



# Request for Qualification #2024-RERFQ-227

## FOR: Appraisal Services on an As Needed Basis

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">Section 1.3.1</a> of this RFQ for more information.)	November 7, 2025	2:00 PM ET
<b>Qualification Submission Date</b> (Refer to <a href="#">Section 1.3.6</a> of this RFQ for more information.)	November 26, 2025	2:00 PM ET

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

**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:** 10/28/2025

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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

## **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 Appraisal Services on an As Needed Basis.

### **1.1 PURPOSE AND INTENT**

The intent of this RFQ is to award, a maximum of five (5) contracts for Northern Region of New Jersey and five (5) contracts for Southern Region of New Jersey to those respondents whose Qualifications, if deemed necessary by the Authority and dependent upon funding, are most advantageous to the Authority, price and other factors considered. Each contract will be for a term of (3) three-years, with the possibility, at the sole discretion of the Authority, of (2) two, (1) one-year extension options.

Contractors will be utilized on an as-needed basis pursuant to the engagement process detailed in Section 3.5. Bidders may submit a Qualification for one or both Regions. Bidders should note that awarded Contractors resulting from this RFQ will be engaged through Task Order Requests (TORs), as detailed in Section 3.5. The Authority makes no representation or guarantee to: (i) the actual number or identity of the properties for which Appraisal Services will be required or (ii) the timing and sequence of the need for Appraisal Services.

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

The Authority’s Contract for Professional Services, please refer to Exhibit A, 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.

### **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-227– APPRAISAL 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 SPECIFICATION PROTEST DURING QUESTION-AND-ANSWER PERIOD**

Any Bidder or Proposer responding to a Request for Quotations (RFQ) may issue a protest to the bid specifications.

A specification protest must be received on or before the date that questions must be received for the Question-and-Answer period. A specification protest received after the Question-and-Answer period may be reviewed at the discretion of the Managing Director Procurement.

A protest must: (i) identify the Bidder that is submitting the protest, (ii) identify the bid specifications that are 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 Managing Director Legal Affairs. 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.

The actions Hearing Officer Report will be submitted to the of the Authority's Board or Chief Executive Officer designee, for review to make a final decision on the protest for the award of the Contract which will be the final Authority action decision of the Authority that is appealable to the Appellate Division of the Superior Court of New Jersey.

#### **1.3.1.2 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 the 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)**

Not applicable.

### **1.3.3 SITE VISIT (NOT APPLICABLE)**

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:	Friday, November 7, 2025 @ 2:00 PM ET
If required, Addendum:	Monday, November 17, 2025 @ 2:00 PM ET
Qualifications Due:	Wednesday, November 26, 2025 @ 2:00 PM ET
Estimated Contract Start:	On or about February 19, 2026

### **1.3.5 TIMELY SUBMISSION OF QUALIFICATIONS – ELECTRONIC OR HARD COPY**

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.

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

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

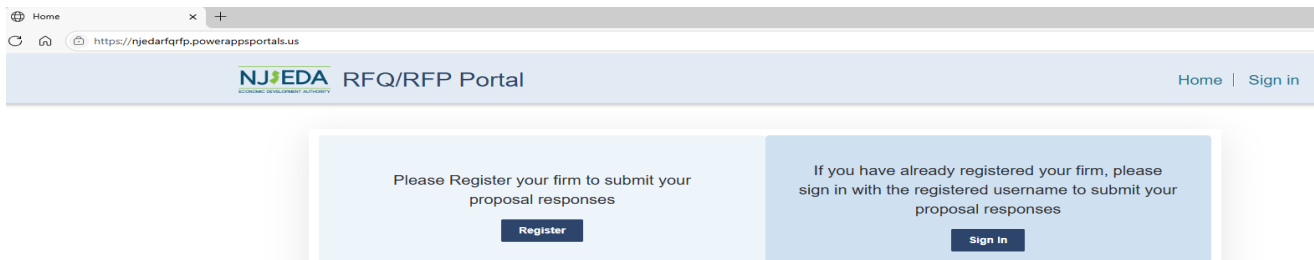
Bidders should submit a complete, ELECTRONIC Qualification, in "read only" PDF file format using Adobe Acrobat Reader software that must be accessible and viewable by Authority evaluators. Bidders should ensure the submitted file(s) do not contain password-protection.

