



Request for Proposal

2022-RFP-IPM-124

FOR: PROPERTY & FACILITY MANAGEMENT SERVICES

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to Section 1.3.1 of this RFP for more information.)	Thursday, June 16, 2022	02:00 PM ET
Optional Pre-Proposal Conference (Refer to Section 1.3.2 of this RFP for more information.)	Friday, June 10, 2022	12:00 PM
Optional Site Visits (Refer to Section 1.3.3 of this RFP for more information.)	June 9, 2022 & June 10, 2022	11:00 AM ET & 11:00 AM ET
Proposal Submission Date (Refer to Section 1.3.6 of this RFP for more information.)	Wednesday, July 6, 2022	02:00 PM ET

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

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

RFP Issued By:

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

Date: 5/26/22

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1.0 INFORMATION FOR BIDDERS

This Request for Qualifications/Proposals (“RFP”) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit and obtain proposals from highly qualified firms to provide property and facility management services.

1.1 PURPOSE AND INTENT

The purpose of this RFP is to solicit Proposals from highly qualified firms who will provide property and facility management services. The services will be performed for various properties owned, operated, leased, and/or managed by the Authority and its subsidiaries. Currently, the properties include:

- NJEDA Headquarters, Trenton, New Jersey (including Barnes Street Parking Lot);
- New Jersey Bioscience Center, North Brunswick, New Jersey;
- The Tech Center Expansion Site, North Brunswick, New Jersey;
- NJEDA satellite offices in Camden;
- NJEDA satellite offices in Newark;
- NJEDA satellite offices in Trenton;
- NJEDA satellite offices at Fort Monmouth;
- Other EDA owned/managed properties as needed.

Each property requires separate and distinct services which are more fully outlined in this RFP. NJEDA will administer the contracts subject to this RFP on its behalf. NJEDA reserves the right to enter into separate contracts with the successful Firm to distinguish between the services required for each NJEDA-property. **Properties may be added during the term of the contract if NJEDA purchases, leases, operates and/or maintains additional sites.** Properties may be deleted during the term of the contract if NJEDA sells, terminates a lease(s) or ceases to operate or maintain any particular site (in whole or in part). The NJEDA may seek to separately contract for the services provided pursuant to the terms of this RFP and nothing within this RFP shall be deemed to provide the successful Firm with an exclusive right to the NJEDA's property and facility management services.

The intent of this RFP is to award one (1) three (3) year contract, with two (2) one (1) year extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer whose Proposal, conforming to this RFP is most advantageous to the Authority, price and other factors considered.

Time is critical with respect to the contract. The successful Firm must be ready, willing, and able to gear up and begin performing the work required by this RFP within thirty (30) days of the award. The successful Firm, as part of its proposal, is to submit a detailed and convincing gear up plan as to how the successful Firm will begin services within thirty (30) days of the award.

During the first two weeks after the Notice of Intent to Award, the NJEDA and the successful Firm will agree upon what services will be provided through subcontractors and what services will be provided through the successful Firm's in-house staff. The successful Firm will also provide an

updated transition and staffing plan within three (3) weeks of the date of the Notice of Intent to Award. NJEDA reserves the right, in its sole discretion, to approve the transition and staffing plan.

In the event the services contracted under this RFP are scheduled to end either by contract expiration or by termination by the NJEDA (at the NJEDA's sole discretion), or during a bid challenge period, it will be incumbent upon the successful Firm to continue the services, if requested by the NJEDA, until a replacement Firm can be completely operational. The successful Firm will be compensated for these services at the rates in effect when this transitional period clause is invoked by the NJEDA. In addition, the successful Firm agrees to provide phase-in/phase-out services for a period of not more than thirty (30) days at the rates in effect at the time. Continuity for all services required under the contract(s) must be maintained during this period, unless NJEDA advises otherwise.

The Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contracts for Services, please refer to Exhibit A1 and A2, are in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

Pursuant to Governor Murphy's 2021 Executive Order No. 271 (EO No. 271) a Covered Contractor (which includes both the proposer and any subcontractors) must certify prior to executing a newly awarded contract it is in compliance with the requirements of EO No. 271.

This is satisfied by having the policies and practices required by EO No. 271 in place and shall collect all data necessary for compliance with EO No. 271 (attached hereto as Exhibit K). For additional information, please reference: <https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf>.

1.2 BACKGROUND

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

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

This Solicitation is a Re-Procurement of the Property & Facilities Management RFP provided under the Contract that is presently due to expire on October 31, 2022.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at EDAProcurementQA@njeda.com by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

QUESTIONS-2022-RFP-IPM-124 – PROPERTY & FACILITY MANAGEMENT SERVICES

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer 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 RFP prior to the final award;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this Solicitation and part of any Contract awarded as a result of this RFP.

1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR SERVICES

Questions regarding the Authority's Contract for Services, please refer to Exhibit A1 and A2, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

1.3.2 OPTIONAL PRE-PROPOSAL CONFERENCE

The purpose of the Optional Pre-Proposal Conference is to provide a structured and formal opportunity for the Authority to accept questions from Proposers regarding this RFP. If questions are posed by potential Proposers, answers to such questions will be issued by Addendum. Any Addendum to this Solicitation will become part of this RFP and part of any Contract awarded as a result of this RFP.

Proposers are strongly encouraged to attend.

The date and time of the Optional Pre-Proposal Conference is indicated on the cover sheet of this RFP.

The location of the Optional Pre-Proposal Conference will be as follows:

New Jersey Economic Development Authority
36 West State Street

1.3.3 OPTIONAL SITE VISIT

An Optional Site Visit has been scheduled for this procurement on the date and time indicated on the RFP cover sheet. **Photographs will NOT be permitted.** The dates and times and locations of the Optional Site Visits will be as follows:

- NJ Bioscience Center, 675 US Highway One South, North Brunswick, New Jersey (sign in at the conference room) on Thursday, June 9, 2022 at 11:00 AM;
- and
- NJEDA Headquarters and Barnes Street Parking Lot, 36 West State Street, Trenton, New Jersey (sign in at the 1st floor security desk) on Friday, June 10, 2022 at 11:00 AM.

No Questions or Inquiries will be accepted or answered during the Optional Site Visit. All Questions are to be held and submitted in accordance with RFP Section 1.3.1.

The successful Firm will be required to assume sole responsibility for the complete effort as required in this RFP. No special consideration will be given after proposals are opened due to the Proposer's failure to be knowledgeable of all conditions existing at the sites. By submitting a proposal, the Proposer covenants and agrees that it has satisfied itself, from its own investigation and through the site tours, of the conditions to be met, and that it fully understands its obligation and that it will not make any claim for, or have right to cancellation or other relief under the contract(s) because of any misunderstanding or lack of familiarity with all the sites.

1.3.4 PROJECTED MILESTONE DATES

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

Site Tour at NJBC: ET	Thursday, June 9, 2022 @ 11:00 AM
Site Tour at NJEDA Headquarters (Trenton):	Friday, June 10, 2022 @ 11:00 AM ET
Optional Pre-Proposal Conference at NJEDA Headquarters (Trenton):	Friday, June 10, 2022 @ 12:00 PM ET
Q&A Period Ends: ET	Thursday, June 16, 2022 on or before 2:00 PM
If required, Addendum:	On or about Wednesday, June 22, 2022
Proposals Due: ET	Wednesday, July 6, 2022 on or before 2:00 PM
Estimated Recommendation for Award:	Wednesday, September 14, 2022 via Authority Board Scheduled Meeting
Estimated Contract Execution:	On or about September 22, 2022

1.3.5 TIMELY SUBMISSION OF PROPOSALS

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

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

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

“(Proposer’s Company Name) - Bid Submission-2022-RFP-IPM-124 Property & Facility Management Services, and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:

<https://njeda.sharefile.com/r-r6152b3d30bc9479699e9b6e3e8d308d3>

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

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

NOTE: If a Proposer uploads multiple documents, EDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

1.3.6.2 ELECTRONIC SIGNATURE

Proposers submitting Proposals electronically may sign the forms listed in Section 4.0 Proposal Preparation and Submission – Requirements of the Proposer (Required Compliance Documentation Pre- and Post-Proposal Submission).

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.4 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid 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 Proposer is agreeing to be bound by the electronic signature.

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

This practice applies only to Proposals 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.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.6.3.

1.3.6.3 HARD COPY PROPOSAL SUBMISSION

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

Asteris “Ted” Fanikos
Senior Procurement Officer
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
36 WEST STATE STREET
PO BOX 990
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer’s Name and Address:

2022-RFP-IPM-124 PROPERTY & FACILITY MANAGEMENT SERVICES Wednesday, July 6, 2022 on or before 2:00 PM ET

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and four (4) copies marked “COPY”.

Proposals submitted by facsimile will not be considered.

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

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

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

Any Proposal 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 RFP

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

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

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

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

1.4.2 PROPOSER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP Solicitation.

1.4.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT

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

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

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

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

1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT

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

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

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

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

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the IPM Procurement Department at email: EDAProcurementQA@njeda.com, with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal 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 Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

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

If, after the Proposal submission opening but before contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the IPM Procurement Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Proposal. After the Proposal submission opening, while pursuant to the provisions of this section, the Proposer may request to withdraw the Proposal and the Authority may, in its sole discretion allow the Proposer to withdraw it, the Authority also may take notice of repeated or unusual requests

to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or Proposals.

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

If it is discovered that there is an arithmetic disparity 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 Proposer's intention is not readily discernible from other parts of the Proposal, the IPM Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

1.4.7 JOINT VENTURE

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

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

1.4.8 SUBCONTRACTORS/SUBCONSULTANTS

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

See Proposer's Checklist – Subcontractor Utilization Form, complete & submit, if applicable.

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

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

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

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

1.4.9 CONFLICT OF INTEREST

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

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

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

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

Addendum – Written clarification or revision to this RFP issued by the Authority.

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

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

Authority – The New Jersey Economic Development Authority.

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

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

Bidder – An individual or business entity submitting a Proposal in response to this RFP.

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 Contracts for Services – Exhibit A1 and A2, this RFP, any addendum to this RFP, and the Bidder's Proposal submitted in response to this RFP, as accepted by the Authority.

Contractor – The Bidder/Proposer awarded a contract resulting from this RFP.

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 Internal Process Management Department, 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 Proposals submitted in response to this RFP 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.

Internal Process Management Procurement (IPM Procurement) – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

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

May – Denotes that which is permissible, not mandatory.

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

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

Proposer - An individual or business entity submitting a Proposal in response to this RFP.

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

Request for Qualification/Proposal (RFP) – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Qualifications/Proposal, 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 Proposal.

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

Should – 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 Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes 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 Proposer for a single unit identified on a price line.

Vendor - An individual or business entity submitting a Proposal in response to this RFP.

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

2.1.1 CONTRACT-SPECIFIC DEFINITIONS

ANSI - American National Standards Institute Safety Code

ASHRAE – American Society of Heating, Refrigeration and Air-Conditioning Engineers.

ASME – American Society of Mechanical Engineers.

DLWD – NJ Department of Labor and Workforce Development.

Emergency Operating Plan – A plan that includes actions to be taken to ensure the facilities are adequately maintained and protected in an emergency situation.

Emergency Services Calls – Emergency Service Calls are those service calls when the work consists of correcting failures that constitute an immediate danger to personnel or property including, but not limited to, broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems which may cause fire or shock, gas or oil leaks, and major air-conditioning problems.

EPA – Environmental Protection Agency.

NFPA – National Fire Protection Association.

NJBC – The New Jersey Bioscience Center (NJBC) is owned and managed by NJEDA. The NJBC is a 50-acre campus comprising 4 buildings and a fire pump building, totaling more than 330,000± square feet located on Route 1 in North Brunswick, Middlesex County, NJ.

Occupants – Building tenants.

OSHA – Occupational Safety and Health Administration.

Prevailing Wage Act – The Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. establishes prevailing wage levels for workers engaged in “public works” which is defined under the Prevailing Wage Act to include construction, reconstruction, demolition, alteration, custom fabrication or repair work or maintenance work, including painting and decorating done under contract paid for in whole or in part out of funds of a public body, except work performed under a rehabilitation program.

Preventative Maintenance – A program with supporting logs and records to ensure regular inspections and maintenance tasks are accomplished on all buildings and equipment.

Routine Service Calls – Calls not classified as Emergency Service Calls or as Urgent Service Calls.

Special Projects – Include renovations and other capital projects, and support of occasional State sponsored special events. Special Projects occur after normal business hours.

State BSCA - State Building Service Contracts Act, N.J.S.A. 34:11-56.59 et seq. The State BSCA establishes prevailing wage levels for the employees of contractors and subcontractors furnishing building services for any property or premises owned or leased by the State.

Urgent Services Calls – Circumstances that interrupt or otherwise adversely affect State operations.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}

3.1 EO NO. 271 (MURPHY 2021) PROVISIONS

The Contract incorporates required provisions to be in compliance with EO No. 271, including but not limited to the following:

3.1.1 COVERED CONTRACTOR'S REQUIREMENTS:

- A. The Covered Contractor shall maintain a policy requiring all Covered Workers to either provide adequate proof to the Covered Contractor that they have been fully vaccinated for COVID-19 or submit to COVID-19 testing at minimum one to two times weekly.
 - 1. The foregoing requirement also must be included into lower-tier subcontractor(s)' requirements.
- B. The Covered Contractor's invoicing must re-certify the Contractor's compliance with the requirements of EO No. 271. Please reference Section 5.17 in the RFP for additional invoicing requirements.

3.1.2 COVERED CONTRACTOR'S REPORTING:

Covered Contractors must have a policy for tracking test results from testing required by EO No. 271 and must report results to local public health departments.

3.2 PROPERTY AND FACILITY MANAGEMENT SERVICES – GENERAL

The successful Firm will be required to provide all the services described in this RFP and all other services, including procuring, managing, and supervising all necessary subcontractors required by the NJEDA for the following properties:

- 1. NJEDA Headquarters, Trenton, NJ (including Barnes Street Parking Lot)
Scope of Services: Property and facility management services as further provided in Section 3.3
- 2. NJ Bioscience Center, North Brunswick, NJ
Scope of Services: Property and facility management services
- 3. Tech Center Expansion, North Brunswick, NJ
Scope of Services: Property management services

The successful Firm may be required to provide property and/or facility management at the following additional properties. However, it is not anticipated that any work will be issued at the time of award and it is at the Authority's sole discretion whether to issue work at the following properties:

- 4. NJEDA satellite offices in Camden, NJ;
- 5. NJEDA satellite offices in Newark, NJ;
- 6. NJEDA satellite offices in Trenton, NJ;

7. NJEDA satellite office at Fort Monmouth;
8. Waterfront Development Lots, Camden, NJ (currently used as surface parking lots); and
9. Pamphylia Avenue, Bridgeton, NJ.

Please note that services for Properties #4 through #9 above are not anticipated to be needed at the time of award, and would only require limited property management services. A project specific Task Order Request (TOR) will be prepared by NJEDA staff and issued to the successful Firm if property management services are required. It is within the Authority's sole discretion whether to exercise same for these aforementioned properties.

Each of the above listed properties requires separate and distinct property and facility management services which will be generally outlined by the terms, conditions, specifications, and Scope of Services included in this RFP. Furthermore, the successful Firm awarded the Agreement to provide the services subject to this RFP may also be retained by the NJEDA to provide additional services for other NJEDA owned, operated, leased, or managed properties. It is understood that NJEDA must find the successful Firm's services to be acceptable and satisfactorily completed to be considered a candidate to be retained by NJEDA to provide additional property management services relative to the project. It is further understood that NJEDA is under no obligation to solicit a proposal and/or retain the successful Firm to provide any such additional services. The Contract will be amended and appended as required, should NJEDA procure such additional project related services.

3.3 SCOPE OF SERVICES – PROPERTY / FACILITY MANAGEMENT – NJEDA HEADQUARTERS BUILDING (36 WEST STATE STREET & BARNES STREET PARKING LOT, TRENTON, NJ)

The successful Firm should provide in its proposal a detailed description of the Scope of Services for providing the Property/Facility Management functions for the NJEDA Headquarters Building as outlined in this RFP. They will be fully responsible for the management, operation, and maintenance for the NJEDA Headquarters building, and any other buildings and facilities as may be required by NJEDA. It should be noted in the Proposal whether the successful Firm will provide these services with in-house staff or will subcontract for these services. Where services are proposed to be provided through in-house staff by the successful bidder, NJEDA may require the successful bidder to obtain quotes for such services from subcontractors procured in accordance with the Solicitations of Proposals and Quotations Methodology, Exhibit D in order to assure that the amounts being charged for services to be provided by in-house staff are fair and reasonable. This support is defined as providing required services as requested by the NJEDA in order to maintain the building, inclusive of equipment, grounds and parking lot, in a condition consistent with the terms and requirements of this RFP. It is the responsibility of the successful Firm to review the Scope of Services outlined below and identify in its proposal any additional services which may be required to complete the Scope of Services.

The successful Firm must provide the following services which include but are not be limited to, all the management, administrative and technical functions for the effective and timely accomplishment of contract requirements including the following functions:

1. Property/Facility Management
2. Operation and Maintenance of Building Systems
3. Janitorial Services/Housekeeping

4. Window Cleaning
5. Pest Control
6. Trash Removal
7. Landscape/Grounds Maintenance
8. Snow Removal/De-icing

The successful Firm should provide in its Proposal a detailed list of services which will describe how it will accomplish each of the technical functions listed above including the number of personnel/subcontractors required for the property/facility management.

3.3.1 PROPERTY/FACILITY MANAGEMENT

The successful Firm must provide in its proposal a detailed description of the services to provide the property/facility management functions outlined in this RFP. This service is defined as providing required services as requested by the NJEDA in order to maintain the buildings, inclusive of equipment, grounds, roadways, sidewalks and parking lots, in a condition defined by the NJEDA. It is the responsibility of the successful Firm to review the Scope of Services outlined below and identify in its Proposal any additional services which may be required to complete the Scope of Services. The Property/Facility Management Services will include:

- a. The successful Firm will be fully responsible for supervision, operation, maintenance, and engineering of the NJEDA Headquarters and the Barnes Street Parking Lot, in Trenton, NJ, in an efficient, economical, and satisfactory manner. The successful Firm will provide a Site Superintendent supervised by the Facility Manager on site during normal business hours from 7:30 a.m. to 3:30 p.m., Monday through Friday except for NJEDA holidays (refer to NJEDA Holiday Schedule attached hereto as Exhibit H).

