

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
REQUEST FOR QUALIFICATIONS (RFQ)**

**Title Services on an As Needed Basis  
2024-RERFQ-225**

| Event                             | Date         | Time          |
|-----------------------------------|--------------|---------------|
| Electronic Question Due Date      | May 15, 2025 | 1:00 PM<br>ET |
| Qualification Submission Due Date | June 2, 2025 | 1:00 PM<br>ET |

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

**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:** 4/30/2025

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**EXHIBITS**

- Exhibit A – Contract for Professional Services (Informational Only)
- Exhibit B1 – TOR Request
- Exhibit B2 – TOR Conflict of Interest
- Exhibit B3 – TOR Response
- Exhibit C – Bidder's Checklist
- Exhibit D – Signatory Page
- Exhibit E – Rider for Purchases Funded by Federal Funds (Informational Only)
- Exhibit F – Notice of EO166 (Informational Only)
- Exhibit G – Fee Schedule
- Exhibit H – Rate Manual

## **1.0 INFORMATION FOR BIDDERS**

This Request for Qualifications (RFQ) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Qualifications for the Title Services on an As Needed Basis, including Title Insurance and Closing Services.

### **1.1 PURPOSE AND INTENT**

The purpose of this RFQ is to solicit Qualifications to engage up to six (6) title agents to provide Title Services on an As Needed Basis for real property located within the State of New Jersey. Real property acquisitions may occur by purchase and/or condemnation through the exercise of the Authority’s power of eminent domain. The Authority may also require services related to its leasehold interest in real property. Title Services on an As Needed Basis, including Title Insurance and Closing Services, will assist the Authority’s Real Estate Division as well as other Authority departments in analyzing real estate property information on project investments to be made by the Authority. Services may include conducting closings and issuance of title insurance policies when necessary. There may also be a need by the Authority to use these services for various types of title and/or record searches. The required services are described more specifically in the Scope of Work, Section 3.0 of this RFQ.

Additionally, other Authority departments who handle various types of loan programs may have a need for non-policy and/or policy Title Services, which can also include searches related to Real Property located outside of New Jersey. Therefore, the Authority is seeking individual pricing for a menu of various Title Services and/or Title Insurance/Closing Services, per the RFQ and the Fee Schedule.

Bidders should note that awarded Contractors resulting from this RFQ will be engaged through Task Order Requests (TOR), as detailed in Section 3.11. Neither the number nor the identification of properties for which Title Services will be required is known at this time. The Authority makes no representation as to: (i) the actual number or identity of the parcels for which Title Services will be required, or (ii) the timing and sequence of the need for title services.

The RFQ requires Bidders to submit all licensing and any other standard industry certifications that are required to provide these services.

The intent of this RFQ is to award a three (3) year contract with two (2), one (1) year extension options, per Section 3.0, Scope of Work, to be exercised at the discretion of the Authority and dependent upon availability of funding, to up to six (6) responsible Bidder(s) whose Qualification(s) conforming to this RFQ is(are) most advantageous to the Authority, price and other factors considered.

**Bidders Please Note:** The Authority, as a State instrumentality, is exempt from the regulated rate structure provided for by the Title Insurance Act of 1974 (“Title Act”) and may purchase title insurance for the Authority through a bid process.

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, and the Terms and Conditions therein, please refer to Exhibit A, are 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 4.2.5.15. 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, if applicable. 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 2024 alone, the NJEDA made 2,815 awards totaling \$1.8 billion across more than 60 programs.

## 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.gov](mailto:QARED@njeda.gov) 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-RERFQ-225 – TITLE SERVICES ON AN AS NEEDED BASIS

- 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.gov](mailto:QARED@njeda.gov) 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.gov/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**

**1.3.3 SITE VISIT – NOT APPLICABLE**

**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:          | Thursday, May 15, 2025 @ 1:00 p.m. ET |
| If required, Addendum:    | Thursday, May 22, 2025 @ 1:00 p.m. ET |
| Qualifications Due:       | Monday, June 2, 2025 @ 1:00 p.m. ET   |
| Estimated Contract Start: | On or about August 13, 2025           |

**1.3.5 TIMELY SUBMISSION OF 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 will be posted on the Authority’s website.

**1.3.5.1 ELECTRONIC QUALIFICATION SUBMISSION (STRONGLY PREFERRED)**

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-2024-RERFQ-225 Title Services on an As Needed Basis, 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-r59cfb41645ce4642807dac5126dab2f0>

**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.gov](mailto:QARED@njeda.gov).**

**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 version of the document uploaded, provided it is uploaded by the stated deadline.

### **1.3.5.2 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.

### **1.3.5.3 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:

SABRINA ANDREANIDIS  
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.gov/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-RERFQ-225 – TITLE SERVICES ON AN AS NEEDED BASIS  
JUNE 2, 2025 @ 1:00 p.m. ET

Submit one (1) ink signed, original hard copy Qualification with all the required documentation and signatures in ink, and four (4) 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.gov/bidding/> - "Real Estate 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.

**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 6.7, 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.gov](mailto:QARED@njeda.gov), 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 Bidding entity to be valid.

In the event the Bidder withdraws its Qualification in person, a business card and proper identification must be presented. Qualifications so 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**

If a Joint Venture is submitting a Qualification, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Qualification. Authorized signatories from each party comprising the Joint Venture must sign the Signatory Page. Each party to the Joint Venture must individually comply with all the compliance documentation requirements in Section 4.2.4 Required Compliance Documentation Pre- and Post-Qualification Submission.

