to be certified with the Division of Revenue and Enterprise Services Business Certification Program and evidence of application or certification is to be submitted with the Qualification by the Qualification Submission Due Date.

Information regarding SBE certification can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

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

Bidders, please reference the Contractor Set-Aside/Demographic Information form listed in the RFQ Bidder's Checklist, which is to be completed and submitted prior to Contract award.

#### **4.2.5.7 DISABLED VETERANS' BUSINESS SET-ASIDE**

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31.1 et seq. and the Authority's goal-based contracting initiatives, the Authority encourages the participation of Disabled Veterans' Businesses certified with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services for the services subject to this RFQ. Businesses must apply to be certified as a Disabled Veterans' Business with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services Business Certification Program and evidence of application or certification is to be submitted with the Qualification by the Qualification Submission Due Date.

Information regarding Disabled Veterans' Business certification can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

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

Bidders please reference the Contractor Set-Aside/Demographic Information form listed in the RFQ Bidder's Checklist, which is to be completed and submitted prior to Contract award.

#### **4.2.5.8 SMALL BUSINESS CERTIFICATION**

Information regarding certification of a Minority Business Enterprise (MBE), Veteran-Owned Business (VOB), and LGBTQ+ Business can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

**4.2.5.9 REQUIREMENTS OF TWO-YEAR CHAPTER 51, EXECUTIVE ORDER NO. 333 (2023) VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FOR NON-PUBLICLY ADVERTISED CONTRACTS.**

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), the Authority’s contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

**4.2.5.10 POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the Contractor receives one (1) or more Contracts valued at \$50,000.00 or more. It is the Contractor’s responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <https://www.elec.state.nj.us/>.

**4.2.5.11 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 employer entering into a Contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing “qualifying services” or “public works” within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the Contract. 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.**

**4.2.5.12 NEW JERSEY STATE W-9**

Prior to an award of a Contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

**4.2.5.13 INSURANCE CERTIFICATE(S)**

Prior to the award of a Contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this Contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique Contract awarded as a result of this RFQ. Refer to Section 7 of the Authority’s Standard Contract, Exhibit A, accompanying this RFQ.

**4.2.5.14 SUBCONTRACTOR UTILIZATION FORM**

All Bidders intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, which is to be submitted with the Qualification.

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

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

Bidders please reference the Bidder's Checklist for additional information about the Subcontractor Utilization Form.

#### **4.2.5.15 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO N.J.S.A. 52:32-60.1**

The attached certification of non-involvement is required to comply with N.J.S.A. 52:32-60.1 (P.L. 2022, c.3), which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Bidder's Checklist, Item K.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve Contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: [https://www.njleg.state.nj.us/Bills/2022/A3500/3090\\_11.HTM](https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM).

If the Bidder is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a person authorized to execute the form on behalf of the Vendor. A Bidder's failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Bidder.

## **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 shall consist of this RFQ, addenda to this RFQ, the Bidder's Qualification, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

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

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

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, or the Authority's Contract for Professional Services – Exhibit A and the Bidder's Qualification, the RFQ 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 three (3) years with the possibility of two (2), one (1) year extension options, which are at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the Contract term. An annual percentage price escalator will be in effect for the extension options if indicated by the successful Bidder in their Fee Schedule submitted for this solicitation,

In the event that a new Contract has not been awarded prior to the Contract expiration date, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration, until a replacement Contract is awarded, but in no event beyond 365 days. It shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract is fully executed.

## **5.3 CONTRACT TRANSITION**

The Authority, in its sole discretion, reserves the right to exercise a transition period in conjunction with the award of a new contract. At no time shall this contract transition period extend more than 180 days beyond the expiration date of the current Contract.

## **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 with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

## **5.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the Contract. If the RFQ 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 Bidder'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. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

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 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)**

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Qualification.

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

## **5.9 SECURITY AND CONFIDENTIALITY**

### **5.9.1 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, or other training methods 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.

#### **5.9.1.1 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 Qualification 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; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, 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 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(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 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

## **5.9.2 DATA SECURITY STANDARDS**

Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized

release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Handling: Upon termination/expiration of this Contract the Contractor must first return all State data to the State in a usable format as defined in the RFQ, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

### **5.10 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.

### **5.11 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.

### **5.12 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 Bidder in its Qualification.

### **5.13 CLAIMS AND REMEDIES**

#### **5.13.1 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.

#### **5.13.2 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).

#### **5.13.3 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, 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.

#### **5.14 ADDITIONAL WORK RELATED TO THE ORIGINAL SCOPE OF WORK**

In its sole discretion, the Authority may engage the Contractor to perform additional work related to the original scope of work. The relationship between the additional work and the base Contract work must be clearly established. The Contractor must present to the Designated Contract Manager a written Qualification to perform the additional work justifying the necessity of the additional work.

The Qualification should contain details on the level of effort, i.e. hours, labor categories, etc., necessary to complete the additional work. The written Qualification 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 Qualification submitted in response to this RFQ. 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 Qualification. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Qualification, including complete documentation, confirming the need for the additional work, the Designated Contract Manager shall forward same to the Procurement Department for written approval by the Managing Director or its designee. No additional work may commence without the Procurement Department's prior written approval. In the event the Contractor proceeds with additional work 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 Procurement Department's written approval.

#### **5.15 INDEMNIFICATION**

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

#### **5.16 MAINTENANCE OF RECORDS**

The Contractor shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Office of the State Comptroller, for audit and review.

#### **5.17 FORM OF COMPENSATION - INVOICING/PAYMENT**

The Contractor shall submit electronic invoices to the Authority (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of

Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Invoices must be submitted to REDInvoices@njeda.com.