NJEDA reserves the right to modify the hours of the Site Superintendent to part-time at the hourly rates specified on the Fee Proposal. NJEDA reserves the right to increase or decrease the hours of the Site Superintendent and/or request replacement(s).

NJEDA reserves the right to assign the Site Superintendent to perform services at other NJEDA or State of NJ locations during normal business hours. NJEDA will reimburse the successful Firm for the Site Superintendent's actual miles traveled in accordance with the States approved rate.

The successful Firm must submit a weekly schedule of the hours that the Facility Manager will be on-site. The Facility Manager should plan to spend sixteen (16) hours at this site per week. NJEDA reserves the right to increase or decrease the hours of the Facility Manager and/or request a replacement.

- b. The successful Firm will provide all the supervision, administrative, operational and technical functions necessary for the effective and timely accomplishment of contract requirements. NJEDA must approve the successful Firm's operational procedures. NJEDA may, but is under no obligation to, inspect the property, building and parking lot included in this Scope of Services and may audit the successful Firm's activities to ensure compliance with the contract.

- c. NJEDA will compensate the successful Firm for all additional labor, supplies, materials, tools, and equipment necessary to accomplish the property/facility management functions outlined in this RFP. The successful firm must keep a detailed inventory of all the tools and equipment purchased for use at NJEDA locations. All tools and equipment currently onsite and those purchased during the contract will be the property of the NJEDA.
- d. The successful Firm will develop and implement a system to receive, record, respond, and track all service calls, trouble calls, or other operational problems. All paper records will be kept by the successful Firm and made available to the NJEDA, and will become the property of NJEDA. A listing and details of each service request preventive maintenance and other requested work shall be included as part of the monthly report per section 1(f) below. A copy of the current report is included.
- e. The successful Firm will be responsible for estimating, planning, scheduling, budgeting, accounting and reporting for all costs and manpower associated with contract activities, including the successful Firm's procurement functions as directed by the NJEDA.
- f. The successful Firm will be responsible for developing a monthly report template, in a format agreed upon by NJEDA. On a monthly basis, the successful Firm will be responsible for providing projected and actual facility management cost data to the NJEDA in support of the NJEDA's monthly accounting and annual property management budget planning.
- g. The successful Firm will develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely and accurate reports to the NJEDA for review and/or approval, as requested.
- h. It is necessary that various data be reported to the NJEDA on a monthly basis. The successful Firm will be responsible for developing a monthly report template, in a format agreed upon by NJEDA and will submit that report to the NJEDA. The report of monthly activities must include, at a minimum, an executive summary, all preventative maintenance activities, financial information and utility information for every calendar month not later than the 12th calendar day of the following month. Also, a monthly meeting will be held to review this report and discuss operational plans. The accounting and reporting procedures and systems will be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association conventions, or as directed by NJEDA.
- i. The successful Firm will provide experienced personnel for management of the facility. The Facility Manager will be responsible for directing and supervising work being performed by its employees, contractors, subcontractor(s), and/or its agents. The Site Superintendent will be available on call, 24 hours per day, seven days per week, to report to the facility subject to this RFP as required. The successful Firm will provide a response time of no more than one (1) hour after receipt of an emergency call. The Site Superintendent will be available at all times while the contract work is in progress to report to the NJEDA Real Estate Development

Division on the status of on-going activities by the successful Firm's employees and subcontractors.

- j. The successful firm will provide emergency services as needed on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by NJEDA or the alarm monitoring company, the successful Firm has a maximum of one (1) hour to respond to all calls. The successful Firm will provide NJEDA with an emergency call tree for the purposes of response escalation (on-call 24 hours per day, seven days per week). The successful Firm will also provide NJEDA Property Manager with one number which is accessible and answered 24 hours per day, seven days per week for maintenance requests and after-hour emergencies. The Proposer must consider the costs to provide this service in its Fee Proposal, since no additional compensation will be given, unless the emergency services are required to be performed on-site. The successful Firm must outline in its Proposal how it will handle emergency calls, the names of qualified personnel for response, and the method of transmission (i.e., cell phones, beepers, answering service) and will provide names and all access numbers to NJEDA within five (5) days of the date of the notice of award. The successful Firm is required to operate the facility during all emergency situations. The NJEDA Property Manager, in conjunction with the successful Firm, will make the determination when it would be unsafe for the successful Firm's employees to operate the facility.
- k. The successful Firm will be responsible for coordinating with NJEDA to provide the current alarm monitoring companies with contact information within one week of contract commencement. Ongoing assistance with the building's security and fire alarm systems and cameras will be required.
- l. The Site Superintendent will have complete authority to act for the successful Firm during the term of the contract, and will be authorized by the successful Firm to perform emergency repairs, accept inspection reports, notices of deduction and all other correspondence on behalf of the successful firm.
- m. The Site Superintendent and Facility Manager must possess experience in supervision, operation and maintenance programs in buildings of the approximate size and characteristics of the buildings at the NJ Bioscience Center. The successful Firm will be responsible to ensure that the property, facilities, roadways, sidewalks, and parking lots are all maintained to ensure the safety of all tenants, visitors, contractors, subcontractors, and invitees accessing the site.
- n. In the event of any emergency repairs or replacements whether after hours or not, the reason/cause and anticipated cost must be reported to the NJEDA immediately. This is not to imply that work should not begin prior to notification of the NJEDA if it will increase the damage to the building or property. Any major repair, or replacement whether an emergency or not, where the anticipated cost will be more than \$10,000, the successful firm must provide a written description explaining what happened, and what needed to be done. Pictures of the damaged equipment or building area must be taken prior to the work commencing which will be used to document the action taken to our insurance provider.

- o. Included in its Property/Facility Management fee, the successful Firm will assist in the preparation of the annual budget including assistance with forecasting and estimating expenses (capital and other) and onsite meetings as requested which will be submitted to NJEDA by August 1st of each year for the following year for review and approval by NJEDA. The successful Firm will also provide accounting services including, but not limited to, payment and accounting of accounts payable, cash flow statements, common area allocations and reconciliations, bank reconciliations, etc. These services will be provided on a timely basis as required by the NJEDA.
- p. The successful Firm must possess experience in supervision of operation and maintenance programs in buildings of the approximate size and characteristics of the building subject to this RFP. The successful Firm will be responsible to ensure that the property, facilities, roadways, sidewalks, and parking lots are all maintained to ensure the safety of all tenants, visitors, contractors, subcontractors, and invitees accessing the site.
- q. The successful Firm will include in its proposal for Property/Facility Management a staffing schedule identifying the number of employees and/or subcontractor employees needed to ensure the facility is manned eight hours per day, five days per week and to enable the successful Firm to properly, adequately, safely, and economically manage, operate, maintain and account for the facility. The successful Firm, through workload analysis, will advise the NJEDA when additional staffing/hours are deemed necessary and the NJEDA, in its sole discretion, will consider implementation of the request.
- r. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees and subcontractors are the responsibility of the successful Firm, which is in all respects the employer or contractor of such employees and subcontractors.
- s. NJEDA will have the right, in its sole discretion, to request the dismissal or reassignment of any employee or subcontractor. Upon dismissal of any employee working for the firm, the NJEDA shall have a chance at its sole discretion to review the resume and meet with any new employee the successful firm plans on hiring who will be stationed at our buildings. At a minimum, background checks will be conducted by the successful Firm on all employees that will be stationed in any facility prior to commencement of services.
- t. Each employee of the successful Firm and/or subcontractor will be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51. The successful Firm will provide receipt of proof of legal status from the Immigration and Naturalization Service (INS) for any foreign nationals.
- u. The successful Firm will provide name, telephone number, cell phone number, and e-mail address for the Firm's Representative, Site Superintendent, Facility Manager, and Accountant.

- v. The successful Firm should describe what services will be performed by the Facility Manager and the Site Superintendent during normal business hours and what services would need to be performed during overtime.
- w. The successful Firm is expected and required to procure, manage and supervise all subcontractors to a high quality of service and in accordance with the Solicitations of Proposals and Quotations Methodology, Exhibit D. For all work procured and undertaken on behalf of the NJEDA under this RFP, the firm must provide copies of all completed and signed subcontractor procurement and compliance forms, complete bid documents, including the scope, copies of all bids received and executed contracts. These documents will remain on file with the successful Firm and the NJEDA. The successful Firm shall provide electronic copies of all required documentation to NJEDA.
- x. The successful Firm is expected to complete all required reports, such as Right To Know (“RTK”), Incident Reports, budgets, certified payroll/prevaling wage documents, etc. on a timely basis.
- y. The Site Superintendent will assist NJEDA with card access and keys for the site.
- z. The Site Superintendent will assist NJEDA with events held at the site including, but not limited to: setting up and breaking down conference rooms, moving tables and chairs, microphone set-up and removal, and assisting caterers.
- aa. The Site Superintendent will assist NJEDA with furniture configurations, accessory installation, and relocation of personnel and/or boxes on an as-needed basis.
- bb. The successful Firm will assist with all aspects of the NJEDA Barnes Street parking lot, including, but not limited to, monitoring snow removal, access gate modifications, surface upgrades, tire bumper adjustments, fence repairs, video cameras, trash pickup etc.
- cc. **For any major equipment failure, repair or other property damage that is estimated to be in excess of \$10,000, all paperwork/quotes and photos for such repair/replacement should be submitted to the NJEDA immediately for an investigation of the possibility of an insurance claim.**
- dd. The successful Firm will assist with all aspects of procuring any items and supplies as needed for the operation and use of the facility, as may be required and requested by the NJEDA which includes but is not limited to, furniture, copier and office supplies, tools, office equipment, kitchen amenities/supplies, etc.

3.3.2 OPERATION AND MAINTENANCE OF BUILDING SYSTEMS

The successful Firm will be responsible for maintaining records of all maintenance and warranty information for mechanical, electrical and other building related systems. The successful Firm will be responsible for developing a monthly report template, in a format agreed upon by NJEDA and provide that to the NJEDA. The report must include, at a minimum, all activities detailing all mechanical, electrical and other building system maintenance activities occurring each month as

well as any planned maintenance in the future. The successful Firm will be responsible for procurement of emergency maintenance and repair of mechanical/electrical equipment and other building systems. Therefore, the successful Firm must either subcontract with firms which are capable of providing 24 hour emergency mechanical/electrical equipment services or must be capable of providing these emergency services with its own staff resources. The Scope of Services outlined below generally describes the required services for the operation of building systems and maintenance services as required under this RFP.

However, additional services may be required in addition to those outlined in this RFP pursuant to Section 5.14 of this RFP. It is the responsibility of the Proposer to review the Scope of Services and identify in its Proposal any additional services which may be required. NJEDA Headquarters' equipment and systems will be operated, maintained and repaired in accordance with manufacturer recommendations and will include all mechanical, electrical, plumbing and utility systems installed at the NJEDA Headquarters building subject to this RFP including but not limited to:

1. Air-conditioning equipment and systems
 2. Air-handling/distribution equipment and systems and controls
 3. Domestic water equipment and systems
 4. Electrical equipment, lighting and switchgear systems and controls
 5. Elevator equipment and systems
 6. Fire protection equipment and systems including fire pump
 7. Heating equipment, systems and controls
 8. HVAC system controls and monitoring equipment
 9. Sanitary sewage equipment and systems
 10. Storm drainage equipment and systems
 11. Underground utility systems
 12. Building security alarm systems and security access systems
 13. Roofing, roof flashing, and roof drains and related systems
 14. Interior and exterior window, door, and curtain wall systems
 15. Emergency services and generator
 16. All other equipment at the site
- a. The successful Firm will provide all supervision and labor and will plan, schedule, coordinate and ensure the effective and economical operation, maintenance, and repair of the building systems and equipment as specified in the RFP. All purchases and subcontracts will be procured in accordance with Solicitations of Proposals and Quotations Methodology, Exhibit D.
- b. All mechanical, electrical, plumbing and utility systems will be operated in an energy efficient manner and maintained at an acceptable level, and according to manufacturers accepted guidelines throughout the contract performance period. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition i.e., above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment. The successful Firm will be responsible for performing scheduled and unscheduled maintenance, and repairs, as necessary, on a 24 hour a day, 365 days per year basis, including emergency call-back service.

- c. The successful Firm will be responsible to contract for maintenance and management of central station monitoring for all fire protective/fire suppression systems, burglar and critical alarms of energy management systems. This monitoring will be in accordance with all BOCA National Building Codes, the National Fire Protection Association and all other applicable codes and requirements. It is the successful Firm's responsibility to maintain remote central station monitoring 24 hours per day, seven days per week, and be prepared to respond to any systems activation.
- d. The Site Superintendent will notify the NJEDA of any major equipment or systems not operating, or that become non-operational at anytime. The successful Firm will not delay in proceeding to repair malfunctioning equipment or systems. Security and fire alarm system malfunctions must be reported immediately to the central station and to the NJEDA contact person.
- e. The Site Superintendent must be able to utilize the building management system and make the appropriate modifications to the system to ensure the buildings systems are operated in an energy efficient manner to provide the following environmental conditions:

Temperature controls will be set to maintain 68-70 degrees Fahrenheit during working hours in the heating season. Temperature controls will be set to maintain 70-72 degrees Fahrenheit during working hours in the cooling season. Space temperatures during non-working hours will set back beginning at 6 PM and be maintained to assure the protection of the building and its systems.

The normal operating time for building equipment and systems will be considered as the time to operate the building's heating and air-conditioning equipment to provide the environmental temperatures mandated by NJEDA during the heating and cooling seasons. NJEDA's normal working hours are defined as 7:00 a.m. to 6:00 p.m. unless modified by the NJEDA. The starting of the building HVAC equipment must be based on weather conditions, which will provide the proper environmental conditions during those hours. Equipment will not be operated unnecessarily during the evening hours, overnight, weekends, holidays, or when the total building or specific areas of the building are not in use.

The Site Superintendent must be able to access the building management system remotely.

- f. The successful Firm will develop and implement a Comprehensive Preventative Maintenance Program. At the first day of each month, a monthly preventative maintenance schedule must be provided to NJEDA. All equipment and systems and plumbing will be maintained at an acceptable level as previously defined to ensure that the buildings are operated in an efficient manner. The program will include, but will not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement and necessary parts and repairs to keep the equipment and systems in optimum operating condition. Manufacturers recommended preventative maintenance will be the minimum accepted level. The

successful Firm will be responsible for developing a monthly report template, in a format agreed upon by NJEDA. The Firm will complete the Monthly Report. The preventive maintenance report will be reviewed at the monthly meetings with a quarterly detailed review of the reports, work documents, invoices and future procurement plans.

- g. In the event of any major equipment failure, repair or other property damage that is estimated to be in excess of \$10,000.00, will need to be immediately reported to the NJEDA Real Estate Staff. All paperwork/quotes, pictures and a written description of the situation should be submitted to the NJEDA immediately for an investigation into the possibility of an insurance claim.

1. Elevator Maintenance

The successful Firm will maintain elevator and associated equipment in a safe and operative condition in compliance with the requirements of the latest edition of the American National Standards Institute (ANSI) Safety Code for elevators and escalators and all other applicable laws and regulations of the State of New Jersey. The successful Firm will direct its service subcontractor to respond immediately to all reports of elevator problems or malfunctions during normal working hours. The elevator will be maintained and operated in accordance with the manufacturer's specifications. The successful Firm will also be responsible for performing work associated with and the coordination of a yearly NJ Department of Community Affairs (DCA) inspection.

There is one Otis 5 stop hydraulic passenger elevator in the building which will be included in the Scope of Services as outlined in this RFP.

2. Mechanical equipment maintenance and monitoring

- (2) Trane #PCCBDAC-52 air handling units
- (2) Chilled water pumps
- (2) Hot water pump,
- (2) Exhaust fans
- (51) VAV Boxes
- Fan coil unit
- Cabinet heaters and fin tube radiators
- Automatic Temperature Controls (ATC)
 - VAV boxes
 - Hot water system
 - Chilled water system
 - RTU 1 & 2
- Sump pump
- Sewage Ejector pump
- Domestic water booster pump
- Domestic water heaters
- Emergency generator
- All other equipment at the site and as noted in preventive maintenance section 3.3.2(f) above

3. Fire alarm and Security maintenance and monitoring
4. Sprinkler & fire pump maintenance including annual testing
 - Fire pump
 - Jockey pump
5. Carpet maintenance - Maintain carpet as specified by manufacturer to ensure a lifetime warranty for the carpet.
6. Implementation of a Mold Prevention Program to prevent, reduce or eliminate mold growth.
7. Parking lot gates, access system, video security system and building card access software.
8. Any other equipment in the building as requested by the NJEDA.

3.3.3 JANITORIAL SERVICES/HOUSEKEEPING

The successful Firm will be required to supply all janitorial services, supplies and housekeeping as required to maintain a clean building environment. The successful Firm will provide daily, five days per week, janitorial and housekeeping services, equipment and supplies.

The required areas covered by the RFP, will be identified and explained as needed during the site walkthrough planned as part of this RFP.

The janitorial/housekeeping services will include:

A janitorial quality control inspection via onsite visit is required to be performed by successful firm's staff during the cleaners shift to ensure the scope is being followed on at least a bi-weekly basis.

