For: DUE DILIGENCE FOR DISQUALIFICATION/DEBARMENT REVIEW SERVICES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>Bidder’s Electronic Question Due Date <em>(Refer to RFQ/P Section 1.3.1 for more information.)</em></td>
<td>6/19/20</td>
<td>12:00PM</td>
</tr>
<tr>
<td>Optional Pre-Proposal Conference     <em>(Refer to RFQ/P Section 1.3.2 for more information.)</em></td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Mandatory/Optional Site Visit</td>
<td>N/A</td>
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<tr>
<td>Proposal Submission Date             <em>(Refer to RFQ/P Section 1.3.4 for more information.)</em></td>
<td>7/14/20</td>
<td>2:00PM</td>
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</tbody>
</table>

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

**Small Business Set-Aside**

- □ Not Applicable [X]
- □ Entire Contract
- □ Partial Contract
- □ Subcontracting Only

**Category**

- □ I
- □ II
- □ III

RFQ/P 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
# Table of Contents

1.0 INFORMATION FOR BIDDERS  .............................................................................................................................................. 4  
1.1 PURPOSE/INTENT/SUMMARY OF SCOPE  ................................................................................................................ 4  
1.2 BACKGROUND  ................................................................................................................................................................. 5  
1.3 KEY EVENTS  ......................................................................................................................................................................... 5  
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD  ................................................................................................. 5  
1.3.1.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES  .............................................. 6  
1.3.2 PRE-PROPOSAL CONFERENCE  ................................................................................................................................. 6  
1.3.3 PROJECTED MILESTONE DATES  ............................................................................................................................... 6  
1.3.4 SUBMISSION OF PROPOSAL – ELECTRONIC AND HARD COPY  .............................................................................. 6  
1.3.5 PRICE ALTERATION IN HARD COPY PROPOSALS  ..................................................................................................... 8  
1.3.6 SUBMISSION TO BE UPLOADED SEPARATELY, AS VOLUME TWO AND LABELED, AS SUCH  .................................. 27  
1.3.7 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)  ..................................................................... 6  
1.3.8 ELECTRONIC SIGNATURE  .......................................................................................................................................... 7  
1.4 ADDITIONAL INFORMATION  ......................................................................................................................................... 8  
1.4.1 ADDENDA: REVISIONS TO THIS RFQ/P  .................................................................................................................... 8  
1.4.2 PROPOSER RESPONSIBILITY  ........................................................................................................................................ 9  
1.4.3 COST LIABILITY  .............................................................................................................................................................. 9  
1.4.4 CONTENTS OF PROPOSAL - OPEN PUBLIC RECORDS ACT  ..................................................................................... 9  
1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT  ............................................................................................................. 10  
1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING  ............................................................................................ 10  
1.4.7 JOINT VENTURE  .......................................................................................................................................................... 11  
1.4.8 SUBCONSULTANTS SUBCONTRACTORS  ..................................................................................................................... 11  
1.4.9 CONFLICT OF INTEREST  ......................................................................................................................................... 12  
1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS  ......................................................................................................... 12  
2.0 DEFINITIONS  ..................................................................................................................................................................... 12  
2.1 GENERAL DEFINITIONS  ................................................................................................................................................. 12  
2.2 CONTRACT-SPECIFIC DEFINITIONS  ............................................................................................................................. 14  
3.0 SCOPE OF WORK  .............................................................................................................................................................. 14  
3.1 PROGRAM BACKGROUND  ................................................................................................................................................ 15  
3.2 DELIVERABLES  ................................................................................................................................................................. 17  
3.2.1 COMPLETED COMPANY REPORT  ............................................................................................................................ 17  
3.3 FIXED COST PRICING  ......................................................................................................................................................... 20  
3.4 INITIAL ORGANIZATIONAL MEETING  .......................................................................................................................... 20  
3.5 ADDITIONAL SERVICES  .................................................................................................................................................... 21  
3.6 PROJECT UPDATES AND REPORTING CONFERENCE CALL  .......................................................................................... 21  
3.7 INVOICING & PAYMENT REIMBURSEMENT SCHEDULE  ................................................................................................. 21  
3.8 AVAILABILITY OF SERVICES  ......................................................................................................................................... 21  
4.0 PROPOSAL PREPARATION AND SUBMISSION  ............................................................................................................. 21  
4.1 GENERAL  ........................................................................................................................................................................... 21  
4.1.1 NON-COLLUSION  .................................................................................................................................................. 22  
4.2 PROPOSAL CONTENT AND SUBMISSION ORDER  ......................................................................................................... 23  
4.2.1 VOLUME ONE – COVER LETTER  ........................................................................................................................... 23  
4.2.2 VOLUME ONE – TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION  ........................................................................................................... 24  
4.2.2.1 POTENTIAL PROBLEMS  .................................................................................................................................. 24  
4.2.2.2 SUBJECT MATTER EXPERTS (SME’S)  .................................................................................................................. 26  
4.2.3 VOLUME TWO – FEE SCHEDULE  .................................................................................................................................. 27  
4.2.3.1 DELIVERY COSTS  ............................................................................................................................................ 27  
4.2.3.2 C.O.D. TERMS  .................................................................................................................................................... 27

2
1.0 INFORMATION FOR BIDDERS

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit proposals to review and investigate representations made by applicants to current EDA programs for tax credits, loans, grants, as well as, legacy or future programs offered by the Authority and pursuant to the Authority’s regulations.

