NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REQUEST FOR QUALIFICATIONS/PROPOSAL

2019-RFQ/P-094

TECHNICAL ASSISTANCE/CERTIFICATION SERVICES FOR
THE NEW JERSEY OFFSHORE WIND SUPPLY CHAIN
TECHNICAL ASSISTANCE PROGRAM

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional Pre-proposal Conference</td>
<td>01/14/2020</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>(refer to section 1.3.2 for more information)</td>
<td></td>
<td>(EST)</td>
</tr>
<tr>
<td>Electronic Questions Due Date</td>
<td>01/21/2020</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>(refer to RFQ/P Section 1.3.1 for more information)</td>
<td></td>
<td>(EST)</td>
</tr>
<tr>
<td>Mandatory/Optional Site Visit</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Proposal Submissions Due</td>
<td>02/05/2020</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>(refer to RFQ/P Section 1.3.4 for more information)</td>
<td></td>
<td>(EST)</td>
</tr>
</tbody>
</table>

All dates subject to change. Changes, if any, will be reflected in Addenda to the RFQ/P posted on the New Jersey Economic Development Authority’s web site at NJEDA - Bidding Opportunities - IPM Administrative Goods & Services.

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>STATUS</th>
<th>CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Set-Aside</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Contract</td>
<td>☐</td>
<td>I</td>
</tr>
<tr>
<td>Partial Contract</td>
<td>☐</td>
<td>II</td>
</tr>
<tr>
<td>Subcontracting Only</td>
<td>☐</td>
<td>III</td>
</tr>
<tr>
<td>Not Applicable</td>
<td>☒</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

RFQ/P Issued By:
New Jersey Economic Development Authority
Internal Process Management-Procurement
36 West State Street
PO Box 990
Trenton, NJ 08625-0990
Telephone: 609-858-6700
TABLE OF CONTENTS

1.0 INFORMATION FOR BIDDERS .................................................. 3
  1.1 PURPOSE/INTENT/SUMMARY OF SCOPE .................................................. 3
  1.2 BACKGROUND ..................................................................................... 3
  1.3 KEY EVENTS ...................................................................................... 4
  1.4 ADDITIONAL INFORMATION ............................................................... 6
    1.4.1 ADDENDA/CLARIFICATIONS/REVISIONS ........................................... 6
    1.4.2 PROPOSER RESPONSIBILITY ............................................................... 7
    1.4.3 COST LIABILITY ................................................................................. 7
    1.4.4 OPEN PUBLIC RECORDS ACT ............................................................. 7
    1.4.5 PROPOSAL SUBMISSION ................................................................. 7
    1.4.6 PROPOSAL WITHDRAW ................................................................. 8
    1.4.7 CONFLICT OF INTEREST ................................................................. 9
    1.4.8 JOINT VENTURES ............................................................. 9
    1.4.9 SUBCONTRACTORS/SUBCONSULTANTS .............................................. 9
    1.4.10 PROPOSAL ACCEPTANCE AND REJECTION ...................................... 10

2.0 DEFINITIONS ................................................................. 10
  2.1 GENERAL DEFINITIONS ................................................................. 10
  2.2 CONTRACT-SPECIFIC DEFINITIONS ................................................... 12

3.0 SCOPE OF WORK ............................................................. 13
  3.1 PROGRAM DESIGN SERVICES ........................................................... 14
  3.2 OUTREACH AND MARKETING SERVICES .......................................... 16
  3.3 TECHNICAL ASSISTANCE AND CERTIFICATION SERVICES ................. 17
    3.3.1 TASK ORDER REQUEST (TOR) PROCESS – EXHIBIT B3 AND B4 .......... 18
  3.4 PERFORMANCE TIMELINE AND IMPLEMENTATION SCHEDULE ............... 18
  3.5 REPORTING ....................................................................................... 18
  3.6 INVOICING ....................................................................................... 19
  3.7 INITIAL ORGANIZATIONAL MEETING ............................................... 19
  3.8 AVAILABILITY OF SERVICES ............................................................ 19

4.0 PROPOSAL PREPARATION AND SUBMISSION ................................ 20
  4.1 GENERAL ....................................................................................... 20
    4.1.1 NON-COLLUSION ......................................................................... 20
  4.2 PROPOSAL PREPARATION AND SUBMISSION ........................................ 21
    4.2.1 SECTION A – COVER LETTER ......................................................... 21
    4.2.2 SECTION B – TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL, FAILURE TO SUBMIT THE REQUIRED INFORMATION WILL RESULT IN THE PROPOSAL BEING CONSIDERED NONRESPONSIVE.) ................................................................. 21
    4.2.2.1 POTENTIAL PROBLEMS ............................................................ 25
    4.2.2.2 SUBJECT MATTER EXPERTS (SME’S) .......................................... 25
    4.2.3 SECTION C – FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED) ................................................................. 26
    4.2.3.1 DELIVERY COSTS ....................................................................... 26
    4.2.3.2 COD TERMS ................................................................................. 26
    4.2.3.3 PRICE ADJUSTMENTS .................................................................. 26
    4.2.4 SECTION D – REQUIRED COMPLIANCE DOCUMENTATION AND PRE/POST PROPOSAL SUBMISSIONS (MANDATORY SUBMISSIONS WITH BID PROPOSAL ARE NOTED) ................................................................. 26
    4.2.4.1 SIGNATORY PAGE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED) ................................................................. 27
    4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED) ................................................................. 27
    4.2.4.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED) ................................................................. 27
    4.2.4.4 BUSINESS REGISTRATION CERTIFICATE .................................. 27
    4.2.4.5 SOURCE DISCLOSURE CERTIFICATION ..................................... 28
    4.2.4.6 AFFIRMATIVE ACTION ................................................................ 28
    4.2.4.7 SMALL BUSINESS SET-ASIDE .................................................. 29
1.0 INFORMATION FOR BIDDERS

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority ("Authority", "NJEDA") to solicit proposals to design and implement a Technical Assistance/Certification Program to support New Jersey-based businesses in developing the competencies necessary to participate in the offshore wind energy supply chain.

1.1 PURPOSE/INTENT/SUMMARY OF SCOPE

The Authority is seeking the services of a firm with demonstrated experience in providing an array of technical assistance and certification services to small businesses that are in or seeking to enter a new product line or market. This awarded firm will support the Authority by:

A. Designing a Technical Assistance/Certification Program for New Jersey-based businesses seeking to develop the competencies necessary to supply the offshore wind energy industry;

B. Designing and conducting outreach and marketing to recruit eligible New Jersey-based businesses to participate in the program; and

C. Providing Technical Assistance and Certification services to participating businesses through implementation of the Program

Qualified firms must have demonstrated experience in providing advisory services (technical assistance) for small businesses. Small business is defined in Section 2.2 Contract-Specific Definitions. Firms must be able to provide certification services or be able to provide guidance on obtaining certification services from third party vendors to ensure that participating companies gain the certification(s) needed for their businesses to participate in the offshore wind (OSW) industry. Not all program participants will necessarily need a certification depending on the product and service that they provide.