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-227 Appraisal Services on an As Needed Basis, and the (file/document title)"

Each electronic Qualification document must be uploaded via the NJEDA's RFQ/RFP portal, available at <https://njedarfgrfp.powerappsportals.us> or available at <https://www.njeda.gov/bidding/>. Please note, the portal requires a one-time registration (Bidders select a unique Username and Password) which will record the Bidder's contact information. For reference, a sample image of the portal appears below:



**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 Procurement Portal application. Technical inquiries may be directed to [EDAProcurementQA@njeda.gov](mailto:EDAProcurementQA@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, 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-227 – APPRAISAL SERVICES ON AN AS NEEDED BASIS  
NOVEMBER 26, 2025 @ 2:00 PM ET

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

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

Qualifications submitted by facsimile will not be considered.

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

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

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

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

#### **1.4 ADDITIONAL INFORMATION**

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

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

ALL RFQ ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST LOCATE THIS QUALIFICATION NUMBER AT <https://www.njeda.gov/bidding/#REOPP> – "Real Estate Procurement Opportunities".

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

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

#### **1.4.2 BIDDER RESPONSIBILITY**

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

#### **1.4.3 COST LIABILITY**

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

#### **1.4.4 CONTENTS OF QUALIFICATION – OPEN PUBLIC RECORDS ACT**

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

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

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

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

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

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

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

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

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 to 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.

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 Proposing entity to be valid.

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

#### **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 complete and comply with all the compliance documentation requirements in the bid solicitation document.

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

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

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

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

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

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

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

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

Bidder must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include 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.

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

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

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

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

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

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

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

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

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

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

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

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR

1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

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

**State** – The State of New Jersey.

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

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

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

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

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

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

**Vendor Acknowledgement** – letter advising that a firm has been added to the Authority's pool of Qualified Firms whose qualifications and experience make them the most qualified to provide the Services.

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

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

**Appraisal** – An opinion of value and/or the act or process of developing an opinion of value, numerically expressed as a specific amount, a range of values, or as a relationship (i.e. not more than; not less than) to a previous value opinion or numerical benchmark (e.g. assessed value, collateral value).

**As-needed** – The Authority may, but is not obligated to, engage Contractors to provide appraisal services, when services are considered necessary by the Authority, provided there is no conflict of interest, and the Contractor can meet the required deadline.

**Basic Appraisal** – Determination of the fair market value of the subject premises, based on existing use, for sale and/or lease purposes, as determined by the assignment.

**Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA)** – The Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), and more specifically Title XI, Real Estate Appraisal Reform, refers to the 1989 act requiring accurate and independent reporting and established the Uniform Standards of Professional Appraisal Practice (USPAP) as the benchmark for generally accepted appraisal standards and created the Appraisal Subcommittee (ASC) to oversee state regulatory agencies and the Appraisal Foundation, which sets appraiser qualification and ethical standards through the Appraiser Qualifications Board (AQB) and the Appraisal Standards Board (ASB), respectively. For more information go to: <https://www.ecfr.gov/current/title-12/chapter-III/subchapter-B/part-323>

**Lead Real Estate Appraiser** – The Appraiser responsible for reviewing and signing the appraisal report.

**Northern Region** – Counties within New Jersey, as follows: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren.

**Personal Property** – Any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being “personal,” such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens.

**Real Property** – Land and the rights that go with it, such as easements, rents and profits and all man-made things attached to the land such as buildings, fences, patios, fixtures etc.