1.1 PURPOSE/INTENT/SUMMARY OF SCOPE:

The purpose of this RFQ/P is to obtain services, as detailed below, for a company/project/vendor specific due diligence review and an annual updated review for each company during the project lifecycle.

The Authority administers a variety of incentives and financing programs. Our financing programs provide New Jersey businesses with low-interest financing through bonds, loan participations, loan guarantees, and variable- or fixed-rate loans. Historically, the Authority’s incentives programs have included:

• Grow NJ Program (EOA and Legacy)
• Economic Redevelopment and Growth (ERG) Program (Commercial and Residential)
• Urban Transit Hub Tax Credit Program
• Business Employment Incentive Program (BEIP)
• Business Retention and Relocation Assistance Grant (BRRAG) Program

The number and type of incentive programs changes from time-to-time. Additional information about financing and incentives programs is available on the Authority’s website (https://www.njeda.com/financing_incentives).

The Authority also procures goods, services, real estate and construction activities. Most are procured through a publicly advertised bidding process. Current bidding opportunities are posted on the Authority’s website (https://www.njeda.com/Bidding-Opportunities-General). At the Authority’s discretion, recommended awardee proposal responses with respect to ownership, could be subject to due diligence review.

Pursuant to certain laws -- including Executive Order 34 (Byrne 1976), Executive Order 189 (Kean 1988), and N.J.A.C. 19:30-2.1, et seq. (all of which are attached hereto as Exhibits B1-B3 -- the Authority performs certain due diligence to confirm that applicants for financing and incentives programs and bidders/vendors demonstrate and maintain the highest standards of responsibility and moral integrity and to determine whether anything in the company’s history justifies disqualification, debarment or suspension. The Authority seeks to contract with one consultant who will assist with that due diligence process.

The intent of this RFQ/P is to award one (1), two (2) year contract with the possibility of three (3), twelve (12) month extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible bidder whose proposal, conforming to this RFQ/P is most advantageous to the Authority, price and other factors considered.

No budget estimate is being provided.
The Authority may award any and all price lines, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the Authority’s best interest.

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

1.2 BACKGROUND

The New Jersey Economic Development Authority (NJEDA) was established in 1974 as a self-supporting independent agency to encourage economic growth and job creation in the State. Its core focus has been the growth of small and mid-sized businesses and the economic revitalization of distressed areas. In response to state policies, economic trends and needs in the marketplace, the Authority develops new programs and adapts existing ones that benefit its core business markets, communities and specific industry sectors. It seeks to fulfill its mission through financial assistance, real estate development support, incentive grants and other innovative funding structures, and through entrepreneurial training and mentoring.

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 New Jersey Economic Development Authority has provided more than $28.4 billion dollars in assistance, to over 13,500 projects. These projects have created an estimated 376,387 jobs within the State. In 2018, the Authority provided over $760 million dollars in assistance to four hundred eighty eight (488) projects and created more than 6,400 new full-time jobs and 2,370 construction jobs. In fact, since 1979, we’ve developed over 10 million square feet of new and renovated space, valued at more than $1.5 billion dollars.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

The subject line of the e-mail should state:

“QUESTIONS-2020-RFQ/P-093 – Due Diligence”

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

All Questions received and Answers given in response to this RFQ/P will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority’s website, http://www.njeda.com/rfq, after the posted cut-off date. (See RFQ/P Section 1.4.1 for further information)

1.3.1.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES

Any questions regarding the Authority’s Contract for Professional Services, Exhibit A and exceptions to mandatory requirements must be posed during this Electronic Question and Answer Period and contain the Proposer’s suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract.

1.3.2 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference is NOT applicable to this solicitation.

1.3.3 PROJECTED MILESTONE DATES

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

- Q & A Period Ends: FRIDAY, JUNE 19, 2020 at or before 12:00 PM (prevailing local time)
- If required, Addendum with Q & A Responses: WEDNESDAY, JUNE 24, 2020.
- Proposals Due: TUESDAY, JULY 14, 2020 at or before 2:00 PM (prevailing local time)
- Estimated Recommendation for Award: TUESDAY, AUGUST 11, 2020, Authority Board Meeting
- Contract Executed: on or about AUGUST/SEPTEMBER 2020.

1.3.4 SUBMISSION OF PROPOSAL – ELECTRONIC AND HARD COPY

In order to be 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.

ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED):

Proposer’s shall submit a complete, signed, ELECTRONIC proposal, in "read only" PDF file format using Adobe Acrobat Reader software, must be viewable by Authority evaluators.

The subject line of the RFQ/P submission and any attachments are all to be clearly labeled.
EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(PROPOSER’S COMPANY NAME)- Bid Submission-2020-RFQ/P-093 Due Diligence, and the file/document title.”

Note: Fee Proposal submissions – Volume Two, Section 4.2.4 are to be uploaded separately and not scanned with the other Proposal document submissions.