The intent of this RFQ/P is to award a two (2) year Contract with three (3), one (1) year extension options, to be exercised at the sole discretion of the Authority, to the responsive Proposer whose Proposal, conforming to the requirements of this RFQ/P, is most advantageous to the Authority, price and other factors considered. The Authority intends to award contract extensions as outlined above to run the program for additional groups of related businesses (e.g., annual cohorts), estimating one (1) additional cohort per one (1) year extension. These extensions would include the Scope of Work identified in Section 3.3 and portions of Section 3.2, as needed, depending on time, program funding, and performance of Contractor. The Authority reserves the right to award in total or in part and reject any and all proposals when it is determined to be in its best interest, price and other factors considered. All terms included in the Authority’s specimen form of Contract for Professional Services, Exhibit A, are in addition to the terms and conditions set forth in this RFQ/P and should be read in conjunction with the terms of the RFQ/P, unless the RFQ/P specifically states otherwise.

The Authority, in its sole discretion, reserves the right to separately procure individual requirements for the subject services during the term of the Contract, when deemed to be in the Authority’s best interest. This shall include, but is not limited to, not issuing a TOR to the vendor or rejecting any TOR responses from the vendor. Additionally, expenditures for services sought in a TOR may require separate approval by the Authority’s Board of Directors, which may or may not be provided, at the sole discretion of the Board.

1.2 BACKGROUND

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

Since its inception in 1974, the 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.

Governor Murphy's Economic Development Strategic Plan, “The State of Innovation: Building a Stronger and Fairer Economy in New Jersey”, identifies clean energy and offshore wind as focus sectors for the State. Specifically, the plan provides a mandate to make strategic investments to make New Jersey the “home of the American offshore wind industry and maximize the job-creation impact of this critical component of our energy future”.

New Jersey has a goal of achieving 7,500 megawatts of OSW energy by 2035 (Executive Order No. 92 (Murphy)) and 100 percent clean energy by 2050 (Clean Energy Act of 2018). The local supply chain needed to meet these goals does not currently exist. Building up this supply chain requires a coordinated effort between offshore wind companies, major component manufacturers and the State. According to analysis commissioned by the New Jersey Board of Public Utilities (BPU), without direct policy interventions, most OSW component manufacturing will take place outside of the State through 2028. With coordinated policy supports like this program, New Jersey can dramatically accelerate the rate of content localization.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will accept written questions and inquiries from all potential Proposers electronically, solely via the e-mail to EDAProcurementQA@njeda.com. Phone calls/faxes shall not be accepted. The subject line of the e-mail should be as follows:


Questions should be directly related to the RFQ/P and asked in consecutive order, following the configuration of the RFQ/P, from beginning to end. Each question should begin with reference to the RFQ/P Page and Section Number to which it relates.

Questions regarding the Authority’s specimen form of Contract for Professional Services, Exhibit A, and exceptions to mandatory requirements must be submitted during this Electronic Question and Answer Period and contain the Proposer's exceptions and requested changes. The Authority is under no obligation to make changes or honor exceptions to the Contract for Professional Services. Clarifications/revisions, if any, will be made via addendum (see Section 1.4 for more information).

Proposers must not contact any Authority staff or Board member directly, in person, by telephone or by e-mail concerning this RFQ/P.

The due date for electronic Questions and inquiries related to this RFQ/P is indicated on the cover sheet. Questions received after the due date shall not be considered.
All questions received in response to this RFQ/P and answers given will be provided in the form of an Addendum. Addenda will be posted on the Authority’s website, https://www.njeda.com/IPMBidding, after the posted due date (see Section 1.4.1 for more information).

1.3.2 OPTIONAL PRE-PROPOSAL CONFERENCE

The purpose of the Optional Pre-Proposal Conference is to provide a structured and formal opportunity for the Authority to accept questions from Proposers regarding this RFQ/P.

Proposers are strongly encouraged to attend in-person or call in.

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

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

New Jersey Economic Development Authority
36 West State Street
Trenton, NJ 08625

Conference call-in number & Access Code:

Call In #: 1-888-431-3598
Access Code: 8467761

1.3.3 PROJECTED DATES

Projected dates for this RFQ/P are as follows:

- Optional Pre-proposal Conference: Tuesday, January 14, 2020, at 11:00 AM (EST)
- Q & A Period Ends: Tuesday, January 21, 2020, at 12:00 PM (EST)
- Proposals Due: Wednesday, February 5, 2020, at or before 3:00 PM (EST)
- Recommendation for Award (estimated): Tuesday, March 10, 2020, Authority Board Meeting
- Contract Executed (estimated): April 1, 2020

The recommendation for award and Contract execution dates are estimated, they do not represent an exact date by which the item will be completed.

1.3.4 PROPOSAL SUBMISSION – ELECTRONIC AND/OR HARD COPY

To be considered for Contract award, all proposals must be received by the Authority, at the designated location, by the due date and time indicated on the cover of this RFQ/P. Proposals received after the specified due date and time shall not be considered. All Proposals, once opened, become property of the Authority and cannot be returned to the Proposer.

A. Electronic submission (strongly preferred) procedures are as follows:

- The complete, signed proposal must be submitted in Adobe Acrobat .pdf, read-only format and must be viewable using Adobe Acrobat Reader software.
- The subject line of the proposal and all associated documents must be clearly labeled. Each document submitted (proposal, attachments, submittals, etc.)
should be named using the following format, clearly identifying the Proposer’s company name and the document submitted.


- Electronic submissions must be uploaded to the Authority’s ShareFile service using the following link. Zip file(s) may be uploaded to this link as well.
  
  https://njeda.sharefile.com/r-r2bbe79baade4d008

- Questions regarding the procedures for electronic submission of proposals may be sent to EDAProcurementQA@njeda.com.

B. Hard copy submission procedures are as follows:

- A complete, ink signed proposal must be submitted in a sealed envelope/package, clearly labeled with the RFQ/P Number and Title indicated below, the due date and the Proposer’s name and address. Signed means original, black or blue ink signature. Any price changes (including “white outs”) must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Proposer.
  

- Hard copy proposals must be delivered to the address below.

  Holly Morgan, Senior Procurement Officer  
  New Jersey Economic Development Authority  
  36 West State Street  
  PO Box 990  
  Trenton, NJ 09825-0990  
  609-858-6700  
  
  Directions to this location can be found at https://www.njeda.com/contact.