On a daily basis:

- a. Thorough cleaning of all floors in the office, cubicle, break room, lunch room and common areas using a vacuum and/or chemically treated mop including wet cleaning of floors where necessary.
- b. On a daily basis, thoroughly clean and dust all public areas including board room, break rooms, lunch room, corridors, all stairways, lobbies, reception areas, conference rooms and elevators with surface cleaners, vacuum and/or wet mop. Spot clean glass doors, office windows and clean entrance floors and steps as needed. All cleaning products must be CDC compliant to eliminate all viruses on surfaces throughout the building. Vacuum all carpet runners at entrance doors and lobby area.
- c. Empty and clean all wastepaper and recycling baskets. Supply and place waste paper, recycling, and trash can liners, including exterior trash cans and cigarette

receptacles if applicable on a daily basis. Disposal of all trash and recycling in the proper site trash dumpster.

- d. Thoroughly clean all restrooms on a daily basis. Clean and disinfect lavatory and toilet bowls inside and outside, clean fixtures, mirrors and empty sanitary disposal receptacles daily. All cleaning products must meet CDC guidelines for the elimination of all viruses. Fill dispenser items such as toilet tissue, paper towels, soap and feminine product machines as needed (these items, as well as all other supplies are to be procured by the successful Firm and included in the bid price). Wet clean floor with germicidal solution, wet wipe ledges, empty wastebaskets, replace liners, spot clean lavatory doors and door knobs on a daily basis with a sanitizing cleaner per CDC guidelines. Wet clean metal partitions and doors on a weekly basis.
- e. Thoroughly clean all kitchen/coffee break rooms, board room, lunch room and vending machine areas including equipment, sinks, tables, countertops, coffee machines, appliances, the top of refrigerators. Empty trash cans and replace can liners, remove all trash to trash holding areas for disposal on a daily basis. Inspect dishwashers for soiled dishes, adding dishwasher detergent, and activate cleaning cycle as needed. Replace all paper towels, soap and dishwasher detergent as needed (these items, as well as all other supplies are to be procured by the successful Firm and included in the bid price).
- e. Disposal of all trash and recycling in the proper site trash dumpster.
- f. The successful Firm will remove litter and other accumulated debris from the exterior of the building and landscaped area at NJEDA Headquarters at times between landscape visits on a daily basis. They will also ensure the placement and emptying of external cigarette butt containers and trash cans as needed.

On a weekly basis:

- g. Wet clean or use treated cloth for cleaning and dusting of furniture, file cabinets, cleared areas of desks only, telephones, window sills, low ledges, top of refrigerators, water coolers and vending machines, on a weekly basis with a CDC approved cleaner
- h. Vacuum and wipe clean all exposed surfaces of offices, board room, conference room, cubicle seating, all stairwells and elevator walls on a weekly basis with a CDC approved cleaner.

As needed/requested:

- i. Spot clean smudges on walls, elevator interior panels, office windows, interior lobby glass including vestibule and all front doors (reachable from the ground), interior office windows, cube walls and all doors as necessary with a CDC approved cleaner.
- j. Clean and sweep all floors in maintenance areas and equipment rooms at least once a month or as requested. Clean and sweep all floors in server room as requested.

On a monthly basis:

- k. Defrost and clean all refrigerators.
- l. Successful firm must acquire separate competitive quotes for carpet cleaning as per Solicitations of Proposals and Quotations Methodology, Exhibit D. After normal building hours of 8 PM during a weekday, or on a Saturday, the entire carpeting on one floor should be shampooed each month, on a rotating basis (one floor the first month, another floor the second month, etc.). The elevator, vestibule carpet and carpet runners at the entrance doors should be shampooed every month. As part of this additional work all ceiling diffusers should be wiped clean on the floor being shampooed.
- m. Perform a top down cleaning of occupied spaces including high ledges and other areas not covered in the cleaning routine listed above with a CDC approved sanitizing cleaner

Quarterly:

- n. Quarterly strip and re-wax all tile floors, including bathrooms, stairwells, lunch room, break rooms and lobby area.

Day Matron Cleaner proposal

- p. A separate price proposal shall be required for 4 hours of limited janitorial services for the NJEDA Headquarters common areas will also need to be performed 5 days per week at the same hourly rate as the monthly cleaning services. Including but not limited to wiping down door handles and all countertops, bathroom stall door handles and toilet handles with a disinfectant solution and any other high touch surfaces, that meets all CDC guidelines for eliminating viruses, emptying restroom, breakroom and lunchroom trash cans and replacing liners as needed, stocking paper products in all areas and feminine hygiene products in all restrooms (no additional cost to EDA), sweeping restroom floors and any other housekeeping items as directed by Site Superintendent. This proposal may be discontinued with 30 days notice at the NJEDA's discretion.

3.3.4 WINDOW CLEANING

The window cleaning for the facility will include the cleaning of both the exterior and interior window surfaces, and interior lobby doors two (2) times per year. The window cleaning services will be provided during the months of April and October and will be supervised by the Site Superintendent. The successful Firm will be required to perform the following:

- a. Cleaning and/or washing windows - inside and outside as specified in the Scope of Services. The successful Firm must use a cleaning solution sufficient in strength to remove all stains from window areas.

- b. Supply scaffolding, rigging and other equipment as necessary to complete the work specified.
- c. The washed glass should be clean and free of dirt, grime and streaks, and should be clear of all excess moisture.
- d. Acids will not be used for cleaning windows.
- e. Squeegees, brushes, and other equipment used for cleaning windows should be attached to the window cleaner's person, either by a strong rope or chain. This is to prevent the articles from falling and injuring someone or damaging property.
- f. No outside window maintenance work will be performed when weather conditions (such as high wind or ice) are such that they add to the hazards of the cleaning operation.
- g. The successful Firm will be responsible for all safety precautions while performing the window cleaning services. After all window cleaning services are completed, the area beneath the windows will be cleaned from any soil or waste caused by the successful Firm during the performance of these services. This will also include outside window ledges.
- h. The window washing will be scheduled and performed as to provide the least inconvenience to the building occupants. The successful Firm will provide written notice to the building occupants and tenants at least seven (7) days prior to the scheduled start of work. Outside window cleaning needs to be scheduled for an NJEDA holiday or a weekend as to avoid blocking the sidewalk during the busy work day.
- i. In instances where building occupants are seriously inconvenienced, the window washing activities will be rescheduled at the discretion of NJEDA.
- j. Scaffolding and rigging utilized on the job must comply with all State and Federal OSHA regulations. Areas below rigging must be secured with appropriate signs and barricades.
- k. The successful Firm is responsible for removing any and all water streaks or damage to the exterior skin of the buildings.

3.3.5 PEST CONTROL

The successful Firm will provide services to adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pest not specifically excluded from the proposed Scope of Services. The successful Firm should include in its proposal a detailed description of the pest control program including scheduled inspections for the building. Pest control services are to be carried out by personnel fully licensed to perform these services.

3.3.6 TRASH REMOVAL

As previously stated, trash and recycling will be removed from the building daily by the cleaning staff and disposed of in a dumpster in the rear alley.

3.3.7 LANDSCAPE/GROUNDS MAINTENANCE

The successful Firm will provide to the NJEDA professional landscape and ground maintenance services as defined in the Scope of Services outlined in this RFP through self performance or a contractor but must be procured through the Solicitations of Proposals and Quotations Methodology, Exhibit D. Should the successful Firm identify any additional services which have not been included in this Scope of Services, it should include those services in its proposal and list them as additional services. A detailed Scope of Services and cost estimate will be presented to the NJEDA Real Estate Development Division each year prior to the start of spring clean-up.

- a. Weed Control - The successful Firm is responsible to maintain a weed-free appearance on the property, parking lot and in all planting beds. The successful Firm will use balanced slow release fertilizers and pre-emergent weed control at a rate appropriate to the materials in the landscape plan. The successful Firm will also maintain the mulch level in the planting beds by removing old mulch as necessary each year prior to placing new mulch in the beds. This is to keep a reasonable mulch level that won't be so high as to hinder the trees growth. The successful Firm will use chemicals which are approved by the Environmental Protection Agency and are considered to be safe and effective. The Successful Firm must use a licensed applicator or licensed operator under the supervision of a licensed applicator in accordance with state law and Environmental Protection Agency regulations. The successful Firm will maintain a written record of all chemical application for the NJEDA verification.
- b. Pruning - The successful Firm will prune and trim all evergreens, shrubs and deciduous trees and plantings in accordance with the annual maintenance program and industry standards
- c. Sprinkler System – will be operated, maintained, winterized an activated each spring by the successful firm.
- d. Policing Grounds - The successful Firm will remove litter and other accumulated debris upon each visit at NJEDA Headquarters and the Barnes Street Parking Lot. The successful Firm will not use any on site location or trash container for the depositing of landscape debris accumulated due to work performed by the successful Firm.
- e. Quality Control - The successful Firm will make every effort to perform said services so as to avoid any inconvenience to the NJEDA and adjacent property owners/tenants. Weekly services will be performed on the same day(s) each week or as close to that day as possible. The successful Firm will monitor the performance of this Scope of Services, by either the successful Firm's own employees or the successful Firm's subcontractors to ensure that quality services are being provided to NJEDA.

3.3.8 SNOW REMOVAL/DE-ICING

The successful Firm will be responsible for removing any and all snow and ice accumulation from all entrances, landings, sidewalks, approaches and the Barnes Street Parking Lot before the building occupants report for work and on a continuous basis thereafter. Snow and ice removal will be provided as necessary for accessibility and/or to eliminate hazards. All necessary manpower, supplies and equipment for snow removal operations will be provided as required. Chemical and/or sand for de-icing will be furnished by the successful Firm as required to reduce safety hazards due to ice and snow accumulation.

Snow and ice removal operations during business hours must commence no later than one hour after the snow accumulation occurs. The successful Firm must provide snow removal services to maintain safe access to all buildings on the site from 6:00 a.m. until 6:00 p.m. Snow removal operations during weekend hours may commence upon the completion of the snowfall, but all accumulated snow must be removed by 6:00 a.m. the Monday morning after the snowfall. Snow piles from plowing the parking lot must be placed at the far end of Barnes Street lot closest to Bank Street to maximize available parking spaces. Upon request a quote to truck excess snow offsite may be requested by NJEDA.

The Site Superintendent will be on site to evaluate the condition of the sidewalks, entrances and parking lot upon completion of the snow removal operation. Should high wind conditions cause drifting of snow or the snowfall continues during normal working hours requiring additional snow removal services, the Site Superintendent will order additional snow removal services on a time and material basis as required to maintain access to the building. The Site Superintendent will be responsible for verifying all work performed on a time and material basis.

The successful Firm must require, in its request for proposals to subcontractors for snow removal, a lump sum cost per occurrence for the removal of snow and ice from sidewalks and the parking lot in several incremental levels. A detailed bid form will be provided to the successful Firm.

The successful Firm must also require a lump sum cost per occurrence for application of calcium chloride to sidewalks and a sodium based ice melt product for the parking lot on an as needed basis.

The Site Superintendent will be responsible for determining the depth of snowfall by on-site measurements and National Weather Service Data and will verify that the snow removal company has billed the NJEDA correctly. The Site Superintendent will be on site to evaluate the condition of the sidewalks and the parking lot upon completion of the snow removal operation. Should high wind conditions cause drifting of snow requiring additional snow removal services, the Site Superintendent will order additional snow removal services on a time and material basis as required to maintain access to the building. The Site Superintendent will be responsible for verifying all work performed on a time and material basis.

Within twenty-four (24) hours of snow removal or de-icing services, the successful Firm will provide the NJEDA with a report of the snow removal or de-icing services performed. The report will include the National Weather Service detail of area conditions, what services were performed, and what portion of the property required the service.

3.3.9 PERMITS AND LICENSES; COMPLIANCE WITH LAW

The successful Firm will, at its expense, procure all licenses and permits which are required to lawfully render the Property/Facility Management Services required by this RFP.

3.4 SCOPE OF SERVICES – PROPERTY / FACILITY MANAGEMENT – NEW JERSEY BIOSCIENCE CENTER (“NJBC”) (NORTH BRUNSWICK, NJ)

The successful Firm should provide in its proposal a detailed description of the Scope of Services for providing the Property/Facility Management functions as outlined in this RFP for the New Jersey Bioscience Center (“NJBC”). They will be fully responsible for the management, operation, and maintenance for the NJBC and any other buildings or facilities as may be requested by the NJEDA. It should be noted in the Proposal whether the successful Firm will provide these services with in-house staff or will subcontract for these services. Where services are proposed to be provided through in-house staff by the successful bidder, NJEDA may require the successful bidder to obtain quotes for such services from subcontractors procured in accordance with the Solicitations of Proposals and Quotations Methodology, Exhibit D in order to assure that the amounts being charged for services to be provided by in-house staff are fair and reasonable. This support is defined as providing required services as requested by the NJEDA in order to maintain the building, inclusive of equipment, grounds and parking lot, in a condition consistent with corporate standards. It is the responsibility of the successful Firm to review the Scope of Services outlined below and identify in its proposal any additional services which may be required to complete the Scope of Services.

The New Jersey Bioscience Center (“NJBC”), is owned and managed by NJEDA. The NJBC is a 50-acre campus comprising 4 buildings and a fire pump building, totaling more than 330,000± square feet located on Route 1 in North Brunswick, Middlesex County, NJ. The NJBC is a collaborative effort which features state-of-the-art laboratory, office and production facilities for emerging and established technology companies. The current tenant list is included in Exhibit I.

The successful Firm must provide the following services which include but are not limited to, all the management, administrative, and technical functions for the effective and timely accomplishment of contract requirements including the following functions:

1. Property/Facility Management
2. Operation and Maintenance of Building Systems
3. Janitorial Services
4. Window Cleaning
5. Pest Control
6. Trash Removal
7. Elevator Maintenance
8. Landscape/Ground Maintenance
9. Snow Removal/De-Icing
10. Incubator and Step Out Labs

The successful Firm should provide in its Proposal a detailed list of services which will describe how it will accomplish each of the technical functions listed above including the number of personnel/subcontractors required for the property/facility management.

3.4.1 PROPERTY/FACILITY MANAGEMENT

The successful Firm must provide in its proposal a detailed description of the services to provide the property/facility management functions outlined in this RFP. This service is defined as providing required services as requested by the NJEDA in order to maintain the buildings, inclusive of equipment, grounds, roadways, sidewalks and parking lots, in a condition defined by the NJEDA. It is the responsibility of the successful Firm to review the Scope of Services outlined below and identify in its Proposal any additional services which may be required to complete the Scope of Services. The Property/Facility Management Services will include:

- a. The successful Firm will be fully responsible for supervision, operation maintenance, and engineering of the NJBC, including facilities, parking lots and roadways in an efficient, economical, and satisfactory manner. The successful Firm must provide a Site Superintendent, supervised by the Facility Manager on site during normal business hours from 7:30 a.m. to 3:30 p.m., Monday through Friday except for NJEDA holiday list attached as Exhibit H. Non-NJEDA holiday list attached as Exhibit G. NJEDA reserves the right to increase or decrease the hours of the Site Superintendent and Facility Manager and/or request replacement(s).

NJEDA reserves the right to modify the hours of the Site Superintendent to part-time at the hourly rates specified on the Fee Proposal. NJEDA reserves the right to increase or decrease the hours of the Site Superintendent or request a replacement.

NJEDA reserves the right to assign the Site Superintendent to perform services at other NJEDA or State of NJ locations during normal business hours. NJEDA will reimburse the successful Firm for the Site Superintendent's actual miles traveled in accordance with the State approved rate.

The successful Firm must submit a weekly schedule of the hours that the Facility Manager will be on-site. The Facility Manager should plan to spend approximately twenty-four (24) hours at this site per week. NJEDA reserves the right to increase or decrease the hours of the Facility Manager and/or request a replacement.

- b. The successful Firm will provide all the supervision, administrative, operational and technical functions necessary for the effective and timely accomplishment of contract requirements. NJEDA must approve the successful Firm's operational procedures. NJEDA may, but is under no obligation to, inspect the property, roadways (including the access road from US Route 1 to the NJBC), sidewalks, parking lots, and buildings included in this Scope of Services and may audit the successful Firm's activities to ensure compliance with the contract.
- c. NJEDA will compensate the successful Firm for all additional labor, supplies, materials, tools and equipment necessary to accomplish the property/facility management functions outlined in this RFP. The successful firm must keep a detailed inventory of all the tools and equipment purchased for use at NJEDA locations. All tools and equipment currently onsite and those purchased during the contract will be the property of the NJEDA.

- d. The successful Firm will develop and implement a system to receive, record, respond, and track all service calls, trouble calls, or other operational problems. All paper and electronic records will be kept by the successful Firm and made available to the NJEDA, and will become the property of NJEDA. The firm will be required to develop and implement a report template, in a format acceptable to NJEDA, listing details of each service request, preventive maintenance and other requested work shall be included as part of the monthly report per section (f) below. A copy of the current report is included.
- e. The successful Firm is responsible for estimating, planning, scheduling, budgeting, accounting and reporting for all costs and manpower associated with contract activities, including the successful Firm's procurement functions as directed by the NJEDA.
- f. On a monthly basis, the successful Firm is responsible for providing projected and actual facility management cost data to the NJEDA in support of the NJEDA's monthly accounting and annual budget planning for the NJBC.
- g. The successful Firm will develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely and accurate reports to the NJEDA for review and/or approval, as requested.
- h. It is necessary that various data be reported to the NJEDA on a monthly basis. The successful Firm will be responsible for developing a monthly report template, in a format acceptable to NJEDA. The successful Firm will submit this monthly report to the NJEDA. The written monthly report will include all activities, including at a minimum, an executive summary all preventative maintenance activities, financial information and utility information for every calendar month not later than the 12th calendar day of the following month. Also, a monthly meeting will be held to review this report and discuss operational plans. The accounting and reporting procedures and systems will be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association conventions, or as directed by the NJEDA.
- i. The successful Firm must provide experienced personnel for management of the property and facilities subject to this RFP. The Facility Manager will be responsible for directing and supervising work being performed by the successful Firm, its employees, subcontractor(s), and/or its agents. The Site Superintendent will be available on call 24 hours per day, seven days per week, to report to the NJBC as required. The successful Firm will provide a response time of no more than one (1) hour after receipt of an emergency call. The Site Superintendent will be available at all times while the contract work is in progress to report to the NJEDA Real Estate Development Division on the status of on-going activities by the successful Firm and/or its subcontractors.
- j. The successful Firm will provide emergency services as needed on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by NJEDA or a tenant, the successful Firm has a maximum of one (1) hour to respond to all calls. The successful Firm will provide NJEDA with an emergency call tree for the purposes

of response escalation (on-call 24 hours per day, seven days per week). The successful Firm will also provide NJEDA and all tenants with one number which is accessible and answered 24 hours per day, seven days per week for maintenance requests and after-hour emergencies. The Proposer must consider the costs to provide this service in its Fee Proposal, since no additional compensation will be given, unless the emergency services are required to be performed on-site. The successful Firm must outline in its Proposal how it will handle emergency calls, the names of qualified personnel for response, and the method of transmission (i.e., cell phones, beepers, answering service) and will provide names and all access numbers to NJEDA within five (5) days of the date of the notice of award. The successful Firm is required to operate the facility during all emergency situations. The NJEDA Property Manager, in conjunction with the successful Firm, will make the determination when it would be unsafe for the successful Firm's employees to operate the facility.