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

https://njeda.sharefile.com/r-red6f56aa5a8458da

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

It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover to allow some time to identify and troubleshoot any issues that may arise when using the ShareFile application. Technical inquiries regarding the uploading of documents may be directed to EDAProcurementQA@njeda.com, and will be addressed during normal business hours. The Authority will not respond to substantive questions related to the RFQ/P submission, after the Q&A period has closed.

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

1.3.4.1 ELECTRONIC SIGNATURE

Proposers submitting Proposals electronically may sign the forms listed in Section 4.2.4 (Volume Three-Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” within the “Tools” ribbon and enter the information.

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

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

HARD COPY PROPOSAL SUBMISSION

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

ANN MARIE WIEDEMANN
SR. PROCUREMENT PROJECT OFFICER
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
The exterior of all proposal packages are to be clearly labeled with the proposal title:

**2020-RFQ/P 093 – DUE DILIGENCE**
Including the Proposal Opening Date and the Proposer’s Name
and Address.

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

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

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

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

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

**1.3.5 PRICE ALTERATION IN HARD COPY PROPOSALS**

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

**1.4 ADDITIONAL INFORMATION**

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

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

**ALL RFQ/P ADDENDA WILL BE ISSUED ON THE AUTHORITY’S WEB SITE.
TO ACCESS ADDENDA, THE PROPOSER MUST SELECT THE PROPOSAL
NUMBER ON THE WEB PAGE AT http://www.njeda.com/rfq - “Bidding
Opportunities - Notices of Request for Qualifications & Proposals”.

There are no designated dates for release of addenda. Therefore interested bidders should check the Authority’s "Bidding Opportunities" website on a daily basis from time of RFQ/P issuance through the proposal submission opening.

**It is the sole responsibility of the Proposer to be knowledgeable of all
addenda related to this procurement.**
1.4.2 PROPOSER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF PROPOSAL - OPEN PUBLIC RECORDS ACT

Proposals received will become property of the Authority and cannot be returned to the Proposer.

Proposals can be released to the public pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the opening of Proposals, all information submitted by a Proposer in response to this RFQ/P is considered public information notwithstanding any disclaimers to the contrary submitted by a Proposer. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law.

As part of its Proposal, a Proposer 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 Proposer must provide a detailed statement clearly identifying those sections of the Proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The Proposer must also provide a redacted copy of the Proposal indicating the sections identified as confidential. The Authority will not honor any attempts by a Proposer to designate its entire Proposal as proprietary or confidential and/or to claim copyright protection for its entire Proposal. The terms and pricing of the Proposal are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the Proposer accordingly. Any proprietary and/or confidential information, as determined by the Authority, in a Proposal will be redacted by the Authority. 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, including, but not limited to, any costs incurred by the Authority, shall be the responsibility of the Proposer. The Authority assumes no such responsibility or liability.
In order not to delay consideration of the Proposal or the Authority’s response to a request for documents, the Authority requires the Proposer respond to any request regarding confidentiality markings within three “3” business days. If no response is received by the designated date and time, the Authority will be permitted to release a copy of the Proposal with the Authority making the determination regarding what may be proprietary or confidential.

On the date and time Proposals are due under the RFQ/P, only the names and addresses of the Proposers submitting Proposals will be announced, and the contents of the Proposals shall not be available for inspection and copying until the notice of intent to award is issued by the Authority. Thereafter, all information concerning the Proposal submitted may be publicly announced and shall be available for inspection and copying except for information appropriately designated as proprietary and/or confidential.

The obligations of the Authority to maintain confidential any information or record identified as such is also subject to any other lawful document request or subpoena.

1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT

On the date and time proposals are due under the RFQ/P, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection. In those cases where negotiation is contemplated, 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 until the Conditional/Notice of Intent to Award is issued.

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

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

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

A Proposer(s) may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, and e-mailed to EDAProcurementQA@njeda.com, referencing the Company Name, RFQ/P number, Title and how the proposal was submitted (i.e. hard copy or uploaded to the Sharefile link). The written withdrawal request must be signed-and-submitted by a duly authorized representative of the bidding entity to be valid.

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

If, after the proposal submission opening but before contract award, a Proposer(s) discovers an error in its proposal, the Proposer(s) may make a written request to EDAProcurementQA@njeda.com, referencing the Company Name, RFQ/P number and Title and how the proposal was submitted (i.e. hard copy or uploaded
to the Sharefile link) for authorization to withdrawal its proposal from consideration for award. The written withdrawal request must be signed and submitted by a duly authorized representative of the bidding entity to be valid. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer(s) exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the 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 vendor 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 RFQ/P.

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

1.4.8 /SUBCONSULTANTS SUBCONTRACTORS

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

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

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

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the 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” of this RFQ/P. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its subcontractors.

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

1.4.9 CONFLICT OF INTEREST

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any sub-contracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority 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 sub-contracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Authority’s staff reserves the right to reject any and all proposals, if deemed to be in the best interest of the Authority, to request redefined proposals from any entity responding to this RFQ/P, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of 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 RFQ/P. The Authority retains the discretion to modify, expand or delete any portion of this RFQ/P or terminate this RFQ/P process at any time.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Evaluation Committee** – A committee established or Authority staff member assigned by the Director of the requesting department to review and evaluate proposals submitted in response to this RFQ/P and to recommend a contract award to the Director of IPM.