C. Proposals submitted via facsimile (fax) or email will not be considered.

Any proposal not received at the designated location by the due date and time will be automatically rejected, regardless of the method of delivery. The Authority will not be responsible for delays caused by data transfer and delivery or postal service failure. Postmark dates will not be considered in honoring the receipt date and time. Proposer’s using the United States Postal Service for delivery should allow additional time to ensure the Proposal is received on time, since postal deliveries are not routed directly to the Authority.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA/CLARIFICATIONS/REVISIONS

Clarifications and/or revisions to this RFQ/P, if any, will be made via addendum. All Addenda will become part of this RFQ/P and resulting Contract.
All Addenda will be posted to the Authority’s website, under the topic “Bidding Opportunities, IPM Administrative Goods & Services, 2019-RFQ/P-094 – Technical Assistance Consulting Services to New Jersey-based Small Businesses in the Offshore Wind Energy Industry (link below).

https://www.njeda.com/IPMBidding

There are no designated dates for release of Addenda. Interested Proposers should check the Bidding Opportunities topic on the Authority’s website daily, from the date of issuance of this RFQ/P through the submission due date and time. Proposers are solely responsible for keeping informed of all addenda issued for this RFQ/P.

1.4.2 PROPOSER RESPONSIBILITY

The Proposer assumes sole responsibility for all efforts required to submit a proposal in response to this RFQ/P. No special consideration shall be given, after proposals are opened, for a Proposer’s failure to be informed of all of 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/ submission of a proposal in response to this RFQ/P.

1.4.4 OPEN PUBLIC RECORDS ACT

Respondents should be aware that responses to this RFQ/P will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.), as amended and including all applicable regulations, policies and applicable case law including the New Jersey Right-to-Know law.

Following the opening of proposal submissions, all information submitted by Proposers in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the Authority. A Proposer may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith, legal and/or factual basis for such assertion. The Authority reserves the right to determine what information is proprietary/confidential and will advise the Proposers accordingly. The location of any such designated information in the Proposal should be clearly stated in a cover letter. The Authority will not honor any attempt by a Proposer to designate its entire proposal as proprietary/confidential and/or claim copyright protection for its entire proposal. In the event of a challenge to a Proposer’s assertion of confidentiality with which the Authority does not agree, the Proposer shall be solely responsible for defending its designation.

1.4.5 PROPOSAL SUBMISSION

On the submission due date and time, all proposals submitted will be opened, publicly announced and made available for inspection, except that information which has been appropriately designated as proprietary/confidential. When negotiation is included in the solicitation, only Proposers’ names and addresses will be announced; Proposals’ contents shall remain proprietary and/or confidential until a conditional notice of award has been issued.
Once opened, all proposals become property of the Authority and cannot be returned to the Proposer.

1.4.6 PROPOSAL WITHDRAW

A Proposer may request to withdraw its Proposal at any time before the submission due date and time. Withdraw requests must be submitted to the Authority’s IPM Procurement Department in writing and must be signed by a duly authorized representative of the Proposer’s firm. If a Proposer requests to withdraw its Proposal in person, the requester must present proper identification and provide a business card at the time of the request. If the withdraw request is granted, the Proposal will be returned to the Proposer, unopened. Following withdraw, the Proposer may submit a revised proposal on or before the submission due date and time.

If a Proposer discovers an error in its Proposal after the public opening, but before Contract award, a written request to withdraw the Proposal from consideration may be submitted to the IPM Procurement Department. Evidence of the Proposer’s good faith in making the request shall be used to determine whether the withdraw is authorized. Factors considered in the decision are as follows:

- Mistakes so significant that enforcement of the resulting Contract would be unconscionable
- Mistakes related to a material aspect of the Contract
- Mistakes which occurred despite the Proposer’s efforts to exercise reasonable care
- The Authority will not be significantly prejudiced by authorizing the withdrawal

After the public opening, pursuant to the provisions of this section, a Proposer may request to withdraw its Proposal from consideration and the Authority may, in its sole discretion, allow the withdraw. The Authority may also make note of repeated or unusual withdraw requests submitted by a Proposer and take them into consideration when evaluating that Proposer’s future bids or proposals.

All proposal withdrawal requests must include the RFQ/P Number and the Proposal Submission Due Date and Time and be e-mailed to EDAProcurementQA@njeda.com or delivered to the following address:

New Jersey Economic Development Authority
ATTN: IPM Procurement Department
Due Date: Wednesday, February 5, 2020, at or before 3:00 PM (prevailing local time)
PO Box 990
36 West State Street
Trenton, NJ  08625-0990

If, during evaluation, an obvious pricing error is found in a proposal, the Authority shall notify the Proposer in writing. The Proposer will have five (5) business days from receipt of the notification to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn and will not be given any further consideration.

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, IPM Procurement may seek clarification from the Proposer(s) to ascertain the true intent of the proposal.

1.4.7 CONFLICT OF INTEREST

Proposer must disclose and detail any Conflict of Interest that exists with their firm, its 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.

Pursuant to Section 3.0 C, the Authority will issue a Conflict of Interest Certification Statement to Review Applicants, Exhibit B1, via e-mail to the Consultant for the estimated twenty (20) to thirty (30) Applicants. The Consultant must review each Applicant to ensure there are no conflicts. The Conflict of Interest Certification Statement to Review Applicants must be completed and signed by each individual who will perform any work related to the application process. All Statements must be returned to the Authority’s Designated Contract Manager. Should a conflict(s) be found to exist, the staff member(s) must recuse themselves and the Consultant must provide alternate staff member(s) to perform the work related to the application. Should a Consultant firm-wide conflict be found to exist, the Consultant firm must recuse itself and the Authority, in its sole discretion, reserves the right to procure these services from another vendor.

Pursuant to Section 3.0 C, the Authority will issue a Conflict of Interest Certification Statement to Provide Technical Assistance to Participants, Exhibit B2, for each selected Participant (estimated ten (10) to twenty (20)). All of the Consultant’s personnel assigned to perform work on selected Participant(s) Certification Program(s), must complete, sign and return this Statement to the Authority’s Designated Contract Manager, prior to the creation of the Certification Program. Should a conflict(s) be found to exist, the staff member(s) must recuse themselves and the Consultant must provide alternate staff member(s) to perform the work related to the Participant(s) Certification Program(s). Should a Consultant firm-wide conflict be found to exist, the Consultant firm must recuse itself and the Authority, in its sole discretion, reserves the right to procure these services from another vendor.

If the Authority, in its sole discretion, determines that a conflict exists, whether real or perceived, the individual(s) involved shall be immediately removed from all involvement with the Proposal and work performed against the resulting Contract, if awarded to the Proposer.

1.4.8 JOINT VENTURES

Proposals which employ a joint venture partner to satisfy the requirements of the RFQ/P and resulting Contract shall not be considered. Proposers shall note that all references to joint venture partners in all of the RFQ/P documents shall be read as though the word are stricken and removed.

1.4.9 SUBCONTRACTORS/SUBCONSULTANTS
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 Scope of 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 New Jersey Business Registration Certificate, as further detailed in Section 4.2.4.4 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.

1.4.10 PROPOSAL ACCEPTANCE AND REJECTION

The Authority reserves the right to reject any and all proposals, to request redefined proposals from any Proposer, to schedule interviews with none, all or only the most highly qualified Proposers (as determined by the Authority) or to request clarifications of any portion of the proposals received. Further, the Authority reserves the right, in its sole discretion, to waive minor elements of non-compliance to the requirements outlined in this RFQ/P in any proposal. 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 the 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 and per diem expenses such as food.