#### **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 4.2.5.3 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 Awarded Vendor(s). An amendment is not effective until approved in writing by the Authority.

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

**Awarded Vendor** - An individual or business entity awarded a Contract in response to this RFQ.

**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.

**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.

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

**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.

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

**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, whereby 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.

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

### 2.1.1 CONTRACT-SPECIFIC DEFINITIONS

**Abstract of Title** – A concise statement summarizing the history of a property, including all conveyances, interests, liens and encumbrances that affect title to the property.

**American Land Title Association (ALTA)** – The national trade organization of land title companies established to encourage uniformity and the quality in title insurance policies.

**Chain of Title** – The history of all owners and lien holders of real property together with the dates of their acquisition and the nature of their title, going all the way back to the first deed out of the government.

**Chancery Abstract** – A review to confirm that the foreclosure proceedings were done properly and completely for a foreclosed property. This review ensures that all lien holders were properly addressed.

**Charges for Title Insurance** – Rates and charges not to exceed those approved by the Commissioner of the New Jersey Department of Banking and Insurance pursuant to N.J.S.A. 17:46B-41 et seq.

**Conflict of Interest Form** – A form the NJEDA may request the Bidder (Vendor) complete to ensure a conflict of interest does not exist for the work/services/project.

**Easement** – An interest held by a party in land owned by another that entitles the easement holder to a specific right, use, or enjoyment of that other parties' land.

**Engagement Acknowledgement Acceptance** – The Contractor returns this form to acknowledge the receipt of the task order.

**Examination Charge** – The charge made for the process of abstracting and searching or causing an abstract or search to be made of the appropriate public records for those matters affecting title to a specific parcel of land, examining the results thereof, and issuing a commitment to insure based on such title examination.

**Full Coverage Title Search** – Performed when creating a title report for sale/resale transactions, leasehold transactions, and construction loan transactions. Includes, but is not limited to searches related to property liens, easements, covenants, conditions and restrictions (CC&Rs), agreements, resolutions and ordinances that will affect the real property in question.

**Lease Hold Policy** – Insurance policy guaranteeing that the leasehold in a parcel of real property is clear and properly in the name of the tenant.

**Limited Coverage Search** – Performed when making title reports for refinance transactions that involves ownership equity loans and for making simple title guarantee reports.

**Judgement Lien Search** – Is a certified search of judgements, liens, and bankruptcies filed in the NJ Superior Court, the U.S. District Court for N.J. and the U.S. Bankruptcy Court for N.J. A judgement search also includes a search of child support judgements filed in New Jersey and CERCLA liens (also known as “Superfund” liens).

**New Jersey Department of Banking and Insurance (DOBI)** – The State agency in New Jersey charged with the mission of regulating the banking, insurance, and real estate industries.

**New Jersey Land Title Insurance Rating Bureau Manual of Rates and Charges (Rate Manual)** – The Rate Manual is issued by the New Jersey Land Title Insurance Rating Bureau. The Rate Manual is periodically revised, and the current version of the Rate Manual is dated November 1, 2023 (Attachment #1). The Rate Manual specifies that when the State or any of its departments or agencies undertake projects involving the acquisition of real estate, the charges for title services may be the subject of competitive bidding or a negotiated agreement without regard to the rates



established by the Rate Manual, but in no case shall such charges exceed the filed and approved Rate Manual charges.

**Non-Insured Reports** – Provide customer with an informational report, but no title insurance.

**Owner's Policy** – Title insurance that protects the owner against loss if there is an adverse claim against the owner's property and that provides legal counsel to defend against adverse claimants.

**Record Owner Search** – Title search of public records indicating the chain of title by which current owner obtained subject property.

**Respondent** – Individual or Company responding to an RFQ.

**Survey Endorsement** – An endorsement to the title insurance policy that removes an exception from coverage after a current survey of the property to be insured has been provided to and examined by the title insurer. Unless an exception is taken therein, the insurance policy will insure against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the subject property. Specific matters disclosed by the survey are noted in the Survey Endorsement as additions to the policy exceptions.

**Title Agent** – The awarded vendor, individual or entity, as defined in N.J.S.A. 17:46B-1(1), who or which holds a valid license from the State of New Jersey and is a party to a written contract with an insurer which authorizes the title insurance agent to prepare and issue title insurance commitments, policies, and endorsements on its behalf.

**Title Commitment** – A commitment to issue a title insurance policy after payment of a premium, which occurs at closing. The commitment includes any necessary searches, reports, and adjustments, required to provide such policy.

**Title Insurance** – Is an insurance policy guaranteeing that the title to a parcel of real property is clear and properly in the name of the title owner, and that the owner has the right to deed the property (convey or sell) to another. Should a problem later arise with the title (such as an inaccurate description), the insurance company will pay the damages to the new title holder or secured lender or take steps to correct the problem. It is required if the property is under mortgage.

**Title Preparer** – The Contractor's personnel performing the title work.

**Title Reports** – The written analysis without commitment to insure, of the status of title to real property, including but not limited to: a property description; names of titleholders and how title is held (joint tenancy etc.); the status of real property tax and utility payments; easements and rights of way affecting the premises; conditions, reservations, and/or restrictions affecting the premises; legal rights that may be asserted by the State and/or the federal government (such as but not limited to tidelands claims or rights to establish pier head and bulkhead lines to assure navigability); and other actions and encumbrances against the property or its owners (past or present) of record (such as but not limited to mortgages, liens, tax sale certificates, notices of lis pendens, deeds of trusts, recorded judgments, etc.).