**Rotating Basis** – Awarded Contractors will be engaged for each project in a regularly recurring order, provided there is no conflict of interest, and the Contractor can meet the required deadline.

**Southern Region** – Counties within New Jersey, as follows: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem.

**Special Appraisal Services** – An appraisal project/task that does not meet the definition of a Basic Appraisal, such as special reports, projects or assignments (e.g. legal support, condemnation support, expert witness testimony, etc.), as specified and requested on an individual TOR form. Appraisals of personal property shall be considered a Special Appraisal Service. Personal or business property comprises all other things that do not meet the definition of real property.



### **3.0 SCOPE OF WORK – REQUIREMENTS OF THE AWARDED VENDOR**

The following Scope of Work is intended as a guide to help Proposers to understand the Contract requirements. It does not identify each specific unit of work needed or desirable. Qualifications must meet the following minimum requirements to be eligible for Contract award.

#### **3.1 GENERAL REQUIREMENTS**

The awarded Contractor(s) shall furnish the necessary personnel, material, equipment, services and facilities required to perform the services detailed below. The Contractor(s) shall perform all work under the Contract as directed by the Authority.

All Lead Real Estate Appraisers performing work under this Contract must have the following:

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

**Note:** Firms can utilize staff with less than five (5) years of real estate appraisal experience, who have worked on projects but the Lead Real Estate Appraiser that reviews and signs the summary report must have a minimum of five (5) years of real estate appraisal experience and knowledge.

The Authority's Real Estate Department will be the primary user of the awarded Contract(s). Occasionally, other Authority Departments may use the Contract for various types of Appraisal Services, primarily loan approvals, foreclosures and other purposes which don't consistently require Appraisal Services.

The Authority will issue a Task Order Request (TOR) form, Exhibit B1, to the Awarded Vendor for both Basic Appraisals and Special Appraisal Services as needed and will correspond via e-mail.

#### **3.2 PROJECT FUNDING AND FEES**

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

The Proposer shall provide All-inclusive Hourly Rates for the various positions/titles to provide Basic Appraisals on an as-needed basis as defined by the RFQ. The All-inclusive Hourly Rates that the Proposer specifies for Basic Appraisals will also be the rates utilized for Special Appraisal Services under any Contract awarded.

#### **3.3 APPRAISAL REPORTS AND OPINIONS OF VALUE**

A Basic Appraisal of subject premises shall be provided in summary report format, prepared in conformance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) and in accordance with the Uniform Standards of Professional Appraisal Practice employing the three approaches to value, as applicable. Summary reports should value the property in its remediated condition in compliance with the requirements of the New Jersey Department of Environmental Protection remediation standards and assume that there is no contamination requiring remediation, clean-up or removal in, on or under the property, unless otherwise directed in the TOR. If the TOR provides that the Appraiser should adjust the value of the property due to its environmental condition and if, in the Appraiser's judgment, the environmental condition affects the fair market value of the property, then the Appraiser shall set forth in its appraisal report the value of the property, in its current, unremediated condition. The appraisal shall also assume clear title. A Basic Appraisal may also need to value improvements, as applicable, and include one or more of the following values as directed by the Authority:

- Price per acre for vacant land sold for a use compliant with the existing zoning code; Price per square foot based on the applicable floor area ratio for a use compliant with the existing zoning code; and/or
- Proposed ground lease value per acre/square foot for a land lease for the term(s) stated in the TOR, based on a use compliant with the existing zoning code.

### **3.3.1 REAL PROPERTY**

Appraisal reports and opinions of value for real property shall be in accordance with:

- A.** The Uniform Standards of Professional Appraisal Practice (USPAP), Rules 1 and 2.
- B.** The Code of Professional Ethics and Standards of Appraisal Practice Promulgated by the Appraisal Institute (Standard A and C).
- C.** Applicable State appraisal rules and/or regulations.