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

Authority – The New Jersey Economic Development Authority, NJEDA or EDA
**Authority Board of Directors (Board)** – Panel responsible for the management of all Authority operations

**Bid/Proposal** – An individual's or business entity’s submitted response to this RFQ/P including, but not limited to, the Technical Proposal, fully completed Fee Schedule and any licenses, forms, certifications or other documentation required by this RFQ/P

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

**Business Day** – Any weekday, excluding Saturdays, Sundays, Authority 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 Authority’s Contract for Professional Services, the RFQ/P, any addenda to the RFQ/P and the Proposal submitted by the Contractor in response to the RFQ/P, as accepted by the Authority

**Contractor/Consultant** – The Bidder/Proposer awarded a Contract resulting from this RFQ/P

**Director** – Director of the New Jersey Economic Development Authority’s Internal Process Management Department

**Evaluation Committee** – Committee established by the Authority to review and evaluate proposals submitted in response to this RFQ/P, and to recommend a Contract award to the Authority’s Board of Directors

**Firm Fixed Price** – A price that is all-inclusive of direct 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)** – A 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 required by this RFQ/P

**Request for Qualifications/Proposals (RFQ/P)** – The 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/Proposals, specimen form of Contract for Professional Services, Fee/Price Schedule, Attachments and Addenda

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as nonresponsive.
Should or Will – Denotes that which is recommended, not mandatory

State – The State of New Jersey

Subtasks – Detailed activities that comprise the performance of a task

Subcontractor – An entity having an arrangement with an Authority Contractor, whereby the Authority Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Contract with the Authority, 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 distinct 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

The following definitions are specific to this RQFQ/P and will be part of any Contract awarded or order placed as result of this RFQ/P.

Assessment Tools – A complete set of documentation needed to assess one or more units of competency

Business Excellence – Outstanding practices in managing an organization and achieving results, all based on a set of fundamental concepts or values

Certification – An industry-recognized status awarded to a company for producing goods or services expected to supply the offshore wind industry. Certifications may be specific to the type of goods or services provided or tailored to the company’s size and scale of operations. Certifications will be issued by the Contractor or an independent third party

Certification Services – The process of providing the testing and assessment of a participant’s goods or services to award needed certification

High Complexity Company – A high complexity company is a company that may or may not participate in an industry adjacent to the offshore wind industry and would require significant advisory services to improve its business excellence and technical operations. The participant would need to make capital investments in equipment or other investments to sell to the industry and would require some type of certification to participate.

Industry – A specific group of companies that operate in a similar business sphere

International Electrotechnical Committee (IEC) – An organization that prepares and publishes international standards for all electrical, electronic and related technologies.

Low Complexity Company – A low complexity company is a company that participates in an industry adjacent to the offshore wind industry, would require moderate advisory services to improve its business excellence, and would not require a certification to sell to the industry and would not need to make significant capital investments.
Medium Complexity Company – A medium complexity company is a company that participates in an industry adjacent to the offshore wind industry and would require significant advisory services to improve its business excellency and technical operations. It would require some type of certification to participate. It might need to make modest capital investments to produce the goods or services it plans to sell to the offshore wind industry.

New Jersey-based Business – A business that solely located or is headquartered in New Jersey. Program services must be focused on its New Jersey location if it has more than one location.

Offshore Wind Energy – Offshore wind energy or power is the use of wind farms constructed in bodies of water, usually in the ocean on the continental shelf, to harvest wind energy to generate electricity

Quality Assurance – The maintenance of a desired level of quality in a service or product, especially by means of attention to every stage of the process of delivery or production

Program – The program refers to the New Jersey Offshore Wind Supply Chain Technical Assistance Program under which the Consultant will provide technical assistance and certification services to New Jersey-based small business that are seeking to supply the offshore wind energy industry

Renewable Energy – Energy from a source that is not depleted when used, such as wind or solar power

Sector – One of a few general segments in the economy within which a large group of companies can be categorized

Small Business – This RFQ/P uses the U.S. Small Business Administration’s definition of small businesses, which assigns a size standard to each NAICS classification. Most manufacturing companies with 500 employees or fewer, and most non-manufacturing businesses with average annual receipts under $7.5 million will qualify as a small business. See https://www.sba.gov/size-standards/ for more information.

Task Order Request (“TOR”) – is the Applicant-specific form that the Authority will send to the Consultant, identifying the ten (10) to twenty (20) Applicant participants to the program for the cost per participant to create the customized Technical Assistance and Certification Services, in accordance with the Consultant’s Fee Schedule.

3.0 SCOPE OF WORK

The Authority is seeking proposals from qualified firms to design and implement a two (2) year plan to provide Technical Assistance and Certification Services for the New Jersey Offshore Wind Supply Chain Technical Assistance Program, that will lead to the development of New Jersey-based small businesses in the offshore wind energy industry and expansion of the State’s offshore wind energy supply chain. There is the possibility of three (3), one (1) year extensions, if deemed necessary, in the sole discretion of the Authority and dependent on funding.

The Consultant shall design, promote and implement the New Jersey Offshore Wind Supply Chain Technical Assistance Program, according to the structure and needs of the Authority. The Consultant will provide advisory services through the form of technical assistance to help participating companies build the capabilities needed to supply the offshore wind energy supply chain. The Consultant will award success participating companies the appropriate offshore wind energy certification or provide guidance on obtaining certification services from third party vendors. The deliverables shall include, at a minimum, the following MANDATORY elements:
A. **Program Design Services:** The Consultant shall design a Technical Assistance/Certification Program to deliver Technical Assistance/Certification Services to New Jersey-based businesses seeking to supply the offshore wind energy supply chain. This program design should be replicable for future cohorts. Program deliverables shall include a detailed plan to provide services to an estimated ten (10) to twenty (20) participant businesses. Program design services may include, but are not limited to, the following: designing the materials for an application for interested businesses, eligibility and evaluation criteria, all necessary documents to conduct pre and post technical assistance assessments, technical assistance service expectations, processes and procedures for how technical assistance and certification services will occur, examples of benchmarks that participants will reach during each phase of the program, detailed approach to allow participants to receive certification, and a comprehensive approach to serve all regions of the New Jersey. A Maximum Not-To-Exceed Flat Fee is to be provided on the Fee Schedule, see Section 4.2.3.

B. **Outreach and Marketing Services:** The Consultant shall provide a detailed outreach and marketing plan, that will be implemented upon Authority approval, to recruit New Jersey businesses to apply for and participate in the Program. Deliverable activities may include, but are not limited to, webinars, outreach events, online/mail/email communications, with detailed records of the outcomes of such activities. A Maximum Not-To-Exceed Flat Fee is to be provided on the Fee Schedule, see Section 4.2.3.