**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)** – Department of the New Jersey Economic Development Authority.
Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

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

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

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

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

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

State – State of New Jersey

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

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

Task – A discrete unit of work to be performed.

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.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

NAICS code – Is a classification within the North American Industry Classification System. The NAICS System was developed for use by Federal Statistical Agencies for the collection, analysis and publication of statistical data related to the U.S. Economy. The goal was to establish a North American Standard for the U.S., Mexico and Canada.

3.0 SCOPE OF WORK

The New Jersey Economic Development Authority (“Authority”) is seeking proposals from a firm experienced and specializing in performing Due Diligence reviews.
The review services will be performed pursuant to certain laws -- including Executive Order 34 (Byrne 1976), Executive Order 189 (Kean 1988), and N.J.A.C. 19:30-2.1, et seq. (all of which are attached hereto as Exhibits B1-B3). Under those laws the Authority performs due diligence to confirm that applicants for financing and incentives programs and bidders/vendors demonstrate and maintain the highest standards of responsibility and moral integrity and to determine whether anything in company’s history justifies disqualification, debarment or suspension.

3.1 PROGRAM BACKGROUND

The Authority offers a large portfolio of programs and services as part the Authority’s mission to advance economic development in the State of New Jersey. Relevant to this RFQ/P, the program portfolio currently includes the implementation and administration of incentive programs including the recently expired Grow New Jersey Assistance Program ("Grow NJ") and Economic Redevelopment and Growth (ERG) Program (Commercial and Residential). Also included are legacy programs (Urban Transit Hub Tax Credit Program, Business Employment Incentive Program (BEIP), Business Retention and Relocation Assistance Grant (BRRAG) Program), and the future incentive programs.

The Authority’s current incentive portfolio for Grow NJ is roughly 250 companies. Information about the Grow NJ Program including the corresponding statute (N.J.S.A. 34:1B-242) and administrative code (N.J.A.C. 19:31-18.1) are available at https://www.njeda.com/financing_incentives/programs/grow_nj.

Information about the ERG Program including the corresponding statute (N.J.S.A. 52:27D-489a) and administrative code (N.J.A.C. 19:31-4.1) are available at https://www.njeda.com/large_business/economic_redevelopment_growth.

Additional information about other programs will be made available by the Authority as required.

Businesses applying for NJEDA programs are subject to the Authority’s Disqualification/Debarment Regulations (the “Regulations”), which are set forth in N.J.A.C. 19:30-2.1, et seq., Exhibit B3. In accordance with Section 2.2(a) of the Regulations, the Authority may decline to give financial assistance, or approval as a tenant in any Authority-financed project or Authority-owned project, to any person, or may debar a person from Authority project including, but not limited to contracting for any of the following causes:

A. Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract;

B. Violation of the Federal Organized Crime Control Act of 1970, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice, or any other offense indicating a lack of business integrity or honesty;

C. Violation of the Federal or State antitrust statutes, or of the Federal Anti-Kickback Act; (18 U.S.C. 874);

D. Violation of any law governing the conduct of elections of the Federal Government, State of New Jersey or of its political subdivision;

E. Violation of the "Law Against Discrimination" (P.L. 1945, c.169, N.J.S.A. 10:5-1 et seq., as supplemented by P.L. 1975, c.127), or of the act banning discrimination in public works employment (N.J.S.A. 10:2-1 et seq.) or of the act prohibiting discrimination by industries engaged in defense work in the employment of persons therein (c.114, L.1942, N.J.S.A. 10:1-10 et seq.);
F. Violation of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, or child labor;

G. Violation of any law governing the conduct of occupations or professions of regulated industries;

H. Violation of any law which may bear upon a lack of responsibility or moral integrity;

I. Any other cause of such serious and compelling nature as may be determined by the Authority to warrant disqualification for assistance or debarment from contracting with the Authority or from Authority project contracting;

J. Debarment by any department, agency, or instrumentality of the State or Federal government;

K. Violation of any of the following prohibitions on vendor activities representing a conflict of interest, or failure to report a solicitation as set forth in (a)11ii below:

L. No person shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13b and e, with which such person transacts or offers or proposes to transact business, or to any member of the immediate family as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

   i. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee or special Authority officer or employee from any person shall be reported in writing by the person to the Attorney General and the Ethics Liaison Officer.

   ii. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such person to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this subsection shall be reported in writing to the Authority Ethics Liaison Officer and the State Ethics Commission, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

   iii. No person shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the officer or employee.

   iv. No person shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the person or any other person.
Applicants are required to complete a legal questionnaire, answering certain background questions pertaining to the causes listed in N.J.A.C. 19:30-2.2(a). A sample application with the legal questionnaire is annexed hereto as Exhibit C1 & C2.

Pursuant to the Authority’s regulations, the EDA performs due diligence on businesses to ensure their program eligibility. Among other things, the Authority verifies the veracity of the information provided by the Applicant in response to the legal questionnaire. The Authority intends to obtain the services of a third party to assist with that due diligence, as detailed in Section 3.2 below, on both the existing portfolio of projects and for future program applicants.