### **3.3.2 PERSONAL PROPERTY**

Appraisal reports and opinions of value for personal property shall be in accordance with:

- A.** The Uniform Standards of Professional Appraisal Practice (USPAP), Rules 7 and 8.
- B.** The Code of Professional Ethics and Standards of Appraisal Practice Promulgated by the Appraisal Institute (Standard A and C).
- C.** Applicable state appraisal rules and/or regulations.

### **3.3.3 BUSINESS PROPERTY**

Appraisal reports and opinions of value for business property shall be in accordance with:

- A.** The Uniform Standards of Professional Appraisal Practice (USPAP), Rules 9 and 10.
- B.** The Code of Professional Ethics and Standards of Appraisal Practice Promulgated by the Appraisal Institute (Standard A and C).
- C.** Applicable state appraisal rules and/or regulations.

### **3.3.4 UNIFORM STANDARDS OF PROFESSIONAL APPRAISALS PRACTICE**

Appraisal reports and opinions shall be in accordance with:

- A.** The Uniform Standards of Professional Appraisal Practice (USPAP), Rules 3 and 4.
- B.** The Code of Professional Ethics and Standards of Appraisal Practice Promulgated by the Appraisal Institute (Standard B and C).
- C.** Applicable state appraisal rules and/or regulations.

### **3.3.5 OTHER APPRAISAL REPORTS**

From time to time the Authority may request other or special reports as listed or specified on the Authority's Task Order Request (TOR) form – Exhibit B1. For example, an approximation of range of value may be needed on an expedited basis for internal use. In such cases, appraisal reports may be prepared and presented as a "limited" and/or "restricted" report (as defined by USPAP) as the Authority and the Appraiser may agree is appropriate in the case.

Examples of other/Special Appraisal Services reports include, but are not limited to:

- A. Appraisals on a Fannie Mae, Federal Housing Administration or other appraisal report form.
- B. “Restricted appraisal report” or “restricted use appraisal report” or a “limited appraisal report”, as described and provided for in USPAP Standards Rule 2-2(b).
- C. An updated report on a previously completed appraisal (see Section 3.4).
- D. Other special reports as defined and/or requested on a TOR.

### **3.4 UPDATES TO AN APPRAISAL REPORT**

From time to time the Authority may request that the Appraiser update a previously completed appraisal or appraisal review. Updated appraisal fees will be capped at no more than 50% of the initial appraisal fee.

### **3.5 TASK ORDER REQUEST (TOR) PROCESS**

The Authority will issue, via e-mail, a Task Order Request (TOR), Exhibit B1, to all qualified Appraisers within a Region on a rotating basis for either the Northern Region or Southern Region of New Jersey, as defined in Section 2.1.1 above, identifying the property (real property, personal property, business property) to be appraised and the appraisal issue to be addressed.

For the TOR, The Authority will provide documents in its possession, which) may include: site plans, title reports, legal descriptions, and/or deed, any reports the Authority’s possession (environmental assessments or other studies)

The TOR request will include the following:

- A. Any required deadlines (e.g., site inspection by a certain date, report submission by a certain date).
- B. Which other parties may rely on the appraisal report (e.g., current property owner, financing institution, for litigation purposes).
- C. To whom at the Authority the appraisal should be addressed.
- D. TOR Conflict of Interest Certification Statement, Exhibit B2, for completion by Contractor.
- E. TOR Vendor Response Form, Exhibit B3, for completion by Contractor.

The Contractor must review the TOR to determine that no conflict of interest exists for the subject appraisal, 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.

If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority’s Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a lump sum cost estimate, by positions and All-inclusive Hourly Rates consistent with the Contractor’s submitted Fee Schedule, to prepare the appraisal report or complete the Special Appraisal Services. The Authority will approve the cost estimate or revise the estimate as it sees fit.

If mutual agreement on the cost estimate cannot be reached, the Authority will issue a TOR to the next Contractor in rotation. 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 and issue the TOR to the initial Contractor. If the secondary Contractor’s cost estimate is below that of the initial Contractor, the TOR will be issued to the secondary Contractor.