C. **Technical Assistance and Certification Services:** The Consultant shall provide ongoing technical assistance services to participating businesses that will lead to the attainment of the participant specific certification(s) needed to sell into the offshore wind energy supply chain. The Consultant, or third-party vendor, will certify the participant companies with the appropriate certification(s) for the goods or services each participant company seeks to supply the offshore wind industry. Deliverables include pre and post technical assistance assessments of participants, ongoing progress and service reports, and delivery of relevant certification(s) for Program Participants, either by the Consultant or a third-party vendor. The Authority will issue a Conflict of Interest Certification Statement to Review Applicants, Exhibit B1, and a separate Conflict of Interest Statement to Provide Technical Assistance to Participants, Exhibit B2, to the Consultant. These Statements must be completed and returned to the Authority, prior to the release of the Applications and issuance of a Task Order Request (TOR), Exhibit B3, and Vendor Response Form Exhibit B4, to the Consultant. The TOR costs shall be derived from the Hourly Rates for the Standardized Positions/Titles provided on the Fee Schedule, see Section 4.2.3.

### 3.1 PROGRAM DESIGN SERVICES

The Consultant must design and create a Technical Assistance/Certification Program for the New Jersey Offshore Wind Supply Chain Technical Assistance Program that can serve a range of small New Jersey-based businesses seeking to engage in the offshore wind energy supply chain.

Based on its initial research of similar business competency and certification programs the Authority envisions a program that has significant focus on the general business excellence capabilities required to sell into the offshore wind energy supply chain (or other advanced industrial supply chains).

Existing program examples are:

Fit for Renewable Energy Program in the United Kingdom, [https://ore.catapult.org.uk/stories/fit-4-offshore-renewables/](https://ore.catapult.org.uk/stories/fit-4-offshore-renewables/) and

Fit for Nuclear Program in the United Kingdom,
These competencies could include: management systems procedures and processes, ISO standards compliances, manufacturing processes, quality assurance, and health and safety processes and procedures. The remaining focus will be sector-specific requirements, which include but are not limited to: International Electrotechnical Commission (IEC) requirements, and any other areas that the Technical Assistance provider identifies as being necessary and important. The Authority anticipates that the majority of the technical assistance needs will concern business excellence.

Program design services must include, at a minimum, the following:

A. A detailed plan on how to create the New Jersey Offshore Wind Supply Chain Technical Assistance Program and a timeline for outreach and marketing, program implementation, and participants to complete the program. The program plan should be designed to serve cohorts of ten (10) to twenty (20) participants at a time.

B. Creation of a program application and process with suggested eligibility and evaluation criteria that the Consultant will use to propose selected participant companies. The Authority anticipates this program is best suited for companies with at least ten (10) employees or revenue of at least $1.5 million. Prior experience in OSW is not required. The Consultant shall prioritize companies with the potential to produce high-quality goods and services to the industry and potential for on-time product and service delivery. These are in addition to prioritizing company selection based on how the supply chain is expected to localize in New Jersey (further elaborated in Section 3.1 K)

C. An assessment tool for participants to self-assess their initial capabilities as part of their application and for the Consultant to conduct pre and post assessments of participant’s businesses. A corresponding evaluation matrix should be created for the Consultant to evaluate and select Applicants.

D. Creation of program overview and application content for an online portal for program Applicants to submit their application

E. An action plan template to aid participants in taking corrective action tailored to their specific company needs in building their capabilities to supply the offshore wind energy industry

F. An approach for how the Authority, with the Consultant’s guidance, should prioritize the types of companies participating in the program based on how the supply chain is expected to localize in New Jersey; for example, secondary steel manufacturers could be prioritized over lower contracting needs. The Consultant should help the Authority prioritize companies in subsectors that meet the initial needs of the U.S. offshore wind energy industry.

G. Other educational materials that the Consultant deems necessary to support program participants in completing the program successfully

H. Creation of service (services provided) and progress (benchmarks achieved by businesses) report materials to share with the Authority for monthly program updates

I. Approach for how the Consultant will seek to equitably serve all regions of the State to ensure that regions are not excluded due to program design

J. Plan of the types of certifications that could be awarded based on the focus industries identified in Section 3.1(F); how these certifications will be attained by participants; and any guidance
the consultant will provide to participants on obtaining certification services from third party vendors to ensure these certifications are awarded to qualified participants.

K. Plan for recommendations on engaging major industry players (e.g., offshore wind energy developers and OEMs) to potentially participate as program sponsors (including the potential to provide some cost sharing of technical assistance or certification expenses). Securing sponsorship is not a requirement for technical assistance and certification services outlined in Section 3.3.

L. Overview of internal controls that will enable the Consultant to provide both advisory and certification services without any perceived conflicts of interest

The Consultant shall complete program design services within eight (8) weeks of Contract award. The Authority anticipates that a Contract will be awarded in March 2020 and program design will be completed in late May to early June 2020.

3.2 OUTREACH AND MARKETING SERVICES

The Consultant must provide a detailed outreach and marketing plan that, upon Authority approval, will be implemented to recruit small New Jersey businesses to apply for and participate in the program. Outreach and marketing services, at a minimum must include the following:

A. Creation of an outreach and marketing plan to recruit eligible program Applicants. The Consultant will develop a plan for marketing campaigns and mail communications as part of the outreach plan.

B. Program launch in the second or early third quarter of 2020 through initiation of outreach and marketing activities

C. Creation of technical information to go in outreach and marketing materials that the Authority would design and use to advertise program to potential Applicants

D. Deliver agreed upon targeted outreach and marketing activities. These activities could include webinars, online marketing campaigns, and email/mailer communications. The Consultant should factor in the cost of conducting at least two webinars, developing recommendations for how the Authority should target potential audiences; this targeting could include online marketing, email communications, and paper mailer communications. Note: The Authority expects to bear the cost for specific paid marketing efforts (i.e., advertisements) outside of this contract, if needed. With regard to the Fee Schedule, the Maximum Not-To-Exceed Technical Assistance Program Marketing & Outreach Fee shall not include the cost of advertising but rather the cost of creating the marketing material and marketing plan.

E. The Consultant must speak at a minimum of three (3) local offshore wind energy events and seminars in New Jersey to promote the program. The Authority or Authority partner groups will host and organize these events and the Consultant would be expected to participate and present at these events.

F. Prompt and accurate responses to potential Applicants or business membership groups seeking to learn more about the program. The Authority expects twenty (20) to thirty (30) inquiries from potential Applicants and groups.

The Consultant must successfully complete outreach and marketing services within four (4) to six (6) weeks after completing program design services which are acceptable to the Authority. The Authority expects that outreach and marketing will be completed by June-July 2020.
3.3 TECHNICAL ASSISTANCE AND CERTIFICATION SERVICES

The Consultant must provide ongoing technical assistance to participating businesses that will lead to attainment of the certification(s) needed to participate in the OSW energy industry. Based on the Authority’s research of similar programs, technical assistance and certification services for each individual company are expected to range from six (6) to eighteen (18) months depending on the service needs of the participants and proposed program design. Service needs are identified as Low, Medium or High Complexity, as defined in Section 2.2. The Authority will issue a Task Order Request (TOR), detailing Participant requirements for the estimated ten (10) to twenty (20) Participant companies selected, to provide customized costs for each participant, in accordance with the Consultant’s Hourly Rates provided on the Fee Schedule.