As stated generally in the summary, the purpose of this RFQ/P is to obtain services both for an initial due diligence review and also for an annual updated review to reflect any relevant changes to projects as they are monitored during the project lifecycle (which may be in excess of 10 years depending on the program).

The number of new projects is estimated at 50 per year from future incentive programs, which is subject to change and dependent on NJ legislation.

3.2 DELIVERABLES

The Authority is seeking proposals from qualified firms, with a minimum of five (5) years experience, performing due diligence screening services. The Authority has an incentive portfolio of approximately 250 companies in current/legacy programs. The Contractor will perform due diligence for approximately 50 companies, per year. The Contractor may also be asked to perform due diligence on companies that bid on or submit proposals in response to Requests for Qualifications/Proposals (RFQ/P’s) or other types of procurements or solicitations, as required.

The Authority will refer one or more companies at a time, to the Contractor, and provide the Contractor with a list of the companies required for review. The Contractor must first review the companies listed to insure there is no conflict of interest with any of the companies. The Contractor will be responsible to review the listing and notify the Authority’s Designated Contract Manager immediately, if a conflict exists. Once the Contractor confirms they do not have any conflict of interest the Authority will forward the company information (i.e. certain background information, such as the application and/or legal questionnaire, Exhibit C1 & C2) for review.

The Contractor shall research/investigate each company and provide a complete written report to the Authority on each company, which summarizes the searches performed, the resources reviewed, and the results of the due diligence work completed.

3.2.1 COMPLETED COMPANY REPORT

1. Each company report should include the following:
   a. A summary of the scope of review for the report in question, including
      i. A list of all entities directly covered in the report (see below); and
      ii. A list of all sources/databases reviewed to ensure that the company has completely and accurately disclosed all relevant legal matters pending, settled, adjudicated or otherwise resolved.
   b. An index of NJEDA-provided documents utilized towards completing the report.
   c. A detailed company background and profile including the company’s:
i. NAICS code;

ii. principal products and/or services;

iii. corporate structure;

iv. total number of employees and number of employees in NJ;

v. nature of business and nature of operations both currently and proposed in NJ as compared to the NAICS code.

d. A list of affiliates with employees in NJ and any legal/reputational concerns.

e. Relevant results retrieved from searches, including: litigation, liens and judgments, debarments, regulatory actions, adverse media, and other potentially relevant matters.

   i. For individuals, this should also include relevant information such as personal identifiers and address history, in addition to personal/professional background (to the extent available).

2. Entities to be covered by each report shall include:

   a. the applicant business itself;

   b. any entities that are named in the relevant application and/or agreement with the Authority; and

   c. additional entities or persons, as are to be determined in consultation with Authority staff, which may include:

      i. those that will otherwise receive a direct benefit from the financing, incentive, or other agreement with the Authority;

      ii. those having an ownership interest in Applicant of 10% or greater;

      iii. those in which Applicant holds an ownership interest of 10% or greater; and/or

      iv. a limited number of key officers or directors.

3. For those entities deemed relevant for each review, the review shall be conducted to sufficiently cover all of the causes listed in N.J.A.C. 19:30-2.2(a), Exhibit B3, at the time of review. Note that the Authority’s regulations – and, accordingly, the scope of the Authority’s legal questionnaire and those causes requiring due diligence at the time of review – are subject to change during the course of the contract term.

This review shall include, at a minimum, use of the following sources:

   a. Searches using PACER, New Jersey eCourts, and other national, state/territory, and local judicial filing systems where relevant to a given review;

   b. Searches using Google (or a comparable search engine);

   c. Searches using LexisAdvance, Westlaw, or a comparable legal research service;
d. The filings made during the relevant review period with the U.S. Securities & Exchange Commission (if applicable), with an emphasis on excerpts relating to legal proceedings;

e. Review of entries on the Project on Government Oversight (POGO) Federal Contractor Misconduct Database: https://www.contractormisconduct.org/misconduct;


h. Review of the most current version of the New Jersey Department of Labor and workforce Development Debarment List: https://www.nj.gov/labor/forms_pdfs/lsse/debar.pdf;

i. Searches of the NJ Department of the Treasury’s Consolidated Debarment Database: https://www.state.nj.us/treasury/revenue/debarment/index.shtml;

j. Searches of exclusion records from the Federal System for Award Management (SAM): https://www.sam.gov/SAM/;

k. Search-based review of Final Decisions, Orders, and Advisory Opinions maintained by the New Jersey State Ethics Commission: https://www.nj.gov/ethics/final/;

l. For securities/financial services-based entities, searches should include the following sites:
   i. BrokerCheck by Finra: https://brokercheck.finra.org/

m. Reviews of covered causes should be limited to following “look-back” periods:
   i. For civil matters, those that were either pending or concluded within 5 years of the reporting date;
   ii. For criminal matters, those that were either pending or concluded within 10 years of the reporting date;
   iii. For environmental regulatory matters, those that were either pending or concluded within 10 years of the reporting date; and
iv. For all other regulatory matters, those that were either pending or concluded within 5 years of the reporting date.

The Contractor may also be asked to annually refresh the searches on a company to ensure that no new areas of concern have emerged.