No work may begin until the Authority issues a written notice to proceed to the Contractor.

### **3.6 PROPERTY/SITE INSPECTIONS**

When required by law, the Authority will notify the owner(s) of record, by certified mail (return receipt requested), of the anticipated inspection date. The Appraiser will meet the owner(s) at the time of inspection unless EDA advises the Appraiser that the owner waives this right.

### **3.7 REAL ESTATE APPRAISAL REPORTS CONTENTS**

Unless otherwise specified in the TOR, Real Property Appraisal Reports must include the information listed in Exhibit C, Real Estate Appraisal Report Content.

### **3.8 JUST COMPENSATION/EMINENT DOMAIN PROCEEDINGS**

If specified in the TOR, Appraisal Reports should provide enough detailed information to enable the Authority to offer the property owner(s) "just compensation", as defined by New Jersey law in eminent domain proceedings.

### **3.9 APPRAISAL REPORT TRANSMISSION**

Unless otherwise directed in the TOR, the Appraiser shall provide the Authority with one (1) original hard copy and an Adobe Acrobat .pdf document on a flash drive or compact disk. The Appraiser may also be requested to upload the Adobe Acrobat .pdf file format document to a location provided by the Authority staff member that issued the TOR.

### **3.10 ADDITIONAL COPIES OF APPRAISAL REPORTS**

The Appraiser should anticipate that a copy of the Appraisal Report may need to be provided to the property owner(s) and possibly other parties. The Appraisal Report may be used in court or legal proceedings, if necessary.

### **3.11 OWNER OFFER LETTER**

The Authority will review the Appraisal Report for form and accuracy pertaining to property and owner identification. If the Appraisal Report is acceptable and if applicable, the Authority may prepare an offer letter to the owner(s) of record, based on the Appraiser's determination of the fair market value of the property.

### **3.12 SPECIAL APPRAISAL SERVICES**

The All-inclusive Hourly Rates that the Proposer submits on the Fee Schedule will also be the hourly rates that will be used in the performance of any Special Appraisal Services, defined as follows:

- A.** The Authority may request the Appraiser to assist in responding to Special Appraisal Services issues raised by the property owner(s) during negotiations for the purchase, sale, lease, condemnation or other disposition of the property. Representatives of the Appraiser shall respond to any appraisal-related questions raised by property owner(s) and other stakeholders, including the Authority or its counsel. The foregoing list of services is not exclusive; the Authority and the Appraiser may agree, in writing, to amend or augment these services. The Appraiser shall assign personnel with the appropriate skill level to provide written answers to any questions raised by property owner(s) during negotiations with the Authority, or by the Authority or its counsel. Such answers shall be directed to the Authority; the Authority will then respond to the owner(s).

- B.** The Appraiser may be required to update appraisal reports prior to a condemnation commissioner's hearings or other legal proceeding and/or to review appraisal reports prepared by defendants.
- C.** The Appraiser and any of its representatives shall appear and testify as necessary at any and all court appearances, condemnation commissioners' hearings, meetings with Authority staff and pre-trial conferences and must be willing, if called upon, to testify or give evidence in cases, hearings, meetings and any other venue, as needed.
- D.** The Authority may request the Appraiser perform appraisals for personal property and/or business property and prepare an appraisal report.

The foregoing list of responsibilities is not exclusive; the Authority and the Appraiser may agree, in writing, to amend or augment the responsibilities set forth above.

### **3.13 ONLINE ORDERING CAPABILITIES (NOT APPLICABLE)**

Not applicable to this solicitation.

### **3.14 PREPARING AND FILING THE SET-ASIDE CONTRACT REPORT**

The Awarded Vendor shall complete the Authority the Set-Aside Contract Report form. The form can be found here: <https://www.njeda.gov/bidding/#forms>

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

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

### **4.1 GENERAL**

Qualifications that conflict with those terms and conditions contained in this RFQ or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any Contract resulting from the RFQ will result in the entire Qualification being rejected. The Authority is not responsible for identifying conflicting terms and conditions before issuing a Contract award. In the event that prior to the notice of intent to award, the Authority notifies the Bidder of any such term or condition and the conflict it poses, the Authority may require the Bidder to either withdraw the conflicting term or withdraw its Qualification.