- k. The successful Firm will be responsible for coordinating with NJEDA to provide the current alarm monitoring companies with contact information within one week of contract commencement. Ongoing assistance with the building's security and fire alarm systems and cameras will be required.
- l. The Site Superintendent will have complete authority to act for the successful Firm during the term of the contract, and will be authorized by the successful Firm to perform emergency repairs, accept inspection reports, notices of deduction and all other correspondence on behalf of the successful Firm.
- m. The Site Superintendent and Facility Manager must possess experience in supervision, operation and maintenance programs in buildings of the approximate size and characteristics of the buildings at the NJBC. The successful Firm will be responsible to ensure that the property, facilities, roadways, sidewalks, and parking lots are all maintained to ensure the safety of all tenants, visitors, contractors, subcontractors, and invitees accessing the site.
- n. In the event of any emergency repairs or replacements whether after hours or not, the reason/cause and anticipated cost must be reported to the NJEDA immediately. This is not to imply that work should not begin prior to notification of the NJEDA if it will increase the damage to the building or property. Any major repair, or replacement whether an emergency or not, where the anticipated cost will be more than \$10,000, the successful firm must provide a written description explaining what happened, and what needed to be done. Pictures of the damaged equipment or building area must be taken prior to the work commencing which will be used to document the action taken to our insurance provider.
- o. Included in its Property/Facility Management fee, the successful Firm will assist in the preparation of the annual budget including assistance with forecasting and estimating expenses (capital and other) and onsite meetings as requested which will be submitted to NJEDA by August 1st of each year for the following year for review and approval by NJEDA. The successful Firm will also provide accounting services including, but not limited to, payment and accounting of accounts payable, cash flow statements, common area allocations and reconciliations, tenant expense reports, etc. These services will be provided on a timely basis as required by the NJEDA.

- p. The successful Firm will include in its Proposal for Property/Facility Management a staffing schedule identifying the number of employees and/or subcontractor employees needed to enable the successful Firm to ensure the facility is manned eight hours per day, five days per week and properly, adequately, safely, and economically manage, operate, maintain and account for the NJBC. If awarded the contract(s), the successful Firm, through workload analysis, will advise the NJEDA when additional staffing/hours are deemed necessary and the NJEDA, in its sole discretion, will consider implementation of the request.
- q. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees and subcontractors are the responsibility of the successful Firm, which is in all respects the employer or contractor of such employees and subcontractors.
- r. NJEDA will have the right, in its sole discretion, to request the dismissal or reassignment of any employee or subcontractor. Upon dismissal of any employee working for the firm, the NJEDA shall have a chance at its sole discretion to review the resume and meet with any new employee the successful firm plans on hiring who will be stationed at our buildings. At a minimum, background checks will be conducted by the successful Firm on all employees that will be stationed at the NJBC prior to commencement of services.
- s. Each employee of the successful Firm and/or its subcontractors will be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51. The Successful Firm will provide receipt of proof of legal status from the Immigration and Naturalization Service (INS) for any foreign nationals.
- t. The successful Firm will provide name, telephone number, cell phone number, and e-mail address for the Firm's Representative, Site Superintendent, Facility Manager, and Accountant.
- u. The successful Firm should describe what services will be performed by the Site Superintendent during normal business hours and what services would need to be performed during overtime.
- v. The successful Firm is expected and required to manage and supervise all subcontractors to a high quality of service and in accordance with the Solicitations of Proposals and Quotations Methodology, Exhibit D. For all work procured and undertaken on behalf of the NJEDA under this RFP, the firm must provide copies of all completed and signed subcontractor procurement and compliance forms, complete bid documents, including the scope, copies of all bids received and executed contracts. These documents will remain on file with the successful Firm and the NJEDA. The successful Firm shall provide electronic copies of all required documentation to NJEDA.
- w. The successful Firm is expected to complete all required reports, such as Right To Know ("RTK"), Incident Reports, etc., on a timely basis

- x. The successful firm will assist NJEDA with card access and keys for the site.
- y. The Site Superintendent, as part of the proposed fee, will assist NJEDA with events held at the site including, but not limited to: setting up and breaking down conference rooms, moving tables and chairs, microphone set-up and removal, and assisting caterers.
- z. The Site Superintendent will notify the NJEDA of any major equipment or systems not operating, or that become non-operational at anytime. The successful Firm will not delay in proceeding to repair malfunctioning equipment or systems. Security and fire alarm system malfunctions must be reported immediately to the central station and to the NJEDA contact person.
- aa. **Any major equipment failure, repair or other property damage that is estimated to be in excess of \$10,000, all paperwork/quotes for such repair/replacement should be submitted to the NJEDA immediately for an investigation of the possibility of an insurance claim.**
- bb. The successful Firm will assist with all aspects of procuring any items and supplies as needed for the operation and use of the facility as may be required and requested by the NJEDA such as, but not limited to, furniture, copier and office supplies, tools, office equipment, kitchen amenities/supplies, etc.

3.4.2 OPERATION AND MAINTENANCE OF BUILDING SYSTEMS

The buildings include:

Building and/or Program	Square Feet	Address
Building 1	75,674	631 S. Route 1, North Brunswick, NJ
Building 2	60,116	661 S. Route 1, North Brunswick, NJ
Building 3	39,282	671 S. Route 1, North Brunswick, NJ excluding Incubator below
Building 4 including Step Out Labs on 2 nd Floor	58,830	685 S. Route 1, North Brunswick, NJ
Building 5	23,948	691 S. Route 1, North Brunswick, NJ
Incubator	48,196	675 S. Route 1, North Brunswick NJ and part of 671 S. Route 1, North Brunswick NJ

Currently, the operation and maintenance of the building systems in 631 S. Route 1, and 661 S. Route 1, will be contracted by the building tenants, but this is subject to change at any time at the EDA's discretion.

The successful Firm will be responsible for maintaining records of all maintenance for mechanical, electrical and other building related systems. The successful Firm will be responsible for developing a monthly report template, in a format acceptable to NJEDA. The firm will provide that monthly status report to the NJEDA detailing all mechanical, electrical and other building system

maintenance activities occurring each month, as well as, planned activities for the following month. The successful Firm will be responsible for procurement of emergency maintenance and repair of mechanical/electrical equipment and other building systems. Therefore, the successful Firm must either subcontract with firms which are capable of providing 24 hour emergency mechanical/electrical equipment services or must be capable of providing these emergency services with its own staff resources.

The Scope of Services outlined below generally describes the required services for the operation of building systems and maintenance services. However, additional services may be required in addition to those outlined in this RFP. It is the responsibility of the Proposers to review the Scope of Services and identify in its Proposal any additional services which may be required to complete the Scope of Services. The equipment and systems will be operated, maintained and repaired in accordance with manufacturers' recommended timeframes and will include all mechanical, electrical, plumbing and utility systems installed at the NJBC, including but not limited to:

1. Air-conditioning equipment and systems
 2. Air-handling/distribution equipment and systems and controls
 3. Domestic water equipment and systems
 4. Electrical equipment, lighting and switchgear systems and controls
 5. Elevator equipment and systems (Incubator and Step Out Labs as well as 1st floor of Building 4 or other elevators and systems that are added during phased construction.)
 6. Fire protection equipment and systems (including site fire pump and fire pump house)
 7. Heating equipment, systems and controls
 8. HVAC system controls and monitoring equipment
 9. Sanitary sewage equipment and systems
 10. Storm drainage equipment and systems
 11. Underground utility systems (site-wide)
 12. Building security alarm systems and security access systems
 13. Roofing, roof flashing, and roof drains and related systems (all buildings)
 14. Interior and exterior window, door, and curtain wall systems
 15. All plumbing and exterior sprinkler systems
 16. Emergency services and generators
 17. All other equipment at the site
- a. The successful Firm will provide all supervision, labor, materials, supplies, repair parts, tools, and equipment, and will plan, schedule, coordinate and ensure the effective and economical operation, maintenance, and repair of the building systems and equipment as specified in this RFP. All purchases and subcontracts will be procured in accordance with Solicitations of Proposals and Quotations Methodology, Exhibit D.
- b. All mechanical, electrical, plumbing and utility systems will be operated in an energy efficient manner and maintained at an acceptable level, and according to manufacturers' recommendations throughout the contract term. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition i.e., above the point where

deterioration will begin, thereby diminishing the normal life expectancy of the equipment. The successful Firm is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hour a day, 365 days per year basis, including emergency call-back service.

- c. With regard to the Building 2, the Building 3, the Incubator and Step Out Labs the Advanced Care Building, and site fire pump, the successful Firm will be responsible for central station monitoring for all fire protective/fire suppression systems and critical alarms of energy management systems. This monitoring will be in accordance with all BOCA National Building Codes, the National Fire Protection Association and all other applicable codes and requirements. It is the successful Firm's responsibility to maintain remote central station monitoring 24 hours per day, seven days per week, however, the successful Firm must be prepared to respond to any systems activation at the NJBC.
- d. The Site Superintendent will notify NJEDA of any major equipment or systems not operating, or that become non-operational at any time. The successful Firm will not delay in proceeding to repair malfunctioning equipment or systems. Security and fire alarm system malfunctions must be reported immediately to the central station and to the NJEDA Real Estate Development Division.
- e. The Site Superintendent must be able to utilize the building management system and make the appropriate modifications to the system to ensure the buildings systems are operated in an energy efficient manner to provide the following environmental conditions:
 - Temperature controls will be set to maintain 68-70 degrees Fahrenheit during working hours in the heating season. Temperature controls will be set to maintain 70-72 degrees Fahrenheit during working hours in the cooling season. Space temperatures during non-working hours will be maintained to assure the protection of the building and its systems.

The normal operating time for building equipment and systems will be considered as the time to operate the building's heating and air-conditioning equipment to provide the environmental temperatures mandated by NJEDA during the heating and cooling seasons and during the specific time periods mentioned in the leases. The starting of the building HVAC equipment must be based on weather conditions, which will provide the proper environmental conditions during those hours. Equipment will not be operated unnecessarily during the evening hours, overnight, holidays, or when the total building or specific areas of the building are not in use.

The Site Superintendent must be able to access the building management systems remotely

- f. The successful Firm will develop and implement a Comprehensive Preventative Maintenance Program. On the first day of each month, a monthly Preventative Maintenance schedule must be provided to the NJEDA. All equipment, systems and plumbing will be maintained at an acceptable level as previously defined to ensure that the buildings are operated in an efficient manner. The Preventative Maintenance Program will include, but will not be limited to, periodic inspection, testing, cleaning,

lubrication, adjustment, filter cleaning and replacement and necessary parts and repairs to keep the equipment and systems in optimum operating condition. Manufacturers recommended preventative maintenance will be the minimum accepted level. The successful Firm will be responsible for preventive maintenance reporting on ALL buildings at the NJBC. The successful Firm will be responsible for developing a monthly report template, in a format acceptable to NJEDA. They will complete the spreadsheet Monthly Report or a similar spreadsheet agreed upon by NJEDA on a monthly basis. Preventive maintenance reports will be included as part of the monthly report and reviewed at the monthly meetings with detailed reviews quarterly with tenants and property management team.

- g. Any major equipment failure, repair or other property damage that is estimated to be in excess of \$10,000, must be immediately reported to the NJEDA Real Estate Staff before any repair action is undertaken, except in emergency situation as described herein. All paperwork/quotes, pictures and a written description of the situation should be submitted to the NJEDA immediately for an investigation into the possibility of an insurance claim.

3.4.3 JANITORIAL SERVICES

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to janitorial services. The successful Firm will be required to supply all janitorial services, equipment and supplies as required to maintain a clean building environment for each building included in the Scope of Services. A separate monthly price will be provided for the buildings included in the Scope of Services for janitorial and housekeeping services. They shall include the common areas of the Incubator and Step Out Labs including the second floor office area of Building 3 currently occupied by the NJEDA, and the common areas of the Building 4 and two small laboratory suites include in Building 3).

Janitorial services in the leased areas of Buildings 1, 2, 3 and will be the responsibility of the individual tenants and are not included as part of this RFP. The successful Firm will provide daily, five days per week, janitorial services, equipment and supplies. The successful firm may bid on the janitorial services for any of the tenants of the park as long as it does not impact the cleaner's ability to perform the work included in this scope of services.

The required areas for this janitorial scope will be identified and explained during the site walkthrough planned as part of this RFP.

The janitorial services will include:

A janitorial quality control inspection via onsite visit is to be performed by successful firm's staff during the cleaners shift to ensure the scope is being followed on at least a bi-weekly basis

On a Daily Basis:

- a. Thorough cleaning of floors in NJEDA office areas on first and second floor of Building 3, using either a vacuum or chemically treated mop including wet cleaning of floors where necessary.

- b. Empty and clean all wastepaper and recycling baskets including exterior trash cans and cigarette receptacles if applicable. Supply and replace waste paper, recycling, and trash can liners on a daily basis at no additional cost to the EDA. Disposal of all trash and recycling in the proper site trash dumpster.
- c. Thoroughly clean all kitchen/coffee break rooms, and/or vending machine areas including equipment, sinks, tables, countertops, coffee machines, appliances, empty trash cans and replace can liners, remove all trash to trash holding areas for disposal on a daily basis. Defrost and clean all refrigerators on a monthly basis
- d. On a daily basis, thoroughly clean all public areas including corridors, lobbies, reception areas, conference rooms, elevators and all stairways with vacuum and/or wet mop. Spot clean all glass doors and clean entrance floors and steps as needed, vacuum all carpet runners at entrance doors and lobby areas.
- e. Thoroughly clean all restrooms on a daily basis, five days per week. Clean and disinfect lavatory and toilet bowls inside and outside, clean fixtures, mirrors and empty sanitary disposal receptacles daily. Fill dispensers with items such as toilet tissue, paper towels, feminine hygiene products and soap as needed (these items are to be procured by the successful Firm and included in bid price). Wet clean floor with germicidal solution, wet wipe ledges, empty wastebaskets, replace liners, spot clean lavatory doors and door knobs on a daily basis. Wet clean metal partitions and doors on a weekly basis.

On a Weekly basis

- f. Wet clean or use treated cloth for cleaning and dusting of furniture, file cabinets, cleared areas of desks only, telephones, window sills and low ledges, tops of refrigerators, vending machines, coffee machines and other appliances, and window sills
- g. Vacuum and wipe clean all surfaces of offices, conference rooms, cubicle seating and elevator walls
- h. Sweep and wet mop all loading docks, mechanical storage and elevator rooms in all shared buildings

As needed/requested

- i. Spot clean smudges on walls, elevator panels, office windows, interior lobby glass and lobby doors (reachable from the ground), and conference room doors and glass.
- j. Clean and sweep all floors in server room and NMR room as requested.

On a Monthly Basis

- k. Vacuum, and shampoo all common area carpets which may be an additional charge over and above the monthly fee
- l. Defrost if necessary and clean all common area refrigerators
- m. Clean and sweep all floors in maintenance areas, loading docks and equipment rooms twice a month.

On a Quarterly Basis

- n. Quarterly strip and re-wax tile and marble floors.
- o. Perform a top down cleaning quarterly of common areas. Including cleaning of diffusers, high ledges and other areas not covered in the daily cleaning routine.

Incubator and Step Out Labs – Special Day Matron/Concierge Service

- p. A separate price proposal shall be required for 4 hours of limited janitorial services for the Incubator and Step Out Labs common areas will also need to be performed 5 days per week at the same hourly rate as the monthly cleaning services. Including but not limited to wiping down door handles and all countertops, bathroom stall door handles and toilet handles with a disinfectant solution and any other high touch surfaces, that meets all CDC guidelines for eliminating viruses, emptying restroom, breakroom and lunchroom trash cans and replacing liners as needed, stocking paper products in all areas and feminine hygiene products in all restrooms (no additional cost to EDA), sweeping restroom floors and any other housekeeping items as directed by Site Superintendent. This proposal may be discontinued with 30 days notice at the NJEDA's discretion.

3.4.4 WINDOW CLEANING

The successful Firm must provide in its Proposal a detailed description of the services it will provide for window cleaning for the buildings included in the Scope of Services. The window cleaning Scope of Services for exterior window cleaning includes all buildings on the site, the Advanced Care Building, (The window cleaning Scope of Services for interior window cleaning includes only the common areas of the Incubator Building and the interior of the stairwell to the second floor of the step out labs Building 4. The window cleaning services will be provided for each building included in the Scope of Services two (2) times per year during the months of April and October and will be supervised by the Site Superintendent. The successful Firm or its subcontractor will be required to perform the following:

- a. Cleaning and/or washing windows - inside and outside as specified in the Scope of Services listed above for each building. The successful Firm or its subcontractor must use a cleaning solution sufficient in strength to remove all stains from window areas.