Technical assistance and certification services must include the following:

A. Review and selection of program participants in partnership with the Authority. Applications will be submitted to the Authority, The Authority will conduct due diligence to ensure Applicants are in good standing and able to do business with the State, then these vetted Applicants will go to the Consultant to be evaluated. The Consultant will evaluate the Applicants based on the evaluation matrix reference in Section 3.1.C. The Consultant’s selection of awardees will be subject to approval by the Authority to ensure the Consultant and the Authority are in agreement with company evaluations.

B. A verification site visit for the Consultant to confirm the Applicant’s self-assessment (as referred to in Section 3.1, C) and a pre-service assessment of the Applicant, if selected to participate

C. Advisory services to help participating businesses create individual action plans to close performance/service gaps, enabling them to compete in the offshore wind energy supply chain
   i. Action plans shall include the type of certification(s) participants would need to serve the industry and the steps needed to achieve the certification. If there is not an appropriate certification to be awarded to the participant, the Consultant shall set standards that would certify the participant as “Offshore Wind Ready”.
   ii. Action plans shall include additional estimated cost expectations, if the participant needs to make financial investments outside of this program to close performance gaps, this could include recommendations for capital investments or workforce training investments if appropriate

D. Consistent technical assistance services to support participating businesses in completing their action plan in a timely manner. This could include regular in-person visits, virtual meetings, phone calls, tutorials, or other forms of advisory services.

E. A post-Program, pre-certification site visit to confirm that the action plan has been completed before undergoing certification process

F. Award of appropriate certification(s) to participants, upon completing program

G. Reasonable effort to help participants complete the program within the projected timeframe; this means providing additional support to help participants that fall behind get back on track

H. Regular updates on services provided to each participant in the form of service and progress reports sent to the Authority

The Technical Assistance/Certification Program should be completed within nineteen (19) months after successful completion of outreach and marketing services which are acceptable to the
Authority. The Authority expects that program Applicants will be selected for participation in July/August 2020 and all successful participants will complete the program by Q4 2022.

This portion of the services will be paid out in a monthly pro-rated basis as each business progresses in the program. Pro-rating will be determined in the program design services outlined in Section 3.1.

3.3.1 TASK ORDER REQUEST (TOR) PROCESS – EXHIBIT B3 AND B4

Provided the Consultant has no existing Conflict of Interest with the Participant (pursuant to Section 1.4.7), the Authority will issue a Participant-specific TOR, Exhibit B3 and Vendor Response form, Exhibit B4, to the Consultant, identifying the Participant to be evaluated, assessed and priced. The TOR will specify any required deadlines and directions. The Consultant must provide the number of hours for each position, per the hourly rate(s) consistent with their RFQ/P Fee Schedule submission and submit the Participant costs to the Authority’s Contract Manager on the signed TOR Vendor Response form, Exhibit B4 within five (5) business days of initial receipt. The Authority will review and either approve the submitted quote or discuss/negotiate the number of hours and assigned personnel with the Consultant, as deemed necessary by the Authority.

If it is determined that there is a Conflict of Interest with an individual employed by the Consultant that would be assigned to work on

3.4 PERFORMANCE TIMELINE AND IMPLEMENTATION SCHEDULE

The Technical Assistance Consulting Services shall commence immediately upon final execution of the Contract. All services required by this RFQ/P and the resulting Contract shall be completed within the performance timeline and implementation schedule presented by the Consultant and approved by the Authority during the Initial Organizational Meeting (see Section 3.7 – Initial Organizational Meeting) including any subsequent modifications made by the Authority and acknowledged by both the Authority and the Consultant.

The Consultant shall provide a proposed performance timeline and implementation schedule to the Authority’s Contract Manager on a monthly basis. The performance timeline/implementation schedule must identify the services to be provided, schedule for implementation, challenges, opportunities, improvements, etc. and is subject to final approval by the Authority.

The Authority, in its sole discretion, reserves the right to adjust the Consultant’s performance timeline/implementation schedule, to ensure services are provided to clients in an efficient and timely manner.

3.5 REPORTING

Consultant shall collect, maintain and analyze all data obtained through provision of the required services and complete progress reports (including charts/graphs where applicable) which effectively capture relevant evaluations and/or measurements. The reports shall include all information needed to effectively monitor the Technical Assistance/Certification Program services provided. Progress reports shall be submitted to the Authority’s designated Contract Manager, via e-mail, in a Microsoft Excel worksheet format on the last Thursday of each month. The Consultant must schedule a telephone call with the Authority’s designated Contract Manager to review and discuss Program progress, no later than one week from submission of each Progress Report. It is anticipated that each telephone call will last from thirty (30) to forty-five (45) minutes. The Authority, in its sole discretion, may require the Consultant to modify the reports as needed to ensure effective monitoring and success of the Technical Assistance Consulting Services provided.
Reports shall be submitted to the Authority's designated Contract Manager, via e-mail, in a Microsoft Excel worksheet format.

Consultant must provide a written response to questions regarding the contents of reports, via e-mail, within seventy-two (72) hours.

3.6 INVOICING

Invoices should be submitted no later than ninety (90) days from the date services are rendered. The Authority reserves the right to require additional information, documentation and/or justification prior to payment of invoices. The Authority will make prompt payment of any non-disputed invoices. All invoices must include the following:

- Detailed description of the task(s) or service(s) on the invoice
- Staff position/title, hourly rate, number of hours and total amount invoiced
- Copies of weekly timesheets for staff that performed the service(s) on the invoice
- Start and end date(s) of the service(s) on the invoice, if applicable

The Consultant will receive payments as it reaches specific benchmarks. The Consultant may invoice the Authority for the following, upon successful completion, as approved by the Authority: program design, outreach and advertising. Payment for technical assistance and certification services are reimbursable monthly, for work successfully completed and approved by the Authority as described in Sections 3.1 and 3.3. The Consultant and the Authority will agree upon the definition of monthly successful completion in the approved program design.

3.7 INITIAL ORGANIZATIONAL MEETING

The Consultant firm shall attend an Initial Organizational Meeting with Authority staff to be held within seven (7) business days of execution of the Contract for Professional Services, Exhibit A. The purpose of this meeting is to allow the Consultant (and any of its staff assigned to perform work against the Contract) an opportunity to meet the Authority's designated staff, gain a clearer understanding of performance expectations and review the requisite performance timeline and implementation schedule. The Authority's Contract Manager will guide the meeting and address any issues.

The Consultant will be required to present its proposed, performance timeline, curriculum and implementation schedule and summarize its approach to providing the required services at this meeting. The implementation schedule must include each of the services required by this RFQ/P. The Authority, in its sole discretion, reserves the right to adjust the proposed performance timeline, curriculum and implementation schedule to ensure timely and efficient delivery of relevant services to interested business entities.

This meeting will be held at the Authority's office located at 36 West State Street, Trenton, New Jersey. The Authority, in its sole discretion, may permit certain, limited members of the Consultant's staff to participate via teleconference, should travel to the Authority's offices be prohibitive. The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the final determination regarding the date and time to ensure maximum participation.