The Authority’s average, estimated turnaround timeframe to receive the completed company report, from date the Contractor receives the provided company information from the Authority is ten (10) business days.

The Contractor may also be asked to annually refresh the searches on a company to ensure that no new areas of concern have emerged.

3.3 FIXED COST PRICING

Proposer’s must provide a firm, fixed-cost price for each completed company due diligence report, including a fixed-rate not-to-exceed price cap, per the Fee Schedule. Proposer’s must also provide hourly rates for each generic management category, listed on the Fee Schedule.

The firm fixed-cost price must be inclusive of the company review and up to two (2) owners. Companies who have greater than two (2), ten percent owners, must submit to the Authority’s Designated Contract Manager, the level of management, hourly rate and the number of hours required to review the additional ownership, per the Fee Schedule.

3.4 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend, either in person or via conference call an Initial Organizational Meeting with the Authority’s designated staff, as may be deemed appropriate, to review the Due Diligence process requirements. The Contractor will be expected to detail and finalize its Due Diligence review process at this meeting. The Contractor and the Authority’s Designated Contract Manager will mutually work together, agree upon and approve the process and timelines for the company reviews, upon executing the contract with the Authority.

The Initial Organizational Meeting will be held within five (5) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority’s designated staff members, as may be deemed appropriate, to gain a clearer understanding of the performance expectations and to review the Authority’s requisite timelines. The Authority’s Designated Contract Manager will guide the meeting and address any issues.

The Contractor shall commence work within one week of executing a contract with the Authority.

This meeting will be held at the Authority’s offices located at 36 West State Street, Trenton or via teleconference. The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority’s staff.
3.5 ADDITIONAL SERVICES

During the term of the Contract, the Authority may possibly request additional consulting services from the Vendor on a requirement basis. If, in the Authority’s sole discretion, consulting services are required apart from the deliverables set forth in this RFQ/P, the Authority will submit the additional requirements to the Contractor, detailing a specific project requirement. The Contractor will review and submit pricing, in accordance with their hourly rates provided on their Fee Schedule. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.

3.6 PROJECT UPDATES AND REPORTING CONFERENCE CALL

The selected firm’s designated Lead Account Manager or “Back-Up” Lead Account Manager may be required to be on a “bi-weekly” conference call, at a minimum, with the Authority’s Designated Account Manager. The weekly call is estimated to be no more than 30-60 minutes in duration and will address timelines, bottlenecks, and requirements, as they are identified. Other calls/correspondence/meetings may be needed at times, during the contract term.

No additional compensation will be provided for participating in the calls, correspondence and/or meetings. Responding firms must consider all the costs associated with these activities when completing the Fee Schedule.

3.7 INVOICING & PAYMENT REIMBURSEMENT SCHEDULE

Payments to the Contractor shall be invoiced and disbursed on a monthly basis for the work successfully completed and approved by the Authority’s Designated Contract Manager of the specified deliverables listed in the scope of work.

3.8 AVAILABILITY OF SERVICES

It is possible that a limited number of the Contractor’s staff may be required to provide a nominal portion of the requisite services (i.e. meeting with senior executive staff, senior managers, etc.) outside of normal business hours in order to accomplish the requisite schedule and dates for completion of the Work. For purposes of this RFQ/P, “normal business hours” are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of Authority holidays. Proposers should consider the need for such limited work to be performed outside of normal business hours and include such costs when preparing its “Fee Schedule”. The Fee Schedule rates provided should be inclusive of all costs, no additional compensation will be provided for overtime, meals, beverages, mileage, tolls, gasoline or other travel expenses. It is the Authority’s intent to minimize these instances, whenever possible. However, in the event the Contractor fails to accommodate the Authority’s need for after-hours work (other than “normal business hours” on two (2) or more instances; the Consultant Firm will be considered to be non-responsive to the needs of the Authority. As such, the Authority may cancel the contract for cause.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

After award of contract:

a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFQ/P, the term or condition of the Authority’s Contract For Professional Services, Exhibit A and/or the Authority’s RFQ/P will prevail; and

b) if the result of the application of a supplemental term or condition included in the proposal would diminish the Authority’s rights, the supplemental term or condition will be considered null and void.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFQ/P, including the instructions on the RFQ/P’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 RFQ/P.

4.1.1 NON-COLLUSION

By submitting a proposal, the Proposer certifies as follows:

a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.

b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal submission.

c. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

d. The proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive proposal.

e. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The forms discussed herein and required for submission of a proposal in response to this RFQ/P are available on the web at http://www.njeda.com/rfq, see RFQ/P Proposer Checklist - 2020-RFQ/P- 093 Due Diligence for Disqualification/Debarment Review Svs, unless noted otherwise.
4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

Bid Proposal must contain the following documentation, as noted and should be submitted/uploaded in **three (3) separate volumes**, with each volume labeled and containing the content listed below:

VOLUME ONE

Cover Letter

**(MANDATORY SUBMISSION WITH BID PROPOSAL)**

Technical Proposal;
Organizational Qualifications;
Experience; and
Miscellaneous Information