**Title Rundown** – The last search and report conducted within the time frame stipulated by the Title Insurer prior to the real estate closing. It covers the time from the date of the title commitment to the date of closing in order to disclose recent or new items that may have been recorded since the initial search was conducted. The title rundown may also be referred to as a "bringdown" or a "continuation" search, although "continuation search" is also the phrase used to describe the search from the rundown through the day after the recording of the deed for the property to be insured.

**New Jersey Title Insurance Act of 1974** – Statutory provisions governing title insurance companies and the provision of title insurance in the State of New Jersey. The Authority, as a State

instrumentality, is exempt from the regulated rate structure provided for by the Title Insurance Act of 1974 and may purchase title insurance through the bid process.

**Title or Property Title Search** – The examination of county records for the property’s title history by a title company, an abstractor, attorney, or escrow officer to determine the “chain of title”, and the current status of title, including owner, legal description, easements, property taxes due, encumbrances (mortgages or deeds of trust”, long term leases, judgements or other liens. When a title search is completed, a “preliminary report” on title will be issued which will make it possible to obtain title insurance guaranteeing against any problems with the title. Sometimes the title search will turn up some “cloud on the title” which reveals something is wrong such as a break in the chain of title, inaccurate property description in a previous deed, or some old secured loan which has not been released. Such clouds can be a reason to cancel a contract for purchase of real property.

**Title Update** – A report requested prior to closing to bring the title search up to date when there has been a known change to the proposed acquisition to be insured (e.g. a change in the lands to be acquired or a change in ownership of the proposed acquisition), and/or the title commitment is beyond the 180-day commitment period.

**Underwriter** – The title insurance professional who ensures that the title is insurable by the title insurance company and that, based on current public records, there are no defects that will cause a claim to be raised against the current owner of the property. This requires validation of ownership and checking for outstanding liens against the property that may result in exclusions to the title insurance policy.

**Underwriting Rate** – Charge made by an insurer or title insurance agent for the liability undertaken under the policy. The rate charge is based on the amount of insurance shown in the policy.

**Uniform Commercial Code (UCC) Lien Search** – A notice that a lender has a security interest in an asset. Liens are placed on certain personal property that normally can’t be titled or deeded.

**Upper Court Name Search** – A certified search of judgments, liens, and bankruptcies filed in the N.J. Superior Court, the U.S. District Court for N.J., and the U.S. Bankruptcy Court for N.J. against a name and spelling variations of that name for a given time frame up to 20 years.

### **3.0 SCOPE OF SERVICES**

The Contractor shall provide costs for various Title Services on an As Needed Basis, which may or may not be required for various individual Authority projects (purchase/closing of properties, loans, foreclosures, etc.), for both Title Insurance/Closing Services as well as non-policy title services, primarily for New Jersey properties.

The Manual of Rates and Charges as published by the New Jersey Land Title Association (NJLTA) is not relevant in this solicitation.

#### **3.1 GENERAL REQUIREMENTS**

The Contractor(s) shall furnish the necessary personnel, material, equipment services, and facilities required to perform the Title Services outlined in the Scope of Work.

The Authority seeks to retain licensed Title company(s), rated "A" or better by a **Fannie Mae-approved credit rating service** for all Title Services/Insurance/Closing requirements in this RFQ.

All title insurance producers, underwriters, and examiners performing work under this contract must have the following:

- A. A minimum of five (5) years of real estate/title experience, knowledge and familiarity with precedents from curing past title defects.
- B. The producer and underwriter shall also have a strong understanding of New Jersey and Federal real estate law.
- C. Proof that title producers (i.e. Underwriters, Examiners, Settlement/Closing Agents) have a NJ State license in good standing, throughout the term of the contract.

The Authority's Real Estate department, who will be the primary user of this contract, requires that the Contractor provide, at a minimum, the following title services:

- A. Title Search(es);
- B. Preliminary Title Commitment;
- C. Closing Services (where applicable); and
- D. Final Title Policy (where applicable).

Other NJEDA departments may utilize this contract for various types of Title Services, primarily for loan approvals and foreclosures, which do not generally require Title Insurance.

The Authority will issue a Task Order Request (TOR), attached as Exhibit B1, for the Title Services/Title Insurance required.

The Authority reserves the right, in its sole discretion, to determine the amount of coverage it will purchase. In the event a project is abandoned, or title insurance is not required by the Authority, the Authority will compensate the Contractor for reasonable and customary search costs actually incurred.

#### **3.2 PROJECT FUNDING**

Funding for projects requiring Title Services could come from a variety of sources with no guarantee of any volume levels.

### **3.3 RATE MANUAL**

The Manual of Rates and Charges (Rate Manual) is issued by the New Jersey Land Title Insurance Rating Bureau. The Rate Manual is periodically revised, and the current version of the Rate Manual is dated November 1, 2023. The Rate Manual specifies that when the State or any of its departments or agencies undertake projects involving the acquisition of real estate, the charges for title services may be the subject of competitive bidding or a negotiated agreement without regard to the rates established by the Rate Manual, but in no case shall such charges exceed the filed and approved Rate Manual charges.