3.8 AVAILABILITY OF SERVICES

In the performance of the work, the Consultant's staff may be required to provide a portion of the requisite services outside of normal business hours. 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 (EST),
excluding Authority holidays. The Proposer should consider the possible need for after-hours work and include the cost when preparing its Fee Schedule. The Authority intends to minimize these instances whenever possible; however, if the Consultant fails to accommodate the Authority’s need for after-hours work on two (2) or more occasions the Consultant will be considered unresponsive to the Authority’s needs. In that case, the Authority may cancel the Contract for cause.

Throughout the term of the Contract and any extensions thereto, all services provided shall be subject to final approval and acceptance of the Authority. The Authority, in its sole discretion, shall determine whether the services provided meet its requirements, as defined in Section 3.0 – Scope of Work of this RFQ/P. The Authority’s review and approval includes, but is not limited to, the following:

A. Consultant’s reasonable effort to ensure participants compete their action plan and achieve the appropriate certifications
B. Completeness in providing the required deliverables with respect to achievement of a satisfactory level of service
C. Success of deliverables in meeting the needs of New Jersey-based Small Businesses in the Offshore Wind Energy Industry

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

Proposals that conflict with the terms and conditions contained in this RFQ/P and/or in the Authority’s specimen form of 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 specimen form of Contract for Professional Services, Exhibit A, and/or the Authority’s RFQ/P will prevail
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

When preparing a proposal, Proposers are advised to thoroughly read and follow all instructions contained in this RFQ/P, including the instructions on the RFQ/P’s Signatory Page.

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 its proposal have been disclosed to any other firm or person who is a Proposer or potential Proposer and they will not be disclosed before submission of the proposal.

C. No attempt has been made or will be made to induce any firm 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 firm’s proposal is made in good faith and not pursuant to any agreement, discussion or inducement from any firm 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 government 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.

4.2 PROPOSAL PREPARATION AND SUBMISSION

Proposal must contain the following documentation and should be submitted in one (1) volume which is divided into four (4) separate sections (see Sections 4.2.1 through 4.2.4 below) with the content labeled and located behind each tab, as follows:

4.2.1 SECTION A – COVER LETTER

All respondents should submit a cover letter summarizing the proposal, which includes the full company name and address of the Proposer offering to perform the services described in this RFQ/P and the name, e-mail address and telephone number of the individual who will be the primary contact for the responding Proposer for the Contract. The letter must also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, corporation or a non-profit.

4.2.2 SECTION B – TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL. Failure to submit the required information will result in the proposal being considered nonresponsive.)

In this section, 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 strategy for accomplishing the work, including all of the elements detailed in Section 3.0 - Scope of Work of this RFQ/P.

The Proposer must include information relating to its organization, personnel and experience, including references evidencing the Proposer’s qualifications and capabilities to perform the services required by this RFQ/P, along with contact names and telephone numbers for each reference.
This section of the proposal must, at minimum, contain the information identified below. Submit your Technical Proposal as Section B in the following order:

I. Management Overview and Technical Approach
II. Description of Proposer’s Prior Experience and Qualifications
III. Organization Chart
IV. Key Team Member List and Back-up Staff
V. Resumes of Key Team Members
VI. References (minimum of 3)
VII. Financial Capability of the Proposer

A more detailed description of the items required in the Technical Proposal follows:

I. Management Overview and Technical Approach
The Proposer shall set forth its overall technical approach and plans to meet the requirements of this RFQ/P in a narrative format, supported by appropriate charts and tables. This narrative should convince the Authority that the Proposer understands the objectives the engagement is intended to meet, the nature of the required services and the level of effort necessary to successfully complete the Contract. This narrative should convince the Authority that the Proposer’s general approach and plans to undertake the engagement and complete the Contract are appropriate to the tasks and subtasks involved.

The Proposer must describe its specific plans to manage, control and supervise the Contract to ensure satisfactory completion according to the requirements of the RFQ/P. Plans should include the Proposer’s approach to work in collaboration with the Authority’s designated contact(s), including status meetings, working sessions, status reports, etc. The Proposer should include the level of detail it determines necessary to assist the Evaluation Committee in reviewing the proposal.

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 in this RFQ/P.

The Proposer must include the following with its Technical Approach.

Sample plan
The Proposer shall provide sample plan(s) for providing program design services to the needs of The New Jersey Offshore Wind Energy Supply Chain Technical Assistance Program, including all of the elements detailed in Section 3.0 – Scope of Work of this RFQ/P.

Sample materials
The Proposer shall provide sample material(s) for providing outreach and marketing services similar to the needs of the New Jersey Offshore Wind Energy Supply Chain Technical Assistance Program, including all of the elements detailed in Section 3.0 – Scope of Work of this RFQ/P.

Sample intake documents and procedures
The Proposer shall provide samples of its intake documents and procedures used to determine Applicant feasibility and eligibility to receive Technical Assistance/Certification services as detailed in Section 3.0 – Scope of Work, of this RFQ/P.
Sample assessment tools and related documents
The Proposer shall provide samples of its assessment tools used to identify each client's individual Technical Assistance service needs as detailed in Section 3.0 – Scope of Work of this RFQ/P. This could also include an action plan template to guide pre and post assessments.

Proposed performance timeline and implementation schedule
The Proposer shall provide a proposed performance timeline and implementation schedule to provide the requisite services detailed in Section 3.0 – Scope of Work of this RFQ/P. The performance timeline and implementation schedule must identify the services to be provided, a timeline and implementation schedule.

The Authority, in its sole discretion, reserves the right to adjust the performance timeline and implementation schedule, to ensure services are provided to clients in an efficient and timely manner.

List of potential certifications and alternatives to certifications for participants
The Proposer shall provide a list of relevant certifications it could potential help a participating company attain along with a list of alternatives to certifications for companies that could participate in the program but would not need an official certification. Quantity of potential certifications is not as important as a Proposer’s ability to demonstrate that it can competently prepare a program participant to supply the offshore wind industry.

II. Description of Proposer's Prior Experience and Qualifications
The Proposer must meet the following criteria to be eligible for Contract award:

A. Proposer must have been in existence for a minimum of five (5) years; and

B. Proposer must demonstrate a strong track record and experience in developing, marketing and implementing Technical Assistance/Certification services

Where possible, the Proposer should provide samples of program artifacts (e.g., data, marketing materials and/or strategies) it has used to provide Technical Assistance/Certification services to similar clients. These could include artifacts such as brochures, outreach plans, applications and intake forms, target company statistics collected, reports provided, etc. Artifacts can be sanitized of any client-specific information.