VOLUME TWO

**(MANDATORY SUBMISSION WITH BID PROPOSAL)**

Fee Schedule

VOLUME THREE

Required Documentation

* (MANDATORY SUBMISSION WITH BID PROPOSAL)

**(REQUEST SUBMISSION WITH PROPOSAL, BUT REQUIRED PRIOR TO CONTRACT AWARD)**

Signatory Page*;
Ownership Disclosure*;
Disclosure of Investment Activities in Iran*;
Disclosure of Investigations and Other Actions Involving the Bidder*;
New Jersey Business Registration Certificate (BRC)**;
Source Disclosure Certification**;
Employee Information Report (Form AA302)/Affirmative Action**;
Small Business Set Aside:
  - Set-Aside Information Form**;
  - Set-Aside Compliance Certificate**;
  - Small Business Subcontracting Set-Aside**;
Two-Year Chapter 51/Executive Order 117 Vendor Certification**;
New Jersey Taxpayer W-9 Form**;
Insurance Certificate(s)**; and
Subcontractor Utilization Form**, if applicable.

4.2.1 VOLUME ONE – COVER LETTER

All respondents should submit a cover letter summarizing its proposal, which includes the full company name and address of the bidder performing the services described in this RFQ/P, and the name, e-mail address and phone number for the individual who will be the primary contact person for the responding bidder for this engagement. Also indicate the state of incorporation, whether the bidder is operating as an individual proprietorship, partnership, corporation or a joint venture, including the identification of any and all sub-consultants.

If applicable, complete and submit the Subcontractor Utilization Form, found on the Proposer’s Checklist.
In this Volume, the Proposer must set forth its understanding of the requirements of this RFQ/P 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 RFQ/P.

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

Submit your Technical Proposal as **Volume One** in the following order:

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

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

I. **Description of Bidder’s Prior Experience and Qualifications**

   A. The Proposer should clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services, Section 3.0. If applicable, highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope and the location of the project(s).

   B. Provide a narrative description, detailing your organization’s experience performing due diligence services.

   C. If applicable, submit any information/examples of services provided, similar in size or scope, or demonstrated experience performing due diligence services in New Jersey or other states.

II. **Technical Management Overview and Approach**

   A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format, including its understanding of the requirements of this RFQ/P and its ability to successfully complete the company review and reports with the contract specific-key team members. This narrative should convince the Authority of the Proposer’s general approach and plans to undertake and complete the submitted company reviews and reports over the duration of the contract term, including their average turnaround
timeline for each company report.

B. Comprehensiveness of the proposed search parameters/capabilities.

C. Explain the types of searches/research to be performed and tools/data Cases to be utilized to accomplish the Scope of Work.

D. Must provide a sample report, showing the level of detail that would be Provided for each company, per Section 3.2.1 Completed Company Report.

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

III. Organization Support & Charts

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

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

b. Chart for Entire Entity. The Proposer must include an organization chart showing the Proposer’s entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Proposer’s overall organizational structure.

IV. Key Team Member List

The Proposer must list each contract-specific key-team member and identify who will be the lead contact with the Authority. Indicate who a lead back-up contact would be in the event the lead contact is unable to perform.

If the proposal submission includes a “contract specific key-team member” that’s a Subcontractor(s) and/or Subconsultant(s), the “Key-Team Member List” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), along with their title/responsibility, percentage of time they will spend on this engagement, along with a completed Subconsultant/Subconsultant form submitted. (See Proposer’s Checklist)
V. **Resumes/Bios of Key Team Members**

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

VI. **References**

Proposer’s must provide a minimum of three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses. The beginning and ending dates of the provided services are to be included.

VII. **Financial Capability of the Proposer**

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(s) 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 certified 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.

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.

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”.

The Authority reserves the right to make the determination to accept the assertion.

**4.2.2.1 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.

**4.2.2.2 SUBJECT MATTER EXPERTS (SME’S)**

If the Proposer has access to additional professional resources, such as a Subject Matter Expert (SMEs), who are technically/professionally qualified, the Proposer should list these additional resources in its proposal, however should not include them on the Staffing Chart or Hourly Rates.
4.2.3 VOLUME TWO – FEE SCHEDULE
(MANDATORY SUBMISSION WITH BID PROPOSAL)
NOTE: FEE SCHEDULE IS TO BE UPLOADED SEPARATELY, AS VOLUME TWO AND LABELED, AS SUCH.

The Proposer must submit its pricing using the format set forth on the Fee Schedule, accompanying this RFQ/P. Proposers are NOT permitted to alter or change the provided Fee Schedule format designations. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposal to be deemed non-responsive.

4.2.3.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFQ/P, all prices for items in proposals shall be submitted 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.

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 contractor’s convenience when a single shipment is ordered.

4.2.3.2 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.

4.2.3.3 PRICE ADJUSTMENT

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

4.2.4 VOLUME THREE – REQUIRED COMPLIANCE DOCUMENTATION PRE & POST PROPOSAL SUBMISSION

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

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

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

The Proposer shall complete, including signature of an authorized representative of the Proposer, and submit the Signatory Page accompanying this RFQ/P. If the
Proposer is a limited partnership, each Signatory Page must be signed by a general partner. Failure to comply will result in rejection of the proposal.