For the purpose of this Bid Solicitation, all current Rate Manual specific charges shall be applicable at the time of award and, at the time of acceptance of a Task Order assignment by the Contractor, the then current Rate Manual and Fee Schedule shall apply. The percentage discount established at the time of award shall be in accordance with the most current Fee Schedule throughout the entire term of the contract.

The Rate Manual (dated November 1, 2023) is included with this Bid Solicitation which can be found as Exhibit I and via [https://njlta.site-ym.com/resource/resmgr/docs/rate\\_manual\\_-\\_11-01-2023.pdf](https://njlta.site-ym.com/resource/resmgr/docs/rate_manual_-_11-01-2023.pdf).

### **3.4 DELIVERABLES AND REPORTS FOR SEARCHES**

The Contractor shall provide a commitment to insure titles, including all supporting documentation.

When submitting deliverables, the Contractor shall abide by the following:

- A. Submit deliverables within the timeframe required by the NJEDA;
  1. The name and telephone number of the Contractor's representative shall be included with said deliverables should inquiries arise;
  2. An electronic copy (PDF) of the deliverables is required for all NJEDA orders, unless otherwise specified in the TOR;
    - a. The electronic copy shall contain all materials included in the paper copy;
- B. Include full and complete copies of the chain of title, including all deeds referenced in the chain of title, as well as all instruments that created any and all current rights, interests, or encumbrances on the property in question;
- C. The title search and continuation searches shall be based upon the county clerk's and register's office searches and other public record repositories (as applicable). Deliverables shall include, but not be limited to, full and complete copies of the following:
  1. Deeds in the vesting chain of title;
  2. Mortgages;
  3. Deeds and other instruments or records relating to easements, rights of way, restrictions, conditions, leases, options, agreements, permits, etc.;
  4. Chancery abstracts, and/or certificates of regularity;

5. Tidelands instruments grants/leases/licenses searches (where applicable);
  6. Judgments and Notices of Lis Pendens;
  7. Surrogate's court / Probate / Prothonotary office searches;
  8. Relevant Filed Map(s) and tax map sheet(s);
  9. Abstracts of Title, if available;
  10. Upper Courts searches;
  11. Patriot Name / Specially Designated Nationals searches;
  12. Tax searches (to include municipal assessment, water charge, public utility and/or sewer authority report);
  13. Tax Sale Certificates and other liens;
  14. Corporate Status report;
  15. LLC Status report;
  16. Franchise tax report;
  17. Uniform Commercial Code searches (certified unless otherwise specified);
  18. Legal description on endorsements, with tax blocks and lots;
  19. Invoice on company letterhead, including personnel hours worked for all "per hour" charges that are part of the invoice;
- D. The relevant filed map(s) and tax map sheet(s) must be legible, which **may require enlargement of pertinent sections of the maps**; and
- E. Any omission of the applicable and required documentation will result in the rejection and return of the report to the Contractor for revision or correction at no additional cost to NJEDA.

### **3.5 PRELIMINARY TITLE REPORT/COMMITMENT**

#### **A. Searches and Examinations**

1. The examination search shall be for a minimum of 60 years, unless otherwise specified by NJEDA. The single 60-year chain of title charge shall be applicable with the most current Rate Manual at the time of engagement acceptance by the Contractor and in accordance with the awarded percentage discount;
2. The fee for examination of title involving a single chain of title in one (1) county includes one (1) continuation/rundown;
3. When the real estate in question lies in two (2) or more counties, a separate examination charge may be issued for each county;
4. Any additional continuation/rundown beyond the one (1) included with the single chain examination may be charged individually. The additional chain of title charge shall be

applicable with the most current Rate Manual at the time of engagement acceptance by the Contractor and in accordance with the Fee Schedule percentage discount; and

5. A title update shall be treated as a single chain of title and the charge shall be applicable with the most current Rate Manual at the time of engagement acceptance by the Contractor and in accordance with the awarded percentage discount.

B. Upper Court Searches

1. The Contractor shall conduct Upper Courts searches (NJ Superior Court, U.S. District Court, and U.S. Bankruptcy Court, and above as applicable) and submit copies of such searches to NJEDA.

C. Patriot Name Searches

1. The Contractor shall conduct Patriot Name/Specially Designated Nationals searches for the proposed grantors and submit copies of such searches to NJEDA.

D. Municipal Searches

1. The Contractor shall conduct municipal tax and assessment searches. The Contractor shall conduct municipal utility, water, and sewer authority searches.

E. Limited Liability Company Status and Searches

1. The Contractor shall conduct Limited Liability Company searches, provide the company status, and submit copies of the searches to NJEDA.

F. Corporate Searches

1. The Contractor shall conduct corporate status/good standing certification searches and provide copies of such searches to NJEDA. The Contractor shall provide other certified corporation copies and other plain corporation copies as applicable.

G. Franchise Tax Reports

1. The Contractor shall conduct franchise tax searches and provide copies of the applicable report(s) to NJEDA.

H. Uniform Commercial Code (UCC) Searches

1. The Contractor shall conduct UCC searches and provide copies of applicable report(s) to NJEDA.

I. County Clerk and County Register Code Searches

1. The Contractor shall conduct County Clerk and Register office searches, including pre-closing continuation searches, and submit copies of such searches to NJEDA.