- b. The successful Firm or its subcontractor will supply scaffolding, rigging and other equipment as necessary to complete the work.
- c. The washed glass should be clean and free of dirt, grime and streaks, and should be clear of all excess moisture.
- d. Acids will not be used for cleaning windows.
- e. Squeegees, brushes, and other equipment used for cleaning windows should be attached to the window cleaner's person, either by a strong rope or chain. This is to prevent the articles from falling and injuring someone or damaging property.
- f. No outside window maintenance work will be performed when weather conditions (such as high wind or ice) are such that they add to the hazards of the cleaning operation.
- g. The successful Firm will be responsible for all safety precautions while performing the window cleaning services. After all window cleaning services are completed, the area beneath the windows will be cleaned from any soil or waste caused by the successful Firm during the performance of this service. **These services will also include outside window ledges.**
- h. The window washing will be scheduled and performed as to provide the least inconvenience to the building occupants. The Successful Firm will provide written notice to the building occupants and tenants at least seven (7) days prior to the scheduled start of work.
- i. In instances where building occupants are seriously inconvenienced, the window washing activities will be rescheduled at the discretion of the NJEDA
- j. Scaffolding and rigging utilized on the job must comply with all State and Federal OSHA regulations. Areas below rigging must be secured with appropriate signs and barricades.
- k. The successful Firm is responsible for removing any and all water streaks or damage to the exterior skin of the buildings.
- l. The successful Firm is responsible for scheduling an annual power washing of the exterior of the buildings, the extent of which shall be agreed upon between the NJEDA and the Firm.

3.4.5 PEST CONTROL

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to pest control and Canadian Geese deterrent. The successful Firm will provide services to adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pest not specifically excluded from the proposed Scope of Services and sitewide geese deterrent services. The successful Firm must include in its proposal a detailed description of the

pest control program including scheduled inspections for each building included in the Scope of Services subject to this RFP. Pest control services are to be carried out by personnel fully licensed to perform these services. The Scope of Services for pest control services are to include all of the buildings on site Buildings 2, 3 and 4 as may be requested by the NJEDA.

3.4.6 TRASH REMOVAL

The successful Firm will provide trash removal services for each building subject to this RFP and will comply with all state, county, and local governmental requirements pertaining to trash removal and recycling. Building 661, Building 671, Building 675, and Building 685 will be the buildings currently included in the Scope of Services for trash removal. Future buildings may be added, if requested by the NJEDA. It will be the successful Firm's responsibility to provide outside trash dumpsters of sufficient size and capacity to handle the daily trash and recycling generated by the building activities at said locations. The successful Firm will be responsible for cleaning the trash container areas on a weekly basis or on an as needed basis to maintain a clean building environment. The tenants will be responsible for removal of all of their own trash and/or recyclables from the building on a daily basis. The successful Firm will not allow trash to be stored and/or accumulate inside the building. Trash will not be placed outside on the ground next to the outside trash containers. Should the containers become filled due to interior construction activities or other activities within the building which would cause the trash containers to overflow, the successful Firm will order additional containers or pickups as necessary to handle the additional trash generated and maintain a clean appearance of the trash containment area.

3.4.7 ELEVATOR MAINTENANCE

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to elevator maintenance. The successful Firm will maintain all elevators and equipment in a safe and operative condition in compliance with the requirements of the latest edition of the American National Standards Institute (ANSI) Safety Code for elevators and escalators and all other applicable laws and regulations of the State of New Jersey. The successful Firm will direct its elevator service subcontractor to respond immediately to all reports of elevator problems or malfunctions. All elevators will be maintained and operated in accordance with the manufacturer's specifications. The successful Firm will also be responsible for performing work associated with and the coordination of a yearly NJ Department of Community Affairs (DCA) inspection for all elevators at the NJBC.

There is an elevator in the Incubator Building and the Step Out Lab Building, which will be included in the Scope of Services as outlined in this RFP. There are no other elevators currently at the NJBC, however, other elevators and systems may be added during future phased construction.

3.4.8 LANDSCAPE/GROUND MAINTENANCE

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to landscape and ground maintenance. The successful Firm will provide landscape and ground maintenance services for the NJBC as defined in the Scope of Services outlined in this RFP through self performance or a contractor but must be procured through the Solicitations of Proposals and Quotations Methodology, Exhibit D. Should the successful Firm identify any additional services which have not been included in this Scope of Services it must include those services in its proposal and list them as additional services. The successful Firm will be responsible for providing annual landscape maintenance as defined in this RFP. This work will be billed in no

less than (8) installments per year. A detailed Scope of Services and cost estimate will be presented to the NJEDA Real Estate Development Division each year prior to the start of spring clean-up which will include at a minimum the following:

- a. Mowing of Grass - Mowers will be kept sharp and in good condition at all times during mowing. The grass blades will be cut sharply and cleanly. Turf will be cut evenly so that no ridges remain in the finished cut. The direction of mowing will be alternated so as to minimize ruts and matting. Appropriate mowing equipment and patterns will be employed to permit recycling of clippings where possible. Mowing height in the summer will be set at 3" so as to encourage a deeper root system. Mowing height for the last cutting will be lowered to 2-1/2". This is to prepare the turf areas for winter and to discourage turf diseases which occur when tall grass is matted down by snow.
- b. Turf Fertilization and Weed Control - The successful Firm will use balanced slow release fertilizers at the rate of approximately one (1) pound of nitrogen per thousand square feet per application. The successful Firm will apply amine formulated broadleaf weed control and pre-emergent crabgrass control as specified in the annual landscape maintenance program. The successful Firm will also maintain the mulch level in the planting beds and the base of all trees by removing old mulch as necessary each year prior to placing new mulch in the beds. This is to keep a reasonable mulch level that won't be so high as to hinder the trees growth. The successful Firm will use chemicals which are approved by the Environmental Protection Agency and are considered to be safe and effective. The successful Firm must use a licensed applicator or licensed operator under the supervision of a licensed applicator in accordance with state law and Environmental Protection Agency regulations. The successful Firm will maintain a written record of all chemical applications for NJEDA verification.
- c. Pruning - The successful Firm will prune and trim all evergreens, shrubs and deciduous trees and shrubs in accordance with the annual maintenance program.
- d. Watering - The successful Firm will provide for watering planting beds, bushes, trees and turf area in order to maintain an attractive appearance and to promote a healthy landscape. The successful Firm will prioritize the watering of planting beds immediately adjacent to buildings or other prominent area during periods without significant rainfall or extended hot weather to maintain the growth of planting area, trees and bushes and where there are no sprinkler systems in place. The successful Firm may use external building hose bibs where available to water planting areas. Hoses will not be provided by the NJEDA and are the responsibility of the successful Firm.
- e. Policing Grounds - The successful Firm will inspect the property, including the parking lots and curb lines, and remove papers and other debris prior to each mowing. The successful Firm will not use any on site location or trash container for the depositing of landscape debris accumulated due to work performed by the successful Firm. **During the winter season, the successful Firm will inspect the property and remove papers and other debris every two weeks.**

- f. **Quality Control** - The successful Firm will make every effort to perform said services so as to avoid any inconvenience to the NJEDA and its tenants. Weekly services will be performed on the same day(s) each week or as close to that day as possible. The successful Firm will monitor the performance of this Scope of Services, by either the successful Firm's own staff to ensure that quality services are being provided. The NJEDA reserves the right to direct the successful Firm to extend the time period between grass cuttings up to 14 days as necessary during extended periods without significant rainfall.

Landscape Management Annual Scope of Services

- A/N - Designates As Needed Services to be included in the basic Scope of Services at no additional charge to the NJEDA.

<u>Description of Services</u>	<u>Number of Occurrences Per Year</u>
A. The services in the month of March will consist of the following:	
1. Spring cleanup of accumulated winter debris and leaves from turf and bed areas	1
2. Clean up of accumulated winter debris from parking lot curb line and gutters	1
3. Mow the turf to approximately 3"	1
4. Clean grass clippings from walks and paved areas after mowing	1
5. Dethatch turf	1
6. Spot seed turf areas in high visibility areas	1
7. Fertilize turf based on soil analysis with balanced lawn food, to provide at least 1 lb/1000 sq. ft. of nitrogen with at least 30% in a slow release form	1
8. Apply pre-emergent crabgrass control	1
9. Surface fertilize all ornamental trees, shrubs, and groundcovers	1
10. Apply pre-emergent weed inhibitor to bed area to control weed growth	1
11. Apply dormant oil to the woody ornamental plant material to control insect infestation	1
B. The services to be performed during the months of April, May, June, July,	

August, September and October will be as follows:

1.	Mow turf to approximately 3" every week	28
2.	Clean grass clippings from walks and paved areas after mowing	28
3.	Trim along buildings, plantings, signs and other obstructions	28
4.	Power edge grass adjacent to the walks, driveways and roadways	7
5.	Fertilize turf with balanced lawn food, based on soil analysis	1
6.	Apply anime broadleaf weed control to turf areas to eliminate broadleaf weed species	1
7.	Trim evergreens shrubs by cutting dead branches and the current seasons growth and removing low hanging branches	A/N
8.	Trim deciduous shrubs by cutting dead branches, the current season growth and removing low hanging branches	A/N
9.	Trim formal hedges by cutting the current seasons growth and dead branches	A/N
10.	Prune and weed groundcover	A/N
11.	Prune and shape ornamental landscape trees of sucker growth at the base of the tree and removing low hanging branches	7
12.	Prune and shape ornamental landscape trees of low hanging, dead or diseased branches	A/N
13.	Apply round-up weed inhibitor to bed areas and sidewalk cracks to control weed growth	A/N
14.	Hand weed planting beds to keep a weed-free appearance	A/N
15.	Edge turf adjacent to existing beds	A/N
16.	Cover existing mulched beds with organic hardwood mulch and remove old mulch to keep a reasonable bed height as agreed upon by NJEDA	1
17.	Supply and install annual flowers in existing beds as specified by NJEDA	2
C.	The services in the month of November will consist of the following:	
1.	Mow turf to approximately 2 ½"	2
2.	Clean grass clippings from walks and paved areas after mowing	2

3. Fall cleanup of leaves and debris from curb line, turf and bed areas 2

D. The services in the months of December, January and February:

1. Weekly inspection and clean up of lawn areas of property
2. Weekly cleanup of litter, and accumulated debris in landscaped areas as well as along curb lines.

3.4.8.1 SCOPE OF SERVICES – PROPERTY MANAGEMENT – NJEDA TECH EXPANSION (NORTH BRUNSWICK, NJ)

The successful Firm will provide landscape and ground maintenance services for the NJEDA Tech Expansion as defined in the Scope of Services outlined in this RFP. Should the successful Firm identify any additional services which have not been included in this Scope of Services it must include those services in its Proposal and list them as additional services. The successful Firm will be responsible for providing annual landscape and ground maintenance as defined in this RFP. It should be noted in the Proposal whether or not the successful Firm will provide these services with in-house staff or will subcontract for these services. Where services are proposed to be provided through in-house staff by the successful bidder, NJEDA may require the successful Firm to obtain quotes for such services from subcontractors in order to assure that the amounts being charged for services to be provided by in-house staff are fair and reasonable.

- a. Mowing of Grass (Bi-Weekly) – During the months of April through October the grass shall be cut bi-weekly. Mowers will be kept sharp and in good condition at all times during mowing. The grass blades will be cut sharply and cleanly. Turf will be cut evenly so that no ridges remain in the finished cut. The direction of mowing will be alternated so as to minimize ruts and matting. Appropriate mowing equipment and patterns will be employed to permit recycling of clippings where possible. Mowing height in the summer will be set at 3" so as to encourage a deeper root system. Mowing height for the last cutting will be lowered to 2-1/2". This is to prepare the turf areas for winter and to discourage turf diseases which occur when tall grass is matted down by snow.
- b. Policing Grounds - The successful Firm will inspect the property and remove papers and other debris prior to each mowing. The successful Firm will not use any on site location or trash container for the depositing of landscape debris accumulated due to work performed. The successful Firm will inspect the property after any third party use and/or event to determine what, if anything, is required to restore the property to its original condition prior to the third party usage. During the winter season, the successful Firm will inspect the property and remove papers and other debris on a monthly basis.
- c. Quality Control - Bi-weekly services will be performed on the same day(s) each week or as close to that day as possible. The successful Firm will monitor the performance of the landscape Scope of Services, by either the successful Firm's own forces or its subcontractor to ensure that quality services are being provided. The NJEDA

reserves the right to direct the successful Firm to extend the time period between grass cuttings as necessary during extended periods without significant rainfall.

- d. The successful Firm will be responsible for estimating, planning, scheduling, budgeting and accounting for all costs and manpower associated with contract activities, including the successful Firm's procurement functions as directed by the NJEDA.

3.4.9 SNOW REMOVAL/DE-ICING SERVICES

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to providing snow removal services. Snow and ice is to be removed from sidewalks, entrances and loading areas to buildings as necessary for safety throughout the season. Snow and ice is to be removed from the road, driveways and parking areas as required for safety. The successful Firm will be responsible for removing two (2) inches or more snow accumulation from all entrance steps, landings and sidewalks and approaches before the building occupants report for work and on a continuous basis thereafter. In the event of a snow or ice event of less than two (2) inches the firm will work with the snow removal vendor and the NJEDA to determine the best course of action. The successful Firm, will provide snow removal services for all parking lots, entrance and exit roads to the facility. Including the clearing of snow and ice from all storm drainage structures, catch basins and/or inlet structures in order that the parking lots will be able to handle runoff due to snow melt and storm water runoff conditions. Snow and ice removal will be provided as necessary for accessibility and/or to eliminate hazards. All necessary manpower, supplies and equipment for snow removal operations will be provided as required. Chemical and/or sand for de-icing will be furnished by successful Firm as required to reduce safety hazards due to ice and snow accumulation.

Snow and ice removal operations during business hours must commence no later than one hour after the snow accumulation occurs. The successful Firm must provide snow removal services to maintain safe access to all buildings on the site from 6:00 a.m. until 6:00 p.m. The successful Firm must specifically provide for safe access and egress to the Tech Six (and the Tech Four building from 6:00 a.m. until 11:00 p.m. Snow removal operations during weekends may commence upon the completion of the snowfall, but all accumulated snow must be removed by 6:00 a.m. the Monday morning after the snowfall.

The successful Firm must require, in its request for proposals to subcontractors for snow removal, hourly rates for snow removal including the rates for equipment, and personnel (including profit and overhead). The successful Firm must also require a lump sum cost per occurrence for application of calcium chloride (material cost + equipment cost + personnel including profit and overhead) to sidewalks and parking areas on an as needed basis.

The successful Firm must require, in its request for proposals to subcontractors for snow removal, a lump sum cost per occurrence for the removal of snow and ice from sidewalks, parking lots and roadways lot in several incremental levels as determined by the successful firm and the NJEDA. A detailed bid form will be prepared by the successful Firm.

The successful Firm must also require a lump sum cost per occurrence for application of calcium chloride to sidewalks and a sodium based ice melt product for the parking lot on an as needed basis.

The Site Superintendent will be responsible for determining the depth of snowfall by on-site measurements and National Weather Service Data. The Site Superintendent will be on site to evaluate the condition of the sidewalks, parking lots and roadways upon completion of the snow removal operation. Should high wind conditions cause drifting of snow requiring additional snow removal services, the Site Superintendent will order additional snow removal services on a time and material basis as required to maintain access to the facilities. The Site Superintendent will be responsible for verifying all work performed on a time and material basis.

Within twenty-four (24) hours and with the invoice from snow removal firm when presented for payment of snow removal or de-icing services. The successful Firm will provide the NJEDA with a report of the snow removal or de-icing services performed. The report will include the National Weather Service detail of area conditions, what services were performed, and what portion of the property required the service.

3.4.10 INCUBATOR AND STEP OUT LABS

The successful Firm will also be fully responsible for the management, operation and maintenance of the following items in various buildings as directed by the NJEDA Property Manager. The successful Firm will provide, but not be limited to, all the management, administrative, and technical functions for the effective and timely accomplishment of contract requirements including, but not limited to, the following additional functions:

3.4.10.1 CHEMICAL FUME HOOD CERTIFICATION

The successful Firm should provide in its proposal a detailed description of the services it will provide as related to annual certification and calibration of the chemical fume hoods. The successful Firm will be required to maintain and test the chemical fume hoods to the manufacturer's specifications and in accordance with all local and national codes and conduct and using industry-accepted practices. The following standards must be used:

- ANSI/AIHA Z9.5
- OSHA 29CFR 1910.1450
- ASHRAE 110
- SEFA 1.2

3.4.10.2 AUTOCLAVE MAINTENANCE-CENTURY STERILIZER

The successful Firm should provide in its proposal a detailed description of the services it will provide as related to regular periodic maintenance of the Century Sterilizer. The successful Firm will be required to maintain and test the Century Sterilizer to the manufacturer's specifications and in accordance with all local and national codes and conduct and using industry-accepted practices. This piece of equipment must be maintained on a not less than bi-monthly interval looking at the following items:

- Door Assembly
- Valves
- Piping
- Strainers
- Manifolds

- Control components
- Electrical Components
- Gauges
- Safety Devices

3.4.10.3 MONITORING AND TREATMENT OF LAB WASTE HOLDING TANKS (ADJUSTMENT OF PH)

The successful Firm must visually inspect the Holding Tanks for proper operation and test the float assembly for proper communication to the alarm monitoring system and set up regular preventive maintenance and inspections as well

3.4.10.4 WATER FILTRATION SYSTEM

The successful Firm must visually inspect the water filtration system weekly. Filter bags should be on a regular schedule as needed.

3.4.10.5 ELECTRICAL SYSTEMS

The successful Firm must provide and perform a complete visual and infrared inspection of all distribution equipment using thermo-imaging technology yearly. The following items must also be routinely maintained:

- Disconnects
- Panels
- Transformers
- Transfer Switches
- Motor Controls
- Switch Gears
- Generators

3.4.10.6 BACKFLOW PREVENTORS

The successful Firm must visually inspect all devices for signs of corrosion and ensure all devices are tested by a certified firm approved by NJDEP in accordance with N.J.A.C. 7:10-10.8.