Invoices submitted for payment will be paid by check and 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 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;
- C. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. A Set-Aside Contract Report (SACR) form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. 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 Work / Deliverables" and any additional services, as indicated in the RFQ.

## **6.0 QUALIFICATION EVALUATION**

### **6.1 RIGHT TO WAIVE**

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

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Qualifications failed to meet the requirement; and
- C. 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 RIGHT OF FINAL QUALIFICATION ACCEPTANCE**

The Authority reserves the right to reject any or all Qualifications, 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 Bidder best meeting specifications and conditions.

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

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

The Authority may also consult with clients of the Bidder 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 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 Bidder financial capabilities to perform the Contract. Further, the Authority reserves the right to request a Bidder to explain, in detail, how the Qualification price was determined.

## **6.5 QUALIFICATION EVALUATION COMMITTEE**

Qualifications may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, NJEDA Subject Matter Experts (SMEs) and possibly other state agencies and/or industry experts, who may assist with the evaluation but will not be voting members. Only Authority staff will evaluate, score and rank Qualifications received in response to this RFQ, and the criteria established herein.

## **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUALIFICATION**

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

After the Qualifications are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their Qualifications. 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 Qualification, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the Authority concerning its Qualification.

Bidder may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Bidder(s) to give an oral presentation or require the Bidder(s) to submit written responses to questions regarding its Qualification. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Qualification. The Procurement department 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 Qualifications received in response to this RFQ.

Note: The technical and cost proposal stage and ranking and weighting will be done during the TOR stage.

### **6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA**

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required.
1. If key personnel are identified and required in Section 3.0 of this RFQ, the Bidder **must** submit a resume for each key position and the Bidder's resumes **must** include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references **must** include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details **will result in rejection** of the Bidder's Qualification for further consideration.
- B. Experience of entity: The Bidders documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ, based, in part, on the Bidder's submitted narratives and references.
1. If references for contracts of similar size and scope are required in Section 3.0 of this RFQ, the Bidder **must** submit business references for each relevant contract. Business references **must** include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details **will result in rejection** of the Bidder's Qualification for further consideration.
- C. Ability of the entity to complete the Scope of Work based on its Technical Qualification: The Bidders demonstration that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract. Bidder's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

### **6.7.2 BIDDER'S FEE SCHEDULE**

For evaluation purposes, Bidder's pricing will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFQ.

Hourly rates, per the Fee Schedule, will be used for any TOR, and additional work that might be required during the Contract time frame, not specified in the original Scope of Work.

1. Bidders shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Qualification being rejected as nonresponsive.
2. Bidders shall not indicate fees/charges other than those included on this Fee Schedule. If the Bidder intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFQ.

### **6.7.3 QUALIFICATION DISCREPANCIES**

In evaluating Qualifications, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. 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.

### **6.7.4 EVALUATION OF THE QUALIFICATION QUALIFICATIONS**

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Bidders whose Qualifications, conforming to this RFQ, are 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. A maximum of three (3) contracts shall be awarded to Professional Land Surveying firms in each of the two (2) geographic regions comprising: Northern Region counties and Southern Region counties.

For purposes of this RFQ, the two (2) geographic regions are designated in an attempt to take into consideration variables such as population density, proximity between locations / cities, travel time, likelihood of need for services, etc., and are the Northern and Southern Regions as outlined above in Section 1.1. 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 below, the Authority reserves the right to negotiate price reductions with the selected Bidder(s).

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

After evaluating and ranking technical Qualifications, NJEDA shall open the fee Qualification(s), and may enter into negotiations with one Bidder or multiple Bidders. 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 Bidder or multiple Bidders. Negotiations will be structured by the Procurement department to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the Procurement department may invite one Bidder or multiple Bidders 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 Bidder's original Qualification will be rejected as non-responsive and the Authority will revert to consideration and evaluation of the Bidder's original pricing.

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

After evaluation of Qualifications and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Bidders whose Qualification(s), conforming to the RFQ, is/are most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Procurement department.

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 Bidder is advised to submit its best technical and price Qualification in response to this RFQ since the Authority may, after evaluation, recommend a Contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.

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

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

## **6.9 PROTEST OF RECOMMENDED AWARD**

Any Bidder may protest a vendor selection (an award) by the New Jersey Economic Development 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 Bidder was not selected. In order to be considered complete, a protest must: (i) identify the Bidder 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 Vendor 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 Bidder, whose Qualification, conforming to this RFQ, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all Qualifications may be rejected, in accordance with applicable law, when the Authority determines that it is in the public interest to do so.

Award of a Contract for the services outlined in this RFQ will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFQ as Exhibit A. Bidders

are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the “Questions and Answers Period.”

The Bidder is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development 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 Bidder shall not submit its “Standard Terms and Conditions” or submit material revisions and/or exceptions to the “Contract for Professional Services” with the Qualification as it will result in the Qualification being deemed non-responsive.

**IMPORTANT:** In the event the Bidder 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 process, unless submitted during the “Questions and Answers Period”.

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) during the “Questions and Answers Period.”

Any Qualification submitted in response to this RFQ will be considered a firm Offer by the responding Bidder to perform the Scope of Work, as outlined in the RFQ and specimen Contract. By submitting an Offer in response to this RFQ, the responding Bidder agrees to hold its Offer open for at least one hundred twenty (120) 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 Qualifications submitted will indicate an acceptance by Bidders of the form of Specimen Contract.

Acceptance of a Qualification and award of a Contract is subject to the approval of the Authority’s Board.

## **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, fax phone 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 organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to 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 that use the Contract must notify and coordinate the use of the Contract with the Authority's Designated Contract Manager.