J. Surrogate Court Searches

1. The Contractor shall conduct Surrogate Court searches, when applicable, and provide copies to NJEDA.

K. Abstracts of Title

1. The Contractor shall search for (or may prepare) abstracts of title and shall submit any copies of same to NJEDA.

L. Chancery Abstracts and Certificates of Regularity

1. The Contractor shall conduct a chancery abstract review and provide a certificate of regularity for all foreclosed properties. The chancery abstract and certificate of regularity shall be submitted to NJEDA.

M. Tidelands Searches

1. The Contractor shall conduct and provide copies of tidelands searches except in Hunterdon, Morris, Sussex, and Warren Counties, where no riparian claims exist.

N. Mining and Mineral Rights Searches

1. The Contractor shall obtain written pre-approval from NJEDA prior to conducting an extensive traditional records search on any NJEDA project that the Contractor may deem necessary to clear exceptions relating to mining and mineral rights;
2. When a condition relating to mining and mineral rights is of concern to the Contractor, prior to conducting the search and submitting the commitment to insure title, a preliminary mineral search shall be attached to and made part of the examination search. This preliminary mineral search shall be part of the Contractors efforts to avoid use of blanket or boilerplate exceptions and to assist NJEDA in removing mining and mineral exceptions from the title commitment and policy; and
3. As alternatives to extensive traditional records searches, other resolutions for removing recorded mining and mineral rights exceptions may include, but are not limited to, the following:
  - a. A review of the current property owner's title insurance policy;
  - b. An affidavit from the current property owner as to the absence of any mining or mineral removal activities on site; and
  - c. A review of ordinances or regulations relating to mining as pertinent to the affected property

If Contractor uses any alternative methodology, as described in Section 3.0, the Contractor shall provide a summary of its findings, render an opinion based on their examination, confirming that the Contractor will remove or ensure any mining and mineral exceptions from the title commitment and policy. Contractor shall include in the title commitment and/or report, copies of any and all documents upon which it relied to arrive at its opinion.

**3.5.1 REPORTS MAY BE ON OWNED AND/OR UN-OWNED PROPERTY**

The Authority may order a "title report" on property that

1. it may or may not own; and
2. it may order a "commitment to insure" its ownership of property which (at the time of the request) it may or may not yet own; and
3. it may order a "title insurance policy" for property which it does own.
4. it may order a title report on property for which it may have a leasehold interest and it may order a "commitment to insure" its leasehold interest of property which it may or not yet lease; and

5. it may order a "leasehold title insurance policy" for property in which it has a leasehold interest.

Upon receiving any such order, the Title Agent, unless it has already done so, shall perform a 60-year search of the record of title for the property.

### **3.5.2 INTERESTS TO BE REPORTED**

Based on the 60-year search or 100-year search as needed, the Title Agent shall furnish a comprehensive report of title for the property. The title report shall show, without limitation: the property description; the names of current record owner(s); how title is held; the taxes levied on the property, the tax rate; all restrictions, limitations, and/or conditions of record regarding use of the property; all reversions, remainders, and/or other future interests of record; all easements and/or rights of way of record; all contracts and/or leases of record; all mortgages, state and/or federal judgment liens, state and/or federal tax liens, municipal liens and/or assessments (e.g., property tax, demolition liens, sewer and/or water liens) of record; and any other current encumbrance or other interest of record which affects the ownership of the property.

### **3.5.3 DOCUMENTS TO BE PROVIDED**

The title report shall also include a complete copy of the last recorded deed, and a copy of any document which the Title Agent asserts to contain any interest which would need to be addressed in order to convey insurable title to the property at regular rates, such as, but not limited to restrictions, limitations, and/or conditions regarding use of the property; reversions, remainders, and/or other future interests; easements and/or rights of way; contracts and/or leases; and/or mortgages. The title report shall also include a copy of the results of every search for judgments and other liens of records, identifying such liens. The title agent shall provide a complete electronic version of any title report or document search requested.

### **3.5.4 LOTS IN COMMON OWNERSHIP**

The Title Agent shall conduct a separate search and issue a separate report for each tax lot identified in the Authority's order. However, with the Authority's prior approval, lots which are in common ownership and contiguous can be combined in one report. If the lots are not contiguous, but of common ownership, separate title reports shall be issued. When lots that are in common ownership and combined in one report, the Authority shall reimburse the Title Agent for only one of each search based on the common owner's name. For example, if "John Doe" owns three lots, the Title Agent should search the record ownership for each lot, and search for municipal liens on each lot, and will be compensated for those searches on those three lots; but the Title Agent should order only one judgment search against the name of "John Doe," and will be compensated for only one such search.

### **3.5.5 DELIVERY AS OUTLINED IN TOR PROCESS**

The Title Agent will provide its title report/commitment or document search to the Authority by the deadline specified in the Vendor's TOR Response. If the Authority orders from the Title Agent commitments for more than twenty (20) tax lots during a period of two (2) calendar weeks, and the Title Agent advises there is a delay due to the volume or complexity of the documents, a reasonable extension of time will be allowed to deliver the reports.

### **3.6 CONTINUATIONS/RUN-DOWNS**

The Title Agent will perform such "run-down" (also known as "continuation, construction draw or run down"), which are necessary for the Title Agent's purposes to insure the title, and as otherwise may be requested by the Authority. Commonly this involves a "run-down" search at or immediately



prior to closing of title in a purchase transaction; and in condemnation actions, it involves (at least) one "run-down" search after the filing of the Notice of Lis Pendens. The "run-down" shall include, without limitation:

- A. A continued County Search and continued Upper Court Name Search, including any judgments, if applicable;
- B. Corporate Status and Franchise Tax reports (where applicable);
- C. Notice of Real Estate Settlement; and
- D. Any subsequent deeds, mortgages, lien cancellations, or other documents affecting the property that were filed or recorded after the last search was conducted.