3.4.10.7 SEWAGE EJECTOR

The successful Firm must inspect the sewage ejector for proper operation of floats and relays. Lead/lag floats should be cleaned as needed and all connections must be checked for tightness.

3.4.10.8 MIELE GLASS STERILIZER

The successful Firm should provide in its proposal a detailed description of the services it will provide as related to regular periodic maintenance of the Miele Glass Sterilizer. The successful Firm will be required to maintain and test the Miele Glass Sterilizer to the manufacturer's specifications and in accordance with all local and national codes and conduct and using industry-accepted practices. This piece of equipment must be maintained on a not less than bi-monthly interval looking at the following items:

- Door Assembly
- Valves
- Piping
- Strainers
- Manifolds
- Control components
- Electrical Components
- Gauges
- Safety Devices

3.4.11 PERMITS AND LICENSES; COMPLIANCE WITH LAW

The successful Firm will, at its expense, procure all licenses and permits which are required to lawfully render the Property/Facility Management Services required by this RFP.

3.5 CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

As referenced, property and/or facility management will be required at the time of contract award at the following properties:

1. NJEDA Headquarters, Trenton, NJ (including Barnes Street Parking Lot) - Property and facility management services
2. NJ Bioscience Center, North Brunswick, NJ - Property and facility management services
3. Tech Center Expansion, North Brunswick, NJ - Property management services

Moreover, property and/or facility management may be required at the additional properties. However, no work will be issued at the time of award and it is at the Authority's sole discretion whether to issue work at the following properties:

4. NJEDA satellite offices in Camden, NJ;
5. NJEDA satellite offices in Newark, NJ;
6. NJEDA satellite offices in Trenton, NJ;
7. NJEDA satellite office at Fort Monmouth;
8. Waterfront Development Lots, Camden, NJ (currently used as surface parking lots); and
9. Pamphylia Avenue, Bridgeton, NJ.

Please note that the Properties #4 through #9 above only may require limited property management services. A Task Order Request (TOR) will be prepared by NJEDA staff and issued to the successful Firm if property management services are required. The specific TOR process follows in Section 3.5.1.

For all properties that actively require property and/or facility management, the successful Firm's responsibilities will include, but not be limited to, the following (as applicable to each respective property):

1. Maintaining continuous communication with assigned NJEDA staff on all building related issues including conducting meetings and providing required written reports on a monthly basis ("Monthly Progress Report"). or such other schedules or reports as may be requested by the NJEDA).
2. Assessing and reporting, in writing, the conditions of the properties, the buildings and their systems, incorporating suggestions for improvements, repairs and/or maintenance, and reviewing all existing warranties, manufacturer's instructions and other contracts within the first thirty (30) days of the contract and at least on an annual basis during the term of this contract. The initial assessment and recommendations must be provided to the NJEDA Property Manager within forty-five (45) days of contract execution.
3. Copies of all warranties will be maintained by the successful Firm and a comprehensive list of all warranties will be provided to the NJEDA including expiration dates. The successful Firm will track all warranty expirations and advise the NJEDA of all expiration dates sixty (60) days prior to the expiration date. The successful Firm will obtain warranty renewal information and costs to assist the NJEDA with the decision of whether to purchase an extended or replacement warranty.
4. Within thirty (30) days after contract execution, and monthly thereafter, the successful Firm will review and update all existing Comprehensive Preventative Maintenance plans and Preventive Maintenance spreadsheets as part of the Monthly Progress Report and provide copies to the NJEDA Property Manager. The comprehensive preventative maintenance plans will be updated upon purchase of any new equipment with updated copies provided to the NJEDA. The comprehensive preventative maintenance plan for each project site will include a complete list of all building systems and equipment including make, model, serial number, date purchased, cost, building location, complete maintenance history, scheduled maintenance requirements and warranty information. The successful Firm will prepare a report detailing the maintenance to be performed in accordance with the manufacturer's recommendations, if applicable, the personnel who will provide the maintenance (the successful Firm or a subcontractor), and whether the preventative maintenance can be performed during regular work hours. The successful Firm must provide a list of what preventative maintenance cannot be performed during regular work hours and an estimate of the cost.
5. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance schedules and a five-year capital plan.
6. Preparing and updating quarterly, an annual Procurement Plan for all building-related service contracts and making recommendations to NJEDA on when such contracts should be rebid and developing and implementing timely bid packages for such service contracts. All subcontracts and purchase orders must be procured in accordance with the guidelines provided in the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit D**.

7. For all work procured and undertaken on behalf of the NJEDA under this RFP, the successful Firm must provide copies of all completed and signed subcontractor procurement and compliance forms, complete bid documents, including the scope, copies of all bids received and executed contracts. These documents will remain on file with the successful Firm and the NJEDA. The successful Firm shall provide electronic copies of all required documentation to NJEDA.

8. Hiring, or causing to be hired, paid, and supervised, all persons or subcontractors necessary to properly maintain and operate the buildings who, in each instance, will be the successful Firm's (and not the NJEDA's) employees and subcontractors, and paying those employees no less than the appropriate prevailing wage for the county where the work is being performed, as applicable. For the persons working as a Site Superintendent, all the requirements must be followed per the State Building Service Contracts Act ("BSCA"). All services will be tracked through a work order system. Reimbursement for services performed will not be approved or paid by the NJEDA unless generated through the work order system and all work orders must be attached to the respective invoice. Except for emergencies, the successful Firm will not perform work unless previously authorized by NJEDA.

9. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by NJEDA.

10. Maintaining the properties and buildings in such condition as required by this RFP and as otherwise may be deemed advisable by NJEDA including, but not limited to, site and building inspections, site walkway and roadway inspections, all required service, preventative maintenance and repairs on the grounds/site, walkways, roadways, buildings and equipment, painting, interior and exterior cleaning, and performing and providing a written report on routine inspections of all grounds/site and buildings at least twice a year. Repairs and incidental alterations of the building to be made, including, but not limited to, electrical, plumbing, HVAC, steam fitting, carpentry, masonry, elevator, roof and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the building(s). Where specifications or standards are not included herein, maintenance will be in accordance with manufacturer's recommendations and standards.

11. Ensuring that maintenance and repairs are performed by trained technicians, which maintenance and repair will not interfere with the operations of NJEDA or its tenants, whose normal hours of operation are 8:30 a.m. to 5:30 p.m., Monday through Friday, unless specified otherwise. The successful Firm will review all warranties prior to authorizing maintenance or repairs to ensure covered work is not charged to the NJEDA. Warranty review must be included as part of all applicable work orders. The successful Firm will not be reimbursed for any work that could have been covered under warranty. Each piece of equipment that is serviced or repaired must be tagged or labeled at the time of service. The tag must show the name of the contractor, the date and type of service performed and the name and signature of the technician who performed the work. If equipment must be shut down for service or repairs, the successful Firm is required to coordinate the schedule with the NJEDA Property Manager and the impacted tenants before any shutdown. All this information must be tracked through the database and also kept in the preventative maintenance book(s) located on-site.

12. Soliciting, developing scopes, request for proposals (RFPs), bidding and entering into subcontracts or purchase orders for any necessary HVAC, equipment, equipment maintenance, elevator inspection and maintenance, janitorial (unless self-performed), window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snowplowing/de-icing, fire alarm testing/inspection, paving, tenant improvement, site improvement, demolition, and construction projects, and other services as shall be advisable in accordance with the procedures set forth in the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit D**. All labor procured by the successful Firm must be paid at least the appropriate prevailing wage according to the BSCA. To the extent possible, all subcontracts should include language allowing for the subcontract to be assigned to another property management firm or the NJEDA.

13. Ensuring that any equipment to be replaced will be new or remanufactured and will be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment will be Energy Star® compliant, and be in accordance with Executive Order No. 11.

14. Ensuring that any new equipment has a warranty, if available, for a minimum of one (1) year from the date of replacement and replaced at no cost to NJEDA if found defective during that time. The successful Firm will obtain cost estimates for extended warranties on new installations and consult with NJEDA regarding the purchase of such contracts. Equipment under warranty will be maintained in accordance with warranty instructions and conditions and will be documented accordingly. At the expiration or termination of the contract(s), all equipment furnished and installed by the successful Firm shall remain and become the property of the NJEDA, as applicable.

15. The successful Firm will provide emergency on call service on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by any Tenant, or the NJEDA, the successful Firm has a maximum of one hour to respond to all calls. The successful Firm will provide NJEDA with an emergency call tree for the purposes of response escalation (on-call 24 hours per day, seven days per week). The Proposer must consider the costs to provide this service in its Fee Proposals, since no additional compensation will be given for being on-call, unless the emergency services are required to be performed on-site.

16. Providing updates of all changes to existing wiring diagrams, building and system drawings for all existing systems and any systems that are added to the building(s) by the successful Firm's staff or through a subcontractor. Drawings and diagrams are to be in compliance with accepted drafting standards.

17. Maintaining a written or computer-generated log of all hours of work completed by all employees and subcontractors. The successful Firm will implement a tracking system at all sites for use by the successful Firm's staff and subcontractors at no additional cost to NJEDA. The successful Firm will provide the NJEDA with weekly time cards, either by legible copy or electronic submission and all documentation required in the Compliance section of this RFP, including weekly payrolls for prevailing wage tracking requirements. Failure to submit time card and prevailing wage documentation may result in the NJEDA not paying for those services.

18. Where applicable, pursuant to N.J.S.A. 2A:30A-1, et seq., and N.J.S.A. 2A:32-40, et seq., the terms of this this contract are subject to the New Jersey Prompt Payment Act. This includes the provisions of the Act that address subcontracting, subcontractors, and subcontracts.

19. Prior to submittal to the NJEDA for reimbursement, the successful Firm will review all invoices/bills received for services, work, equipment, tools, and supplies ordered in connection with maintaining and operating the buildings. All invoices must be reviewed and initialed by the Facility Manager for accuracy and reasonableness. The successful Firm will also ensure that the invoices/bills are legible and include a complete, detailed description services, work, equipment, tools, or supplies. All invoices submitted for payment that are part of a procured service shall include the appropriate prevailing wage documentation in order to be paid by the NJEDA. All invoices will be submitted electronically to ensure timely billing and avoid late charges, which will not be paid or reimbursed by NJEDA. One invoice per property per month will be submitted electronically to REDInvoices@njeda.com. Utilities will be paid directly by the NJEDA. The successful Firm must track and include all utility charges and usage amounts for CAM and reporting purposes.

20. Reviewing each lease and sublease to become familiar with NJEDA's specific responsibilities to each tenant/subtenant. The successful Firm will not be compensated for services performed on behalf of any tenant or subtenant unless the services are specifically required to be performed by the lease/sublease. If the successful Firm provides services directly to any tenant/subtenant for work unrelated to the services required under this RFP, those services cannot be performed by any employee scheduled to be onsite, or during the successful Firm's normal business hours and cannot be charged to NJEDA. If a conflict occurs, NJEDA staff will provide a determination of the lease/sublease requirements.

21. Providing monthly budget v. actual reports to the NJEDA as part of the Monthly Progress Report package and, when necessary, identifying variances and recommending corrective actions.

22. Establishing and maintaining orderly books, records and files containing correspondence, scope(s) of work, proposals, invoices, contracts, subcontracts, payroll records, and all other documents and records pertaining to the properties and buildings and the operation and maintenance thereof, which NJEDA may review at any time. The successful Firm will provide such documents as the NJEDA may reasonably require within five (5) business days after request by the NJEDA. Records must be stored at the successful Firm's headquarters, not on-site. At the end of the contract term, the successful Firm will deliver all required documents to NJEDA Headquarters or to the offices of any successor Property Management Firm for no additional cost.

23. Providing information and training to advise employees of the successful Firm and NJEDA of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used by the successful Firm or its subcontractors. Before any chemical product is used on or in the building(s), a copy of the product label and Material Safety Data Sheet must be provided to and approved by NJEDA before the chemical is applied. The data must be stored electronically and on-site. This information will also be used to facilitate the annual completion by the NJEDA of the NJ Right To Know forms as required by the NJ Department of Health.

24. Providing written Monthly Progress Reports which includes an Executive Summary to NJEDA within twelve (12) calendar days of the end of each month including a precise description of services provided to the building(s) via a work order listing, including all systems and equipment, number of employees/subcontractors involved, the costs incurred, utility information and other information as requested by the NJEDA.

25. Property and Facility Management Services referenced above may include, but are not limited to:

- a. Lighting Systems
- b. Pest Management
- c. Electrical Switchgear and Electrical Systems
- d. Landscaping, tree maintenance, and maintaining walkways
- e. Automatic Doors
- f. Daily responsiveness to issues/problems identified by Tenants, or NJEDA staff
- g. Rubbish Removal
- h. Monthly site inspections and verification of such inspection reported to NJEDA every six (6) months
- i. Developing scopes and soliciting written bid proposals from at least three (3) qualified suppliers or service providers on each requirement as outlined in Section F of this RFP and in accordance with the annual Procurement Plan
- j. Maintain inventory, supply list and spare parts documentation
- k. Building generator operation, maintenance, and repair
- l. Provide five (5) year Capital Repair and Improvement Plan
- m. Fire Alarm and Fire Suppression Systems
- n. Provide staff to maintain and perform routine inspections and required maintenance
- o. Janitorial Services
- p. Maintain all drawings, as-builts and other schematic drawings current, as well as, site/equipment manuals, warranties, etc. and providing copies to NJEDA of any new schematic drawings and/or building plans
- q. Plumbing
- r. Provide timely Monthly Reports
- s. Elevator Maintenance
- t. Review work orders, maintenance tracking and scheduling systems
- u. Maintain grounds, roadways, sidewalks, and parking lots, if applicable
- v. Provide Operational and Comprehensive Preventative Maintenance Plans
- w. HVAC
- x. Window Cleaning
- y. Painting
- z. Snow removal and de-icing
- aa. Purchase kitchen amenities/supplies, and any other items as requested by the NJEDA to operate the facility

26. Performing monthly fire extinguisher maintenance; annual fire extinguisher inspections; fire prevention system maintenance and inspection; and coordination and assistance with semi-annual fire drills as required by state and local laws.

27. With the prior written consent of NJEDA, negotiating and reviewing subcontracts to be entered into by the successful Firm for repairs and improvements to the buildings, preparing requisite scopes of services, and supervising all work to

be performed under such subcontracts and purchase orders and authorizing payment for all work performed under such subcontracts. Engage, as necessary, subcontractor services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the buildings, grounds/site, walkways, roadways, and equipment, in accordance with the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit D** and the annual Procurement Plan.

28. Provide guidance and recommendations for cost savings measures and energy efficiencies.

29. Generating reports acceptable to the NJEDA utilizing the successful Firm's own property management tracking software. The successful Firm will utilize its software to its fullest capacity including tracking all work orders, invoices, utilities, CAM charges, etc. The successful Firm should include any fee for a property management and/or accounting database system or any license charges as part of the successful Firm's Property and Facility Management Fees. The successful Firm's software must have wide reporting capabilities and must be kept up-to-date by the successful Firm to meet the NJEDA's monthly, quarterly, and annual reporting requirements. The successful Firm must provide to NJEDA personnel at least one (1) license to remotely log on to the property management software system.

30. Providing company uniforms and photo identification cards to all personnel assigned to work at the NJEDA and requiring subcontractor personnel to provide a photo ID. Any employee reporting to work without the proper identification and a company uniform, either by the successful Firm or a subcontractor, may not be permitted to enter the premises.

31. Performing such other property/facility management and procurement tasks for NJEDA owned properties and other State owned or leased properties, as may be required and requested by the NJEDA such as, but not limited to, copier and office supplies, tools, office equipment, furniture, kitchen amenities/supplies, etc.

32. NJEDA will provide the successful Firm with one workstation and printer per location for use by the Site Superintendent which will include a desk and wireless or direct internet access.

33. Except for emergencies which must be reported to NJEDA Property Manager within twenty-four (24) hours of the event, the NJEDA Property Manager must approve All work orders requested by NJEDA employees and NJBC Incubator or Step Out Lab tenants.

34. All work orders requested by NJEDA staff and tenants must be input into the successful Firm's property management system for tracking purposes.

3.5.1 TASK ORDER REQUEST (TOR) PROCESS

During the term of the contract, the Authority may issue, via email, a Task Order Request (TOR), Exhibit B1 to the successful firm, specific as to the above Section 3.5 pertaining to property and/or facility management services for properties #4 - #9.

The Authority will issue additional requirements to the Contractor detailing a specific project requirement in a Task Order Request (TOR) (please refer to Exhibits B1, B2, and B3). The

Contractor will be required to respond to each TOR describing its strategy in completing the services required as follows:

- A. The TOR, Exhibit B1, will specify any required deadlines (e.g. investigation by a certain date, report submission by a certain date).
- B. The TOR will state the specific task and services to be rendered.
- C. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority's Designated Contract Manager within one (1) to three (3) business days.
- D. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority's Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor's submitted Fee Schedule. The Authority will then either accept the firm's TOR proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project.
- E. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his/her sole discretion.
- F. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.
- G. No work may begin until the Authority issues a written notice to proceed to the Contractor.

3.6 PROCUREMENT, MANAGEMENT, AND PAYMENT OF SUBCONTRACTORS/SUBCONSULTANTS/VENDORS

During the term of the contracts and any extensions thereto, and in accordance with its approved Procurement Plan, the successful Firm will be required to procure and manage certain services by subcontractors and subconsultants and also to make purchases on behalf of NJEDA. The successful Firm must identify and substantiate the need to secure such services/purchases from a qualified subcontractor/subconsultant/vendor and will obtain prior written approval to do so from NJEDA staff. The successful Firm will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) and Minority-Owned Business Enterprises (MBEs) when possible and as permitted by law.

Where applicable, the successful Firm will source and secure such services through a competitive bidding process to be conducted by the successful Firm, in accordance with the procedures outlined in the Solicitation of Quotations and Proposals Methodology and Procedures attached to this RFP as **Exhibit D**. The successful Firm will be responsible for the subcontractor / subconsultant / vendor's:

- (a) performance;
- (b) compliance with all the terms and conditions of the contract; and
- (c) compliance with the requirements of all applicable laws including the payment of prevailing wages and submittal of certified payroll sheets.