After award of Contract:

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

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

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

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

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

- A. The price(s) and amount of its Qualification have been arrived at independently and without consultation, communication or agreement with any other 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/#forms> see RFQ Bidder Checklist – 2024-RERFQ-227 Appraisal Services on an As Needed Basis, unless noted otherwise.

## 4.2 ELIGIBILITY REQUIREMENTS

In order to be considered for selection to the pool, Bidders must submit the following:

### 4.2.1 SUBMITTAL REQUIREMENTS

When preparing your firm's Qualifications Submittal in response to this solicitation, keep in mind that, in the RFQ, the word "**shall**" or "**must**" denotes submittal items which are mandatory for a Qualifications Submittal to be complete; the words "**should**" or "**may**" denotes submittal items which are recommended, but not mandatory.

Bidders shall showcase their background and variety of scopes that fall under the PSQS areas of discipline.

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

1. Team Structure and Resources
2. Professional Firm Experience
3. Scope of Services Understanding
4. Licenses and Designations

#### 1. Team Structure and Resources

- a. The Bidder **must** provide a team organization chart listing and identifying all key project team members/sub-consultants that will be assembled to provide the Scope of Services as described in this RFQ. Bidder's **must** provide a narrative of sub-consultant firm's anticipated role within this Scope of Services. **This is intended to be the qualifications of the Firm and not specific staff.**

#### 2. Bidder's Prior Experience and Qualifications

- a. A project list or narrative for each Region, Northern New Jersey and/or Southern New Jersey, for which the Proposer would like to be considered to provide services, which identifies appraisals completed within the last five (5) years and specifies the location and type of appraisal work (project) undertaken. A list of any State Agencies, Departments and/or Authorities serviced by the Proposer during the last three (3) years.
- b. A description of the Proposer's experience working with properties owned by public entities, particularly in dealing with condemnation issues.
- c. Evidence that both the Lead Appraiser and the Proposing firm have a minimum of five (5) years of real estate appraisal experience, knowledge and familiarity with the industry.

### **3. Scope Of Services Understanding**

Bidders shall provide a narrative describing understanding of Scope of Services and the firm's approach to successfully providing the Scope of Services.

### **4. Licenses and Designations**

The Proposer must be licensed as a Certified General Real Property Appraiser and able to perform both commercial and residential real estate appraisals in New Jersey and be licensed in good standing with the State of New Jersey. The Proposer shall submit copies of all licenses required by the State of New Jersey to perform Appraisal Services. If the license will expire during the term of the Contract, the Contractor shall provide the Authority with proof of renewal to show continued good standing throughout the full term of the Contract and any extensions thereto. The Proposer shall also note or submit professional designations such as MAI.

#### **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 initial three (3) year term of the Contract. An annual percentage price escalator may be in effect for the two (2), one (1) year Contract extension options, as indicated by the Proposer on the Fee Schedule submitted for this RFQ. If the price escalator space on the Fee Schedule is left blank, it will be read as though no escalation is included in the proposed pricing and pricing shall remain firm throughout any contract extensions.

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



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

SEE BELOW and BIDDER's CHECKLIST for Compliance Documentation required to be submitted WITH the Qualification (MANDATORY FORM WITH QUALIFICATION). ALL other Compliance Documentation, not deemed "Mandatory Form With Qualification", are required prior to Contract award; however, it is preferred and encouraged that Bidders submit ALL Compliance Documentation with the Qualification, if possible. A Bidder who fails to submit documents otherwise not mandatory at the time of Qualification which are requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a Contract to said Bidder.

#### **4.2.4 FORMS, 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 protest 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/#forms>.