The Title Agent shall provide the Authority with a copy of the source documents evidencing any new interests not previously reported to the Authority, within two business days following the request for the search. In condemnation cases, at closing, the requests may be made by the Authority's legal counsel handling the case, in which event the searches will be provided directly to that counsel. Any additional rundown/continuation/construction draw beyond the one (1) included with the single chain examination may be charged individually. The additional chain of title charge shall be applicable with the most current Rate Manual at the time of engagement acceptance by the Contractor and in accordance with the awarded percentage discount or, for non-policy continuations, invoiced to the Authority.

### **3.7 CLOSINGS**

#### **3.7.1 ADMINISTRATION OF CLOSING**

The Title Agent shall administer the closing of title for the Authority's purchases of property (and/or other similar transactions such as sales and/or mortgage transactions) including the recordation and other appropriate disposition of documents, and the acceptance and disbursement of funds at such closings. Unless otherwise agreed by the Authority, all closings will be held at the Authority's offices, and the Authority will provide facilities (at no charge) to copy relevant documents as necessary. The Authority shall cooperate as appropriate in order to see that all of the Requirements in the Title Agent's commitment are met. At the closing, the Title Agent shall provide the Authority with a "marked-up" version of the commitment to insure the Authority's title.

#### **3.7.2 SCHEDULE OF CLOSING**

The Authority will make every effort to schedule closings with the Title Agent at least fifteen (15) days in advance. In such case, the Title Agent will provide to the Authority a HUD-1 settlement sheet completed at least as to the Authority's side at least three (3) business days prior to the scheduled closing, so that the Authority can process a check or wire transfer for funds it needs at the closing in a timely manner. If closings are scheduled on less than fifteen (15) days' advance notice, the Title Agent shall provide the HUD-1 as soon as practicable.

#### **3.7.3 BUYER/GRANTEE**

When the Authority is the buyer/grantee, unless otherwise directed by the Authority in a particular case, the entire settlement fee is to be in accordance with the awarded price sheet.

### **3.8 DELIVERY OF TITLE INSURANCE POLICIES**

#### **3.8.1 PROPERTY PURCHASED BASED ON TITLE AGENT'S COMMITMENT**

For property purchased by the Authority at a closing conducted by the Title Agent and based on a commitment issued by the Title Agent, within 30 calendar days after completion of the closing, the Title Agent shall provide a title insurance policy insuring the Authority's ownership of the purchased property in fee simple absolute, subject only to the Exceptions stated in the Title Agent's commitment as finally negotiated with and approved by the Authority. The fees payable to the Title Agent with respect to the transaction shall be paid at closing.

### **3.8.2 PROPERTY ACQUIRED OTHERWISE**

For some properties, the Authority may request the Title Agent to provide title insurance on property that the Authority acquired other than by a closing which involved the Title Agent. (For example, property acquired by condemnation or by donation, or by leasehold, or property as to which no title insurance was obtained in some previous transaction.) In such a case, the Authority will provide the Title Agent with the available information regarding the acquisition and will request title insurance coverage in such amount as the Authority deems appropriate, up to the market value (or as-if-remediated value, in the case of environmentally-contaminated property) of the property as determined by the Authority's appraiser. Within 30 days of receipt of the notice, the Title Agent shall provide a title insurance commitment to the Authority for the amount of coverage requested, stating any Requirements or Exceptions. Along with the commitment, the Title Agent shall also submit an invoice using the most current Rate Manual at the time of engagement accepted by the Contractor and a line item of any related fees in the event the transaction is terminated, consistent with the pricing set out in the Title Agent's Fee Schedule. The charge for the fees will be paid; but before paying the insurance premium, the Authority shall have the right to resolve any remaining Requirements and/or Exceptions stated in the commitment, and a revised commitment shall then be issued with a revised invoice. When the issues are resolved to the satisfaction of the Authority, the Authority may elect to pay the insurance premium. Within 30 days of payment of the insurance premium, the Title Agent shall provide the Authority with the title insurance policy, subject to any Requirements or Exceptions that were not resolved and are acceptable to the Authority.

### **3.8.3 AUTHORIZED INSURERS AND PROVISIONS**

All title insurance policies shall be issued by insurance companies which are duly licensed and authorized by the State of New Jersey to issue title insurance for the respective transaction and rated "A" or better by a Fannie Mae-approved credit rating service. The provisions of the policies shall conform to standard provisions in ALTA title insurance policies authorized in New Jersey, except as specifically agreed to by the Authority.

### **3.9 MISCELLANEOUS**

The Authority may request the Title Agent to assist in responding to issues raised during negotiations for the purchase, sale, lease, or other disposition of property. Representatives of the Title Agent shall respond to any title-related questions raised by property owners during negotiations with the Authority, by the Authority or by its counsel. The foregoing list of services is not exclusive; the Authority and the successful respondent may agree in writing to amend or augment the services set forth above. Please refer to Section 3.11 for the Task Order Request (TOR) Process.

### **3.10 OTHER TITLE SERVICES**

There may be times when additional services are required beyond the initial request for services. These may include (but are not limited to) pursuing wills or death certificates filed in counties other than the one in which the searched property is located, additional searching requested by the Authority or consultations. These charges shall conform to those set forth in the Title Agent's Fee Schedule.