Proposers should note that the successful Firm will retain the sole and absolute responsibility for the management and supervision all its own staff / subcontractors / subconsultants / vendors to a

high quality of service. *The successful Firm will take all steps necessary to ensure that all work is being performed to the highest professional standards including the performance of audits of staff and subcontractors performing services during and after normal business hours and on the weekends.* Additionally, the successful Firm assumes sole and absolute responsibility for all payments due to its subcontractors / subconsultants / vendors. Charges to NJEDA for reimbursement will be invoiced without additional mark-up, additional charges added by the successful Firm, or sales tax.

No subcontractors, subconsultants, or vendors should be hired by the successful Firm for the services required under this RFP until NJEDA has approved the successful Firm's staffing plan and a notice to proceed has been issued by NJEDA.

Within ten (10) business days of execution of a subcontract, the successful Firm will provide the following documentation to NJEDA:

- a. Fully executed subcontract or Purchase Order;
- b. Business Registration Certificate (BRC);
- c. Contractor Registration Certificate, (if applicable);
- d. SBE certificate, (if applicable);
- e. Prevailing wage documentation, (if applicable);
- f. Source Disclosure (if applicable); and
- g. Certificate of Insurance between the successful Firm, NJEDA and subcontractor.

3.7 MEETINGS

The successful Firm and various members of its key staff assigned to perform work against the resulting contract will be required to attend and participate in monthly meetings with NJEDA staff, as required, throughout the term of the contract and any extensions thereto. These meetings are expected to take place at the NJEDA's offices located at 36 West State Street, in Trenton, at other locations within the State or via teleconference, as most appropriately determined by the NJEDA, in its sole discretion. The meetings will generally be held for the following purposes:

- i. Review building management progress and quality of work.
- ii. Identify and resolve issues/problems.
- iii. Coordinate the efforts of all concerned so that all services are rendered efficiently and effectively.
- iv. Maintain a sound working relationship between the successful Firm and NJEDA.
- v. Maintain a mutual understanding of all subcontracts and purchase orders.
- vi. Maintain sound working procedures.
- vii. Update NJEDA on work in progress in-house and by subcontractors/subconsultants.
- viii. Achievement of NJEDA's compliance requirements including prevailing wage, set aside goals, and MBE and WBE subcontractor participation.
- ix. Review monthly, quarterly, and annual reports.
- x. CAM issues.
- xi. Review tenant issues.
- xii. Annual plans and budgets.
- xiii. Discuss all other issues relevant to the work outlined in this RFP.

The successful Firm will be responsible for preparing and disseminating the minutes from each monthly meeting, drafting a proposed agenda for each meeting, and providing a monthly update for all outstanding items from the previous meeting.

On a quarterly basis or more frequently if deemed necessary, the Supervisor of the Facility Manager must attend these meetings.

The Proposer will consider these costs when preparing its Fee Proposals. No additional compensation will be provided to the successful Firm for attendance at and participation in these meetings, preparations for or presentations given.

3.8 ADDITIONAL ITEMS

1. Current staff – Successful Firm may retain the current property management and janitorial staff at the NJEDA locations, at their discretion, provided that the current staff meet the requirements of Proposer's Firm.
2. Overtime - All overtime must be previously approved in writing by the NJEDA. The successful Firm will not be paid for any non-emergency overtime that was not previously approved by the NJEDA. The successful Firm must notify the NJEDA of any emergency overtime within twenty-four (24) hours of the emergency.

State wage and hour laws require the overtime rate of one and one-half (1½) times the hourly wage rate be paid for work over forty (40) hours in any workweek. Under the BSCA, the regular or basic hourly rate of the employee shall not include any fringe benefit payments computed. Additionally, the federal Service Contract Act, upon which the wage and benefit rates are based, makes no distinction between temporary, part-time, and full-time employees. The wage and fringe benefit determinations apply equally to all such service employees engaged in work subject to the BSCA's provisions.

The BSCA does not apply to snow removal or landscaping services.

3. Work Orders for Additional Personnel/Additional Services - Should additional personnel, work, special projects, or other activities deemed necessary by the NJEDA for other NJEDA owned, operated, leased, or managed properties, the successful Firm must present to the NJEDA a written proposal to perform the additional work. Where applicable, the written proposal must be based upon the hourly rates or unit costs submitted with the original proposal and must contain a complete description of the additional tasks to be performed. Complete documentation confirming the need for and appropriateness of the work must be submitted for written approval by the NJEDA proposal. The successful Firm will not be paid/reimbursed for any additional personnel/additional services that were not previously approved by the NJEDA. This includes services provided for regular, premium time and overtime. Payment for additional staff services will be based on the hourly rates as outlined in the Proposer's Fee Proposal(s).
4. Sick Days/Vacations/Emergencies - Any day that the Site Superintendent, Facility Manager, or Janitorial Staff will be absent, regardless of reason, i.e., sick time, vacations, emergencies, the successful Firm will immediately supply other personnel, with similar experience, trained and knowledgeable in the work to perform the function of Site Superintendent, Facility Manager, or Janitor for the same number of hours, as outlined in the staffing plan. The staffing plan should contain an outline

of annual vacation, sick, administrative leave time for each staff member as required per the BSCA. There will be no additional charge to the NJEDA for replacement staff. The Proposer must consider and include these costs when preparing its Fee Proposals as no additional fees will be paid for replacement staff. It is imperative that the successful Firm have the depth of staff required to supply "same day" replacement staff during the entire term of the contract(s). Site Superintendents from other NJEDA locations should not be used as replacement staff. For each hour that a replacement staff member is not on-site, the fully loaded hourly rate will be deducted based on the respective Site Superintendent or a percentage of the monthly Facility Manager's fee for each respective hour of non-coverage. The deduction will be applied on the following month's invoice.

5. Reports - The successful Firm will provide such documents and/or reports as the NJEDA may reasonably require within five (5) business days after request by the NJEDA. The successful Firm must advise the NJEDA in writing if it cannot meet the deadline for the request and provide a detailed reason and expected delivery date.
6. Request for Information - Within twenty-four (24) hours of receipt of the Request for Information, the successful Firm will acknowledge receipt of the Request for Information and advise who will be responding to the request. The successful Firm will respond to all NJEDA Requests for Information within forty-eight (48) hours with either a response to the inquiry or a timeframe for an expected response.
7. Emergencies - The successful Firm will immediately notify (but in no event later than 24 hours) the NJEDA of any property damage, equipment failure, or incidents/accidents related to any NJEDA-properties.
8. Damage - In the event of any major equipment failure, repair or other property damage that is estimated to be in excess of \$5,000, all paperwork/quotes for such repair/replacement should be submitted to the NJEDA immediately for an investigation of the possibility of an insurance claim. This process should not cause a delay in the repair in an emergency situation.
9. Compliance with Laws, Rules, and Regulations - The successful Firm must comply with all local, state and federal laws, rules, and regulations applicable to the contract(s) issued pursuant to this RFP and to the goods delivered and/or services performed hereunder. Certain services performed under the contract(s) must conform to the New Jersey Uniform Construction Code and all other applicable State building, electrical and safety codes. All construction permits must be obtained from the NJ Department of Community Affairs. If permit or code violations are found with work performed by the successful Firm or its subcontractors/subconsultants/vendors, the successful Firm must correct all violations at no additional charge to the NJEDA.
11. Responsibility of the Successful Firm - The successful Firm is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and other services furnished under the contract(s). The successful Firm will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under the contract(s) will not in any way relieve the successful Firm of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the services will not be construed as a waiver of any rights under the contract(s) or of any cause for action arising out of the performance of the contract(s). The successful Firm's obligations under this clause

are in addition to the successful Firm's other expressed or implied assurance under the contract(s) or State law and in no way will diminish any other rights that the NJEDA may have against the successful Firm for faulty materials, equipment, work or improper billing.

12. Project Management - All subcontractor activities to be performed under the contract(s) will be accomplished in consultation with, under the direction of, and with the approval of the NJEDA Property Manager. The Facility Manager will be responsible for the approval of all deliverables for each element of the tasks in the Scope of Work.
13. Licenses/Certifications – Upon commencement of the services, the successful Firm and any employees assigned to perform work against the resulting contract, at a minimum, must possess and provide evidence of all required licenses and/or certifications. The successful Firm will be responsible to ensure that any staff assigned to perform work against the resulting contract(s) maintains such licensing and/or certifications, as appropriate, throughout the term of the contract and any extensions thereto. Further, upon expiration of the license/certification, it shall be the successful Firm's responsibility to immediately provide NJEDA with evidence of updated licensing for the specified individual without cost to NJEDA.

NOTE: A New Jersey Broker's License IS NOT required for these services. The successful Firm WILL NOT be responsible for the collection of rent payments from tenants.

14. Reduction of Scope of Work - NJEDA has the option, at its sole discretion, to consider any task or service completed before all the said tasks or services have been performed, whenever in the judgment of NJEDA, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event, NJEDA may reduce the scope of work for any task, service, or portions thereof by written notice to the successful Firm. Upon receipt of such notification, the successful Firm will submit to NJEDA within five (5) working days an itemization of the work effort already completed by task/service, and the work effort which will be required by task/service to complete the affected tasks/service in accordance with said notification. Upon approval of the proposed work effort by NJEDA, the successful Firm will complete the project in accordance with said approval. The successful Firm will be compensated in accordance with the applicable portions of the cost proposal.
15. Termination - NJEDA, in its sole discretion, may cancel the contract(s), at any time, without material cause, upon thirty (30) days advanced written notice to the successful Firm. In such event, absent a default on the part of the successful Firm, the successful Firm shall be entitled to compensation for all services properly provided to NJEDA pursuant to the contract(s), prior to such termination.
16. Tax Set Off - Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of state government, is entitled to payment for those good or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any state tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subtraction of set-off under this

Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

3.9 PREPARING AND FILING MONTHLY STATUS REPORTING

The Contractor shall be required to report all monthly activity for their firm to the Authority on a Monthly Status Report form – Exhibit J.

4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER

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

4.1 GENERAL

Proposals that conflict with those terms and conditions contained in this RFP or the Authority's Contracts for Services, Exhibit A1 and A2, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will result in the entire Proposal 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 Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw it or withdraw its Proposal.

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Services, Exhibit A1 and A2 and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

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

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

4.1.1 NON-COLLUSION

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who

is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;

- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – 2022-RFP-IPM-124 Property & Facility Management Services, unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

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

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

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

Technical Proposal Volume

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

Pricing Volume

Fee Schedule. Please reference Section 4.2.2 in this RFP.

Compliance Volume

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

Items that are **Mandatory Submission with Bid Proposal** are denoted *. Items that are **Mandatory Submission Before Contract Award** are denoted **.

4.2.1 TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Proposer's qualifications, and capabilities to perform the services required by this RFP.

The Technical Proposal must, at a minimum, contain the information below and be submitted in the following order:

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

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

I. Cover Letter (Optional)

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

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

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

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

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

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

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the "Organization Chart" must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

A staffing chart/plan listing the names and position of employees who would be assigned to provide all the referenced services to NJEDA. The staffing plan should outline the office location and proposed hours for each staff member by project site:

- (i) NJEDA Headquarters; and
- (ii) New Jersey Bioscience Center.

The staffing plan should also outline, by project site, the hours the Proposer estimates each staff member will be assigned to be on-site, each week as applicable. As part of the proposal submission, the Proposer should provide a detail of its plan to provide a qualified and trained replacement(s) to provide the requisite services during the term of the contract term and any extensions thereto, to ensure uninterrupted performance of the services, in the event of vacation, illness or personal emergency of the successful Firm's staff assigned to perform the work. The Proposer should outline/detail its policy for providing these services during sick time, emergencies and vacations since the successful Firm is required to immediately supply other personnel, with similar experience, trained and knowledgeable in the work to perform the function of Site Superintendent or Facility Manager for the same number of hours, as outlined in the staffing plan. This submittal can be as simple as identifying back-up/alternate staff for key positions identified in the proposing Firm's staffing chart. The staffing plan should contain an outline of annual vacation, sick, administrative

leave time for each staff member. The successful Firm must acknowledge its responsibility to provide all the required services “same day” during the term of the contract including times when the successful Firm’s staff exercises sick time, emergencies, and vacations.

Please note: **Site Superintendents from other NJEDA locations should not be used as replacement staff. If for any reason replacement staff is not available, the successful Firm shall give the NJEDA a credit on the next monthly invoice equal to the cost for that employee.** The Proposer must consider and include these costs when preparing its Fee Proposals as no additional fees will be paid for replacement staff.

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

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

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

V. Resumes/Bios of Key Team Members

A resume/bio for each key team member should be included. A detailed resume or bio, and/or job description for each individual, who will or who it is anticipated will perform work against the resulting contract, to clearly demonstrate their respective appropriate capabilities and background. At a minimum, the resume, bio and/or job description should include such information as:

- a. demonstrated experience specific to providing the types of services required herein
- b. employment history
- c. education
- d. degrees / professional certifications and/or licenses
- e. experience with Property Management and Accounting Database Systems
- f. proficiency in Microsoft Office Suite of Programs
- g. experience procuring, managing and supervising subcontractors related to property and facility management
- h. any additional information that would allow NJEDA to assess the individual’s abilities to perform the services required under this RFP.

Resume information should detail and demonstrate the employee’s experience making recommendations for improved efficiencies, as well as technological installation / implementation advances, as required.

VI. References

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

VII. Description and Documentation of Proposer’s Prior Experience and Qualifications

- A. The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services, Section 3.0;
1. A brief narrative describing the proposing Firm's experience utilizing an automated Property Management and Accounting Database System specifically used for work orders, CAM reconciliations, budgeting, accounts payable management and reporting.
 2. A brief narrative describing the proposed Scope of Services, on a point-by-point basis for each item. The proposal should cover each task set forth in the Scope(s) of Services and detail how the Proposer intends to complete the required tasks. The proposal should clearly cross-reference RFP section numbers and page numbers. The proposal should outline the Proposer's detailed plans and approach to complete the Scope(s) of Services. Reiterations of the RFP are strongly discouraged as they will not provide insight into the Proposer's understanding of and ability to complete the work.
- B. Provide a narrative description (or resume, if you are a sole proprietor), detailing your organization's experience as a Property and Facilities Management firm, or experience working in regards to same. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;
- C. Provide information from projects your organization (or you, if you are a sole proprietor) has previously worked on, and in what role/capacity. For each project that you list, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of your proposed project team have worked together;
- D. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience working in regards to Property and Facilities Management services in New Jersey or other states. In order to be considered for selection, the successful Firm should be able to demonstrate in its proposal that it has:
1. Experience in providing Property and Facility Management Services, for at least five (5) years, for office and commercial business campus facilities greater than four (4) acres; one of the buildings should be at least 50,000 square feet. The successful Firm must have a direct contractual agreement for the referenced properties and the types of facility and property management services must be at least as extensive as the services required by this RFP.
 2. The successful Firm should have staff experienced with accounting, budgeting, CAM reconciliations, payment, and accounting of all accounts payable, building management and tenant services, tenant relations, lease interpretation and evaluation as related to the required services. The successful Firm must have a direct contractual agreement for the referenced properties and the type of services must be at least as extensive as the services required by this RFP.
 3. The proposed Facility Manager and the Site Superintendent(s) should each have a minimum of five (5) years experience in providing Property and Facility Management Services similar to those described in the Scope of Services of this RFP. The proposed Accountant should have at least an Associate's Degree in Accounting and a minimum of five (5) years of real estate accounting experience including CAM reconciliations.

4. Proposals should demonstrate that a Proposer has at least five (5) years of experience in all the areas of service covered by this RFP including, but not limited to:
- i. A proven track record, staff resources and experience to be able to provide Property and Facility Management services.
 - ii. Experience utilizing a Property Management and Accounting System.
 - iii. Experience procuring, managing and supervising subcontractors related to property, facility management, tenant fit out and construction projects
 - iv. Specific experience in building operations and management disciplines.
 - v. The Proposer should indicate whether it has in-house staffing capability to meet the staffing needs as required by this RFP or whether it will be hiring staff. The Proposer should provide evidence that its staff, resources and experience with property and facility management will enable it to effectively perform and deliver the services required of the resulting contract(s). This is to be evidenced by the qualifications of the proposed staff assigned to perform the work against the resulting contract(s), as indicated by the staff resumes, job descriptions, and staffing plan submitted with the proposal. The staffing plan should contain an outline of annual vacation, sick, administrative leave time for each staff member. Prior to commencing services, the successful Firm will have background checks conducted on all assigned staff and will provide copies to NJEDA.
 - vi. Specialized property/facility management experience including:
 - a) The operation of commercial building mechanical, HVAC and control systems including chilled beam HVAC systems;
 - b) The operation of a Building Management System;
 - c) Troubleshooting and/or performance verification of mechanical control systems and HVAC systems;
 - d) Trouble shooting and/or performance verification of other building systems including but not limited to energy management systems (EMS), fire alarm/security systems, and general building and lighting electrical control systems;
 - e) Producing capital repair and improvement plans for office buildings and building operating systems;
 - f) Maintaining regular communications for building operation issues with building tenants/occupants and resolving building oriented complaints;
 - g) Implementing cost control and savings measures to ensure the building is operated effectively, efficiently and within budget; and
 - h) Licensed boiler operator personnel (license must be in effect upon the date of commencement of the services).
 - vii. Experience drafting Scopes of Services for bidding subcontracted facility, property management and construction related projects.

5. A brief narrative describing the methodology for hiring subcontractors and subconsultants anticipated being used at these locations including NJ certified SBE firms. All subcontractors, subconsultants and vendors need to be procured in accordance with the Solicitation of Quotations and Proposals Methodology and Procedures. The narrative should include an outline for the length of time required to draft a scope of services through execution of a subcontract.

No subcontractors, subconsultants or vendors should be hired by the successful Firm for the services required under this RFP until NJEDA has approved the successful Firm's staffing plan and a notice to proceed has been issued by NJEDA.