#### **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 EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE MONITORING**

Pursuant to N.J.A.C. 17:27 et seq., prior to the award of a Contract, businesses must submit an active copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. This is satisfied by submitting the information referenced in this RFP Section 4.2.5.5.

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 Certificate or complete an initial submission.

All of this information, including the instructions for requesting and paying for a duplicate or renewal Certificate, 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).

Bidders may also reference the Bidder's Checklist for this RFP, which provides a direct link to the EEO Compliance and Monitoring requirements..

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).

#### **4.2.5.6 SMALL BUSINESS ENTERPRISE SET-ASIDE**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority participates in goal-based Small Business contracting to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms certified with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services for the services subject to this RFQ.

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

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

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

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

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

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

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

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

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

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

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

<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/#forms>.
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/#forms>.

#### **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 Contract 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, but in no event beyond 365 days. It shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract is fully executed.

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

### **5.5 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**

### **5.9.1 DATA CONFIDENTIALITY**

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

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

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

The Authority reserves the right to obtain, or require the Awarded Vendor to obtain, at the Awarded Vendor's expense, criminal history background checks from the New Jersey State Police for all Awarded Vendor and project staff (to protect the Authority from losses resulting from Awarded Vendor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### **5.9.1.1 AWARDED VENDOR'S CONFIDENTIAL INFORMATION**

- A. The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Awarded Vendor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Awarded Vendor's Qualification as Background IP ("Awarded Vendor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The Authority agrees to hold Awarded Vendor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Awarded Vendor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Awarded Vendor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Awarded Vendor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Awarded Vendor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Awarded Vendor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Awarded Vendor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Awarded Vendor

does not exercise its rights as described in Section 5.9.1.1(E), or if Awarded Vendor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Awarded Vendor, if Awarded Vendor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

## **5.9.2 DATA SECURITY STANDARDS**

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

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

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

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

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

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

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

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

#### **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 (unless a request is made by the Awarded Vendor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Invoices must be submitted to REDInvoices@njeda.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 (SACR) form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

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

The Authority considers the 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 RANKING CRITERIA AND 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 RANKING CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Qualifications received in response to this RFQ.

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

NJEDA will evaluate Bidders for selection as Qualified Firms based upon the following 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 **should** 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 should include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes **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 should 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 **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.

### 6.6.1 BIDDER'S FEE SCHEDULE

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.

### 6.6.2 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.

### **6.6.3 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)**

### **6.7.1 NEGOTIATION**

In accordance with N.J.S.A. 52:34-12(f), the advertised RFQ will indicate any terms the Authority is willing to negotiate. In that event, the Authority after evaluating Quotes, may enter into negotiations with one (1) Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State'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 (1) Bidder or multiple Bidders. Negotiations will be structured by Authority to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Authority to be in the State's best interests and to maximize the State's ability to obtain the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission.

### **6.7.2 BEST AND FINAL OFFER (BAFO)**

The Authority may invite one (1) 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 does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Authority may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission.

If the Authority contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

#### **6.8 PROTEST OF RECOMMENDED AWARD**

Any Bidder may protest a vendor selection (an award) by the New Jersey Economic Development Authority. 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 Managing Director Legal Affairs. 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.

The actions Hearing Officer Report will be submitted to the of the Authority's Board or Chief Executive Officer designee, for review to make a final decision on the protest for the award of the Contract which will be the final Authority action decision of the Authority 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 the Vendor Acknowledgement. At that time, the Qualified Vendor will be provided with the Authority's Designated Contract Manager's name, department, address, telephone number, and e-mail address.

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

- a. The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Qualified Vendor, assuring that a Purchase Order(s) are issued to the Qualified Vendor, directing the Qualified 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 Qualified Vendor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract.
- b. The Authority's Designated Contract Manager will be responsible for soliciting Qualified Bidders according to Section 5.0, Method of Operation, when a project has been identified.