Note: A Proposer's written signature on the Signatory Page will include the Fee Schedule/pricing submission, but will NOT serve as a certifying signature on any other Mandatory Compliance forms required.

4.2.4.2 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 and sign an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A Proposer's failure to submit the completed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

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

4.2.4.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM  
(MANDATORY FORM WITH BID PROPOSAL-SIGNED)

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

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

4.2.4.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR

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

4.2.4.5 BUSINESS REGISTRATION

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.

4.2.4.6 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority’s contracts, prior to an award of Contract primarily for services, shall be performed within the United States. Pursuant to the statutory requirements, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer is required to submit a completed Source Disclosure Form. The Proposer’s inclusion of the completed Source Disclosure Form with the Proposal is requested and advised.

4.2.4.6.1 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.

4.2.4.7 AFFIRMATIVE ACTION


4.2.4.8 SMALL BUSINESS SET ASIDE

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

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

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


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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.
The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Internal Process Management Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority’s request. Failure to submit the required forms will preclude award of a contract under this RFQ/P, as well as future contract opportunities.

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

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

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

4.2.4.11 NEW JERSEY STATE W-9

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

4.2.4.12 INSURANCE CERTIFICATES

The Contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFQ/P.

4.2.4.13 SUBCONTRACT UTILIZATION PLAN

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

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

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

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for two (2) years with the possibility of three (3), twelve (12) month extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.

5.4 CONTRACT AMENDMENT

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

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

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days’ notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to Proposer or Contractor’s Background IP as defined below, the work shall be considered “work for hire”, i.e., the Authority, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance
with the terms of this Contract, Contractor or subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.8 SECURITY AND CONFIDENTIALITY

5.8.1 DATA CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

g) Notwithstanding the requirements of nondisclosure described in these Sections 5.8.1 and 5.8.1.1, either party may release the other party’s Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.8.1.1(e), or (iv) in the case of Contractor, if Contractor determines the
documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.8.1.1(f), or if the Authority is unsuccessful in defending its rights as described in Section 5.8.1.1(f).

5.9 NEWS RELEASES

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

5.10 ADVERTISING

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

5.11 LICENSES AND PERMITS

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

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

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

5.12.2 REMEDIES

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

5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

5.14 INDEMNIFICATION

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

5.15 FORM OF COMPENSATION - INVOICING / PAYMENT:

The Contractor will submit invoices to the Authority, on a monthly basis (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting that’s accepted by the Authority), upon completion and submission of the company report to the Authority, per the Scope of Work/Fee Schedule. The invoice should list each company individually and fee breakdown, as applicable. All costs per company, in excess of the fixed, flat-rate fee, authorized by the Authority’s Designated Contract Manager must be in accordance with the hourly rates provided on the Fee Schedule.

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

   a) Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its subcontractor(s) of this policy, as they will be required to comply similarly;
b) Payments will only be made to the Contractor. In the event “Specialized Services” are required and approved by the Authority; the Contractor shall be responsible for assuring the compliance of any subcontractor(s) with all terms and conditions of this RFQ/P and assumes the sole and absolute responsibility for any payments due to any subcontractor(s) under the subcontract(s), should the Authority approve such services.

At a minimum, invoices must include:

- company name representing the completed report and fixed, flat fee charged for the completed report;
- if hourly rates apply for additional ownership review, indicate the number of hours for each itemized position / title assigned to perform the work;
- provide the total cost for each completed company report, do not exceed the cap dollar amount provided on the Fee Schedule.

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

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

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

(1) the requirement is not mandated by law;

(2) all of the otherwise responsive proposals failed to meet the requirement; and

(3) in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

6.2 AUTHORITY’S RIGHT OF FINAL PROPOSAL ACCEPTANCE

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

6.3 AUTHORITY’S RIGHT TO INSPECT BIDDER’S FACILITIES

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.
The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

6.4 AUTHORITY’S RIGHT TO REQUEST FURTHER INFORMATION

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

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority’s staff, management, and possibly 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 RFQ/P, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

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

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

Proposer 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 RFQ/P. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 TECHNICAL EVALUATION CRITERIA

a. Personnel: The qualifications and experience of the Proposers management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
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 RFQ/P, based, in part, on the Proposer's submitted narratives and references.

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

Proposers must provide a firm fixed-rate cost for each completed company review, per the SOW, with a not-to-exceed cap amount for the total cost, per company.

For evaluation purposes, bidders will ranked and weighted according to the lowest total firm, fixed-rate price, per the Fee Schedule accompanying this RFQ/P. Should a tie occur, the not-to-exceed cap amount will be used to break the tie.

Hourly rates for each standardized Category Title must be given, per the Fee Schedule and will also be used for any additional work that might be required during the contract timeframe, not specified in the Scope of Work.

### 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 RFQ/P, is most advantageous to the Authority, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation. 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.

### 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/Q, 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 RFQ/P since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

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

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

6.9 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 to the highest ranked responsible Proposer, whose proposal, conforming to this RFQ/P, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the 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 RFQ/P will be subject to the selected entity entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of “Contract for Professional Service”, attached to this RFQ/P as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract, in the proposal response.

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” with the proposal, as they will not be considered.

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

42
The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A).

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

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

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

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

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