- E. Provide a listing of three (3) client references, which includes contact names, titles and telephone numbers for which your firm (or you, if you are a sole proprietor) has provided services. The beginning and ending dates of the provided services must be included.

VIII. Financial Capability of the Proposer

- A. In order to provide the Authority with the ability to judge the Proposer's financial capacity and capabilities to undertake and successfully complete the contract, the Proposer should submit certified financial statements which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. If financial statements are not available, the Proposer is to provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference;
- B. If the information is not supplied with the Proposal, the Authority may still require the Proposer to submit it. If the Proposer fails to comply with the request within three (3) business days, the Authority may deem the Proposal non-responsive;
- C. A Proposer may designate specific financial information as not subject to disclosure if the Proposer provides a good faith legal/factual basis for such assertion. The Proposer may submit the specific financial documents in a separate file clearly marked "Confidential-Financial Information"; and
- D. The Authority reserves the right to make the determination to accept the assertion.

4.2.1.1 POTENTIAL PROBLEMS

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

4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations, except to add additional lines in a category heading, if applicable. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposer's Proposal deemed non-responsive.

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

Each proposing Firm must submit the Fee Schedule, attached hereto as **Exhibit C**, with their proposal.

The Site Superintendent positions are subject to the State Building Service Contracts Act ("BSCA") and at a minimum, must be paid prevailing wage and benefits, by respective County, as outlined in the BSCA section of this RFP, refer to **Exhibit E**. For the purpose of this RFP, the *Site Superintendent should be classified as a "General Maintenance Worker – Occupation Code 23370"*. If there is a conflict between the hourly wage rate for the Site Superintendents between the prevailing wage rate and the union rate, the Site Superintendent must be paid the higher hourly rate. Whether performed with in house staff or through a subcontract, the janitorial services are subject to the BSCA and at a minimum, janitorial staff must be paid prevailing wage and benefits, by respective County, as outlined in the BSCA section of this RFP, refer to **Exhibit E**. For the purpose of this RFP, the *Janitorial staff should be classified as a "Janitor – Occupation Code 11150"*. If there is a conflict between the hourly wage rate for the janitorial staff between the prevailing wage rate and the union rate, the janitorial staff must be paid the higher hourly rate.

The monthly rates listed as part of the Fee Proposal must include all direct and indirect costs including, but not limited to: FICA, workers' compensation, SUI, overhead, fee or profit, bonuses, clerical/administrative support, insurance, bonding, travel expenses, licenses, fees, computers, laptops, cell phones, blackberry(s), equipment, uniforms, identification cards, materials, supplies, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Monthly rates must also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station will not be reimbursed by NJEDA.

Annual salary increases for the Site Superintendents and the Facility Manager must be included as part of the annual escalation line item on the Fee Proposal. Fees quoted for the Site Superintendents must be at a minimum in accordance with the terms and conditions of all existing Collective Bargaining Union Agreements attached hereto and made a part hereof as Exhibit F and the BSCA, attached hereto and made a part hereof as Exhibit E and must include all costs for the services required. Except for annual escalation, annual prevailing wage increase (if any), collective bargaining (union) increases and approved overtime, no additional fees will be charged to the NJEDA for the Site Superintendents. Except for annual escalation, no additional fees will be charged to the NJEDA for the Facility Manager.

Whether performed with in house staff or through a subcontract, the monthly rates for Janitorial Services listed as part of the Fee Proposals must include all direct and indirect costs including, but not limited to: FICA, workers' compensation, SUI, overhead, fee or profit, bonuses,

clerical/administrative support, insurance, bonding, travel expenses, licenses, fees, computers, laptops, cell phones, blackberry(s), equipment, uniforms, identification cards, materials, all necessary janitorial supplies and janitorial equipment, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Monthly rates must also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station will not be reimbursed by NJEDA. **Annual salary increases for the Janitorial Staff must be included as part of the annual escalation line item on each respective Fee Proposal. Except for annual escalation, and annual prevailing wage increase (if any), and collective bargaining (Union) increases, no additional fees will be charged to the NJEDA for these services.**

No additional compensation will be provided to the successful Firm for attendance at and participation in meetings, preparations for or presentations given.

NOTE: Except as set forth above, the fees set forth in the Proposer's Fee Proposal should not take into consideration the anticipated costs of subcontractors, materials, tools, or equipment to be reimbursed by NJEDA. Direct, reimbursable, and subcontracted costs will be billed without mark-up or additional charges of the successful Firm.

Proposers shall hold their prices firm for a period of one hundred-twenty (120) days, to accommodate the NJEDA's evaluation and award processes.

Evaluation and review of Fee Proposal will be limited to the following:

- Property and Facility Management Fees for the NJ Bioscience Center and the NJEDA Headquarters Building based on **fixed monthly rates**;
- Facility Manager Fees for the NJ Bioscience Center and the NJEDA Headquarters Building, based on **fixed monthly rates**;
- Site Superintendent Fees for the NJ Bioscience Center and the NJEDA Headquarters Building, based on **fixed monthly rates**;
- Janitorial Fees for the NJ Bioscience Center and the NJEDA Headquarters Building, based on **fixed monthly rates**; and
- **Annual escalation**, if any.

4.2.2.1 DELIVERY TIME AND COSTS

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

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

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

4.2.2.3 PRICE ADJUSTMENT

Pricing shall remain firm throughout the term of the contract and any extensions, including any applicable price escalators thereto.

4.2.3 REQUIRED COMPLIANCE DOCUMENTATION

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

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Bid Proposal **(MANDATORY FORM WITH BID PROPOSAL-SIGNED)**. ALL other Compliance Documentation, not deemed "Mandatory Form With Bid Proposal", are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Bid Proposal, if possible. **A Proposer who fails to submit 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 Proposer.**

4.2.3.1 SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)

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

Note: A Proposer'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.

4.2.3.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)

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

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

4.2.3.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (SHOULD BE FULLY COMPLETED, SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD)

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Proposer, nor

one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer'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 Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a contract.

4.2.3.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM (SHOULD BE FULLY COMPLETED, SIGNED, AND SUBMITTED WITH BID PROPOSAL)

It is highly recommended the Proposer submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the 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. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.3.5 BUSINESS REGISTRATION CERTIFICATION (BRC)

In accordance with N.J.S.A. 52:32-44(b), a Proposer 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 Proposal evaluation and contract award process, the Proposer should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal.

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

4.2.3.6 SOURCE DISCLOSURE CERTIFICATION (SHOULD BE SUBMITTED WITH THE BID PROPOSAL)

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

If any of the services cannot be performed within the United States, the Proposer 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 Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

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

4.2.3.6.1 BREACH OF CONTRACT

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

4.2.3.7 AFFIRMATIVE ACTION EMPLOYEE INFORMATION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA): https://www.nj.gov/treasury/contract_compliance/index.shtml;

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:

https://www.nj.gov/treasury/contract_compliance/index.shtml.

4.2.3.8 SMALL BUSINESS SET ASIDE

Please see Exhibit N for applicable requirements.

4.2.3.9 DISABLED VETERANS' BUSINESS SET-ASIDE

Please see Exhibit N for applicable requirements.

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

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

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

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

4.2.3.11 POLITICAL CONTRIBUTION DISCLOSURE

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

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

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

4.2.3.13 NEW JERSEY STATE W-9

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

4.2.3.14 INSURANCE CERTIFICATE(S)

The Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A1 and A2, accompanying this RFP.

4.2.3.15 SUBCONTRACTOR UTILIZATION PLAN

All Proposers intending to use a Subcontractor(s) must submit a completed Subcontractor Utilization Form available at:
<https://www.njeda.com/bidding/>.

If the Contract is a small business subcontracting set-aside, the Proposer 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 Plan documentation of such efforts.

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

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

4.2.3.16 BID SECURITY

NOT APPLICABLE TO THIS PROCUREMENT.

4.2.3.17 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

This act specifies that no Vendor {Contractor} or Subcontractor shall engage in, any contract (or part thereof) for public work which is subject to the provisions of N.J.S.A. 34:11-56.48, *et seq.* for the construction, reconstruction, demolition, alteration, custom fabrication, repair work, or maintenance work done under contract and paid for in whole or in part out of the funds of a public body or if the property or premises are owned by the public body, unless the Vendors {Contractors} and named Subcontractors maintain a valid public works certificate issued by the New Jersey Department of Labor and Workforce Development during the duration of the contract period. The Vendor {Contractor} and all named Subcontractors performing public work must maintain a valid public works certificate issued by the New Jersey Department of Labor and Workforce Development during the duration of the contract period.

At the time of the proposal due date, the Vendor {Bidder} and Subcontractors performing public work as defined in N.J.S.A. 34:11-56.26 must be registered in accordance with the Public Works

Contractor Registration Act (PWCRA), N.J.S.A. 34:11-56.48 et seq. This registration is required for all trade categories required to perform work as listed herein.

Questions regarding Public Works Contractor Registration should be addressed to:

Contractor Registration
New Jersey Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Bo 369 Trenton, NJ 08625-0389
Tel. 609-292-9464
Fax: 609-633-8591

For additional information, please reference the following web site:
https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

NOTE: All Vendors {Bidders} and Subcontractors performing public work must be registered at the time of Bid Opening. The Vendor {Bidder} should provide proof of registration ON THE DATE OF BID OPENING.

4.2.3.18 PREVAILING WAGE

The NJ State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. applies to public work and building services performed under this procurement. This Act establishes wage standards for all workers performing public work and building services for properties or premises owned or leased by the State, requiring the payment of the State Prevailing Wage rate to all employees performing those duties. See N.J.S.A. 34:11-56.25 to -56.47; N.J.S.A. 34:11-56.58 to -56.70. Prevailing wages amounts are listed by county. It is the responsibility of the Vendor {Contractor} to comply with the requirements of the State Prevailing Wage Act as well as adhere to the requirements of the Fair Labor Standards Act (FLSA) during the duration of this contract and any extensions exercised. Prevailing wages by county can be found on the wage determinations website at <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>. If it is found that any worker employed by the Vendor {Contractor} or any Subcontractor under the contract has been paid a rate of wages less than the prevailing wage required to be paid under the contract, the State may terminate the Vendor {Contractor} and/or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may prosecute the work to completion.

4.2.3.19 CERTIFIED PAYROLL RECORDS

N.J.A.C. 12:60-5.1 of the New Jersey Prevailing Wage Act and N.J.S.A. 34:11-56.25 et seq. requires that certified payroll records must be submitted to the public body, by all Vendors {Contractors} and Subcontractors, for each employee on the project within ten (10) days of the payment of wages. The public body shall receive, file and make these records available for inspection during normal business hours.

4.2.3.20 STATE BUILDING SERVICE CONTRACTS ACT ("BSCA")

The New Jersey State Building Service Contracts Act, N.J.S.A. 34:11-56.58 et seq., establishes prevailing wage levels for the employees of contractors and subcontractors furnishing building services in State-owned and State-leased buildings. The wage and benefit rates are based on the determination made by the U.S. General Services Administration pursuant to the federal "Service Contract Act" and are available on the federal Wage Determinations Online website at www.wdol.gov. If it is found that any worker employed by the Vendor {Contractor} or any

subcontractor has been paid a rate of wages less than the prevailing wage required to be paid under the Building Service Contracts Act, the State may terminate the Vendor {Contractor} and/or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion and the contractor and his sureties shall be liable to the State for any excess costs occasioned by the termination.

The Vendor {Contractor} may apply to the Authority in writing, on the anniversary of the effective date of the Contract for a price increase. The price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this Contract during the prior year. The Vendor {Contractor} must substantiate with documentation, the need for the increase and submit it to the Authority for review and approval/determination of the amount, if any, of the requested increase, which shall be available for the upcoming year. No retroactive increases will be approved by the Authority.

4.2.3.21 CERTIFICATION FOR EO N. 271 – COVID-19 VACCINE

On October 20, 2021, Governor Phil Murphy signed Executive Order No. 271, available at: <https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf>,

which requires new and potential state contractors to demonstrate that all of their employees who enter, work at, or provide services in any State or NJEDA agency location are fully vaccinated or otherwise undergo weekly testing.

Prior to an award of contract, a Proposer must complete and sign the Certification for EO No. 271 – COVID-19 VACCINE form, to certify that it shall comply with Governor Murphy's EO No. 271 if awarded a Contract. Please see the Proposer's Checklist for additional information, and Exhibit K - Certification form.

If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.3.22 DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA AND BELARUS FORM (SHOULD BE FULLY COMPLETED, SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD)

The certification of non-involvement is required to comply with 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. See Exhibit L.

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

A Proposer'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 Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Proposer's Proposal, any best and final offer and the Authority's Contract for Services-Exhibit A1 and A2.

Unless specifically stated within this RFP, any Special Contractual Terms and Conditions of the RFP take precedence over the Authority's Standard Contract – Exhibit A1 and A2, accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Authority's Standard Contract – Exhibit A1 and A2, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, or the Authority's Contract for Services – Exhibit A1 and A2 and the Proposer's Proposal, the RFP and/or the addendum and the Authority's Contract for Services – Exhibit A1 and A2 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 or rates more favorable to the Authority. An annual percentage price escalator may be in effect for the extension options if indicated by the Proposer in their Fee Schedule submitted for this solicitation.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors,

omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

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

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

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

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

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

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

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

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

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 Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

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

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

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

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

5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

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

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

5.9.2 DATA SECURITY STANDARDS

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

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

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

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

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

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

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

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

5.10 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Authority.

5.11 ADVERTISING

The Contractor shall not use the Authority's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Authority.

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Services, Exhibit A1 and A2, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

5.13.4 LIQUIDATED DAMAGES

Not applicable.

5.13.5 PENALTY FOR OVERBILLING

Without terminating this Contract or declaring a default under this Contract, the Authority shall have the right to access a penalty against Vendor for any bill submitted by Vendor to the Authority for payment if the amount of the bill submitted exceeds the correct amount that should have been billed by five percent (5%) or more.

Any penalty assessed by the Authority for overbilling will be assessed in the amount of two hundred percent (200%) of the amount that the bill submitted exceeded the correct amount that should have been billed and will be deducted from any future payment due from the Authority to Vendor under this Contract. In the event of a dispute regarding the amount of any penalty assessed for overbilling cannot be amicably resolved by the parties, the Authority and Vendor agree to submit the matter to binding arbitration.

5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the IPM Procurement Department.

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

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

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

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the IPM Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation

forwarded by the Designated Contract Manager to the IPM Procurement Department must include all other required Authority approvals.

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

5.15 INDEMNIFICATION

The indemnification provisions set forth in the Authority's Contract for Services, Exhibit A1 and A2, shall prevail.

5.16 MAINTENANCE OF RECORDS

The Contractor shall maintain records for products and/or services delivered against the contract and any and all subcontracts 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 Comptroller, for audit and review.

5.17 FORM OF COMPENSATION - INVOICING/PAYMENT

The Contractor will submit electronic invoices to the Authority (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Invoices must be submitted to REDInvoices@njeda.com.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP 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. This is a covered contract under EO No. 271 (Murphy 2021), as set forth in Section 1.1 of this RFP. Therefore each submitted invoice will only be paid when the invoice contains the following statement to re-certify the Contractor's compliance with the requirements of the Executive Order. Please review a sample invoice certification statement (below).
 - 1. "The undersigned hereby certifies, pursuant to EO No. 271 (Murphy 2021), that it has complied with the requirements of EO No. 271 for the period of time covered by the attached invoice(s)."

- D. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- E. A description of the project task or subtask services for the invoice timeframe;
- F. A Monthly Status Report form;
- G. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- H. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

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

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

5.17.1 VENDOR PAYMENTS

During the term of the contract(s), compensation will be paid by NJEDA to the successful Firm for the following services:

1. Property and Facility Management Fees for the NJ Bioscience Center and the NJEDA Headquarters Building based on fixed monthly rates;
2. Facility Manager Fees for the NJ Bioscience Center and the NJEDA Headquarters Building based on fixed monthly rates;
3. Site Superintendent Fees for the NJ Bioscience Center and the NJEDA Headquarters Building, based on fixed monthly rates;
4. Janitorial Fees for the NJ Bioscience Center and the NJEDA Headquarters Building, based on fixed monthly rates;
5. Landscape/Ground Maintenance Fees for the Tech Center Expansion, North Brunswick, NJ based on fixed monthly rates;
6. Reimbursement for direct cost (without markup) of NJEDA approved subcontracts or purchase orders (all sites);
7. Reimbursement for direct cost (without markup) for NJEDA approved purchases of supplies, materials, tools, and equipment (all sites);
8. Approved and requested fees for additional services and/or staff based on an agreed maximum not-to-exceed, lump sum fee, or time and materials fee in accordance with fully loaded hourly rates set forth in the successful Firm's Fee Proposal(s); or if not

specified in the proposal, then reasonable and customary amounts as negotiated by NJEDA.

9. Annual escalation, if applicable.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Authority reserves the right to waive minor irregularities or omissions in a Proposal. 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 Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE

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

6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES

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

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

6.4 RIGHT TO REQUEST FURTHER INFORMATION

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

6.5 PROPOSAL EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor

ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

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

Proposer may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

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

6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA

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

6.7.2 PROPOSER'S FEE SCHEDULE

For evaluation purposes, Proposers will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFP.

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

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

6.7.3 PROPOSAL DISCREPANCIES

In evaluating Proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, 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 Proposer(s).

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Internal Process Management's Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Internal Process Management's Procurement department. The Internal Process Management's Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

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

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

6.9 PROTEST OF RECOMMENDED AWARD

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

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

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

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

7.0 CONTRACT AWARD

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

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

Award of a contract for the services outlined in this RFP will be subject to the selected entity entering into the "Contract for Services", attached to this RFP as Exhibit A1 and A2. Proposers 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 Proposer 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 Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Services" with the proposal as it will result in the proposal being deemed non-responsive.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP 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 A1 and A2) during the "Questions and Answers Period."

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor 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 proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

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

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER

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

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

8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

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