### 3.11 TASK ORDER REQUEST (TOR) PROCESS

The Authority will issue, via email, a Task Order Request (TOR) Exhibit B1, which includes a Conflict of Interest Certification Statement (Exhibit B2) for review and signature, certifying that no conflict of interest exists with the subject request to the Contractor identifying the title services needed on (purchase/closing of properties, loans, foreclosures, etc.), for both Title Insurance/Closing Services as well as non-policy title services, primarily for New Jersey properties. The Contractor will then send the completed Conflict of Interest Certification Statement and Task Order Response (Exhibit B3) back to the Authority within one (1) to three (3) business days. Upon receipt and acceptance of the completed TOR, the Authority will issue the Contractor a written notice to proceed. The Contractor shall be required to respond to each TOR as follows:

- A. The TOR will specify tasks and any required deadlines (e.g. report submission by a certain date).
- B. The TOR will state which other parties may rely on the title services report.
- C. The TOR will state to whom at the Authority the title services report should be addressed.
- D. The Title Agent must review the TOR to determine that no conflict of interest exists for the subject title services, then return a signed Task Order Request (TOR) – Conflict of Interest Certification Statement, Exhibit B2, to the Authority's Designated Contract Manager within one (1) to three (3) business days.
- E. If no conflict exists, the Contractor must return a completed TOR Contractor Response Form, Exhibit B3, to the Authority's Designated Contract Manager within five (5) business days. The TOR Contractor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Rate Manual and Contractor's submitted Fee Schedule. The Authority will approve the cost estimate or revise the estimate as it sees fit.
- F. 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.
- G. No work may begin until the Authority issues a written notice to proceed to the Contractor.

NJEDA reserves the right to bypass a Contractor for the following:

- A. The Contractor does not accept formal requests by NJEDA on more than five (5) documented occasions;
- B. Documented frequent tardiness, missed deadlines, or unsatisfactory work product;
- C. Failure of the title producer or title underwriter to maintain NJ-licensed status;
- D. The Contractor fails to adhere to all the agreed upon terms of this Bid Solicitation;
  - 1. Such inconsistencies shall result in formal complaints against the Contractor filed under the Managing Director of Procurement;

2. All filed formal complaint(s) shall count in the documented occasions required to bypass a Contractor; and
3. After three (3) formal complaints found against the Contractor, NJEDA reserves the right to bypass a Contractor for the remainder of the term.

NJEDA makes no guarantee of work volume.

### **3.12 REPORTING**

For most non-policy types of searches, a summary report is acceptable, however, for searches that will result in a title insurance policy, a full report, in title commitment form, will be required.

### **3.13 INVOICING**

Unless submitted for a real estate closing (when the invoice will be part of the closing process), individual invoices are to be sent to [REDInvoices@njeda.gov](mailto:REDInvoices@njeda.gov) with a copy sent to the attention of the person ordering the Title Services/Insurance, referencing the order confirmation number for Title Services completed. The invoice should detail the list of Title Services provided with the contracted pricing indicated.

## **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**

The Authority is not responsible for identifying conflicting terms and conditions.

Before Notice of Intent to award:

- A. 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.
- B. If Proposer intends to propose alternate terms and conditions, those proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure.

After award of Contract:

- A. No term or condition that conflicts with the RFQ or Authority's Contract for Professional Services, Exhibit A will be honored.
- B. No term or condition may diminish the rights of the Authority.

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.

#### **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 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 Real Estate Procurement Opportunities and required for submission of a Qualification in response to this RFQ are available on the Authority's website at <https://www.njeda.gov/bidding/> see RFQ Bidder Checklist – 2024-RERFQ-225 Title Services on an As Needed Basis, 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); volume 1 must contain the **mandatory** portions of the Technical Qualification; volume 2 must contain the **mandatory** compliance documentation; and volume 3 must contain only the **mandatory** Fee Schedule. If the Qualification is extra large in size, submitting multiple additional volumes for the Technical Qualification is permissible.

**If a Bidder's Qualification 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. Please reference Sections 4.2.1, 4.2.2, and 4.2.3 in this RFQ.**

##### 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; and
- VII. Description and Documentation of Bidder's Prior Experience and Qualifications.

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) (e.g., 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 seven (7) days maximum timeline.

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

If key team members are proposed, provide an organization chart that includes the individual(s) and job title(s) for this engagement. For the purposes of this engagement, a key team member is identified as having a responsible role in the successful completion of the services requested pursuant to this RFQ.

If the Bidder will utilize Subject Matter Experts (SMEs), who are technically and/or professionally qualified for this engagement, the Bidder should list these additional professional resources in its Qualification and include the individual(s) and job title(s) for this engagement 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)**

If key team members are being proposed, list each individual, who will be utilized for this Contract by name and job 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**

If key team members are being proposed, a resume/bio for each individual should be included. If resumes are included, please reference the evaluation criteria section in this RFQ, Section 6.6.1 for the Resume requirements.

## **VI. References**

If key team members are being proposed, and resumes are submitted, an individual's resume should include at least three (3) client references applicable to the Scope of Work, including contact names, job title, telephone numbers and e-mail addresses. If resumes are included, please reference the evaluation criteria section in this RFQ, Section 6.6.1 for the Reference requirements.

## **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 it is expected the Bidder is a sole proprietor}, detailing the Bidder's experience as a Title Insurance Producer, Title Insurance Underwriters and/or examiners, or experience working with Title Insurance Producers, Title Insurance Underwriters or examiners. 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 the organization has previously worked on, and in what role/capacity. For each project that is listed, 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 the 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 working with State Agencies or Authorities in New Jersey;

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.

### **4.2.2 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.

#### **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 Awarded Vendor 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 term of the Contract and any extensions, thereto.

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

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.5.2 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 (non-mandatory) 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, REGISTRATIONS, 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.

#### **4.2.5 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 by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for Contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A 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 Awarded Vendor 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.gov/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 Awarded Vendor or Subcontractor, who had upon 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 Awarded Vendor 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.

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:

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

**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.**

**A. For Contracts Awarded Pursuant to a Fair and Open Process**

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.

**B. For Contracts Awarded Pursuant to a Non-Publicly Advertised Process**

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 shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

1. Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Contract shall submit the Two-Year Chapter 51/Executive Order No. 333 (2023) Vendor Certification and Disclosure of Political Contributions for Non-Publicly Advertised Contracts form.

i. The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority’s request. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future Contract opportunities. The form is also available at: <https://www.njeda.gov/bidding/>.

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

**4.2.5.10 POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor (Awarded Vendor) 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 (Awarded Vendor) receives one (1) or more Contracts valued at \$50,000.00 or more. It is the Contractor’s (Awarded Vendor’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 (Awarded Vendor) 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 (Awarded Vendor) (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 Awarded Vendor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.gov/bidding>.

#### **4.2.5.13 INSURANCE CERTIFICATE(S)**

Prior to the award of a Contract, the Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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\\_I1.HTM](https://www.njleg.state.nj.us/Bills/2022/A3500/3090_I1.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 (INFORMATIONAL ONLY)**

### **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 awarded Contract(s) shall be for three (3) years with the possibility of two (2), one (1) year extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the Contract term. An annual percentage price escalator may be in effect with the contract term pricing or rates more favorable to the Authority for the extension options if indicated by the 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. 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 AWARDED VENDOR'S RESPONSIBILITIES**



The Awarded Vendor shall have sole responsibility for the complete effort specified in the Contract. If the RFQ permits subcontracting, payment will be made only to the Awarded Vendor. The Awarded Vendor shall have sole responsibility for all payments due any Subcontractor.

The Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor's performance of this Contract.

#### **5.6 SUBSTITUTION OF STAFF**

The Awarded Vendor 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 Awarded Vendor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Awarded Vendor to substitute any management, supervisory or key personnel, the Awarded Vendor shall identify the substitute personnel and the work to be performed. The Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Awarded Vendor'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 Awarded Vendor 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 Awarded Vendor has received written approval from the Procurement Department.

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

The Awarded Vendor 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 Awarded Vendor 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 (Awarded Vendor's) Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor (Awarded Vendor) 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 (Awarded Vendor) 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 (Awarded Vendor) shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's (Awarded Vendor's) Background IP delivered to the Authority for the purposes contemplated by the Contract.

## **5.9 SECURITY AND CONFIDENTIALITY – NOT APPLICABLE**

### **5.9.1 DATA CONFIDENTIALITY – NOT APPLICABLE**

#### **5.9.1.1 AWARDED VENDOR'S CONFIDENTIAL INFORMATION – NOT APPLICABLE**

### **5.9.2 DATA SECURITY STANDARDS – NOT APPLICABLE**

## **5.10 NEWS RELEASES**

The Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Awarded Vendor 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 (Awarded Vendor) 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 Awarded Vendor 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 Awarded Vendor's price either being deducted from any monies due the defaulting Awarded Vendor or being an obligation owed the Authority by the defaulting Awarded Vendor, 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 Awarded Vendor 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 Awarded Vendor shall submit electronic invoices to the Authority per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Unless generated for a real estate closing, all invoices must be submitted to [REDInvoices@njeda.gov](mailto:REDInvoices@njeda.gov).

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 Awarded Vendor 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 Awarded Vendor. In the event "Specialized Services" are required and approved by the Authority in advance; the Awarded Vendor 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 Awarded Vendor 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 form (found at <https://www.njeda.gov/bidding/#forms>) or proof that Contractor reported in the State of New Jersey Supplier Diversity Management or other system, whichever platform is in place at the time of execution of contract; and.
- 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 Awarded Vendor to be the sole point of contact regarding contractual matters and the Awarded Vendor 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 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.

### **6.2 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.

### **6.3 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.

### **6.4 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.

### **6.5 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.

## 6.6 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.

### 6.6.1 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.

### 6.6.2 BIDDER'S FEE SCHEDULE

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

Hourly rates, per the Fee Schedule, will be used for any 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.

### 6.6.3 QUALIFICATION DISCREPANCIES AND RIGHT TO WAIVE

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.

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.

#### **6.6.4 EVALUATION OF THE QUALIFICATIONS**

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

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

After evaluating and ranking technical qualifications, NJEDA shall open the fee schedule(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 Bidder 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.

## **6.8 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 Chief Administrative Officer 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 Chief Administrative Officer. 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 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 Awarded Vendor 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 Awarded Vendor, assuring that a Purchase Order(s) are issued to the Awarded Vendor, directing the Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor. All persons that use the Contract must notify and coordinate the use of the Contract with the Authority's Designated Contract Manager.