The Proposer must demonstrate its experience and capability to complete the requirements described in Section 3.0 – Scope of Services by providing narratives of a minimum of three (3) Technical Assistance/Certification projects of similar size and scope. In its narrative, the Proposer should describe, at minimum, the term of engagement, work/services provided, curriculum used, analysis and/or reports provided, improvements made, and outcomes attained, such as businesses completing the program, certifications facilitated/obtained, jobs created/retained and business revenue growth. If applicable, please highlight projects worked on by members of the proposed team and indicate the scope and location of each project listed. The Proposer should include examples of collaborations, service coordination and/or partnerships used to expand the availability and increase the efficiency and effectiveness of the services provided.

III. Organization Charts
The Proposer must provide Contract-specific organization charts as follows:
A. **Contract-Specific Organization Chart**
   The Proposer must include a Contract-specific organization chart showing the names and titles of management, supervisory and all other key personnel that will be assigned to work on this engagement. The chart should include the labor category and title of every individual included. Note: if using Subcontractors/Subconsultants for Contract Specific work, please identify as such on the Contract Specific Organizational Chart.

B. **Entire Firm Organization Chart**
   The Proposer must include an organization chart showing the structure of its entire firm. This chart should show the relationship of every individual assigned to work on this engagement to the Proposing firm’s overall organizational structure.

IV. **Key Team Member List and Back-up Staff**
   The responding Proposer must list each key team member and the percentage of time each key team member will spend on this engagement, by project phase, based upon a forty (40) hour work week.

   For the purposes of this engagement, a “key team member” is a principal, partner or officer of the Proposer, or a project executive, project manager or senior principal, identified as having a responsible role in the successful completion of the required services, and who generally spends or is expected to spend twenty percent (20%) or more of his/her time on this engagement during the first two (2) phases of the project. This individual will be expected to remain as a responsible program leader for the third phase of the project (delivering the technical assistance). Note: indicate all Subconsultants/Subcontractors to be used, if applicable.

   In addition, the Proposer must identify and provide the name, title and resume of a staff member who will serve as back-up to the lead account manager, in his/her absence. Back-up staff must be clearly identified as “back-up”. Proposals submitted without this information will be evaluated as though no qualified back-up/replacement staff is available.

   In the event the awarded Contractor must hire management, supervisory and/or key personnel in order to provide the required services, its recruitment strategy should include a plan to secure back-up staff to assist in the event that initially recruited personnel need assistance or must be replaced during the Contract term.

V. **Resumes of Key Team Members and Plan for Ensuring Qualified Technical Assistance**
   Detailed resumes or bios shall be submitted for all management, supervisory, key personnel and back-up staff identified in the Proposer's “Contract-Specific Organization Chart” who will or is expected to perform work on this engagement. Resumes/bios should emphasize the relevant qualifications and experience of the individual in successfully completing contract of a similar size and scope as that indicated in Section 3.0 - Scope of Work of this RFQ/P.

   Resumes/bios should include the following:
   
   - Demonstrated, prior experience in completing each similar contract
   - Employment history
   - Education, degrees, professional certifications and/or licenses
   - Start and end dates for each similar contract
   - Description of completed work on contracts of a similar size and scope, demonstrating how the individual’s work on the contract relates to their ability to contribute to successful provision of the services required in this RFQ/P
   - For each similar contract, provide a reference, including contact name and telephone
Representative examples of a minimum of three (3) staff who would be providing the technical assistance is also to be included. The Proposer must include a plan for how it would source additional technical and certification experts, if needed.

**VI. References**
The Proposer must provide at least three (3) client references applicable to the work in Section 3.0 - Scope of Work of this RFQ/P, including the following:

**A. Client name**

**B. Contact name, title, telephone number and e-mail address of someone at the identified client entity who can provide a reference regarding the Proposer's performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.)**

Due to the significance of successful provision of these services, the client references provided (i.e. contact information) should be senior executive decision makers (i.e. CEO, President, SVP, COO, CIO, etc.) who can address the Proposer's abilities, interactions, success in providing the services and overall effectiveness/impact.

**VII. Financial Capabilities of the Proposer**
To provide the Authority with the ability to judge the Proposer's financial capacity and capability to undertake and successfully complete the Contract, the Proposer should submit certified financial statements which include a balance sheet, income statement, 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 should provide either a reviewed or compiled statement from an independent Accountant setting forth the same information as is required for the certified financial statements, together with certification from the Chief Executive Officer and Chief Financial Officer that the financial statements and other information included in the statements fairly presents, in all material respects, the financial condition, results of operations and cash flow of the Proposer as of and for the periods presented in the statements. In addition, the Proposer should submit a bank reference.

If this 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 nonresponsive.

A Proposer may designate specific financial information as not subject to disclosure when the Proposer has a good faith legal/factual basis for such assertion. The Proposer may submit these specific financial documents in a separate envelope, clearly marked “Confidential Financial Information”.

The Authority reserves the right to make the determination to accept such assertion and shall so advise the Proposer.

**4.2.2.1 POTENTIAL PROBLEMS**

The Proposer must set forth a summary of any and all problems or major risks it 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 (SME), who is technically/professionally qualified to address and interact with clients, the Proposer should list these additional resources in its Proposal; however, it should not include them in its Staffing Chart or Hourly Rates.

4.2.3 SECTION C – FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)

The Proposer must submit its pricing on the Fee Schedule accompanying this RFQ/P, utilizing the format and titles listed. Proposers are not permitted to alter or change the sections on the Fee Schedule and must provide maximum-not-to-exceed flat rate costs for Section 3.1, Program Design Services, and Section 3.2 Outreach and Marketing Services. Hourly rates and estimated number of hours must be given for low, medium and high complexity companies for the Standardized Positions/Titles, inclusive of all staff identified as Contract-specific employees and/or Subcontractors/Subconsultants in the Proposal submission. The estimated number of hours for each complexity will be used to evaluate cost. Actual costs will be determined for each selected Participant, based on the actual number of hours, hourly rates and positions required on each Participant TOR.

If further clarification of the proposed pricing is needed, details must be provided on a separate sheet, identifying relevant section(s) of the Fee Schedule and attached to the Fee Schedule. The clarification cannot be used to alter or modify in substance the form of the Fee Schedule or the type of costs requested in the Fee Schedule.

**Note:** Failure to submit both Flat Rate and Standardized Position/Title Hourly Rate pricing requested or altering the format of the Fee Schedule will result in the proposal being considered nonresponsive.

4.2.3.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFQ/P, all proposed prices for goods shall be include shipping FOB Destination. Proposals submitted with pricing other than FOB Destination may not be considered. Regardless of the method of proposed shipment pricing, the Contractor shall assume all costs, liability and responsibility for delivery of merchandise to the Authority.

FOB Destination does not always cover spotted delivery but does include inside delivery unless otherwise specified. No charges will be allowed for additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered.

4.2.3.2 COD TERMS

COD terms are not acceptable and will result in rejection of the proposal.

4.2.3.3 PRICE ADJUSTMENTS

Pricing shall remain firm throughout the three (3) year term of the Contract and any extensions thereto.

4.2.4 SECTION D – REQUIRED COMPLIANCE DOCUMENTATION AND PRE/POST PROPOSAL SUBMISSIONS (MANDATORY SUBMISSIONS WITH BID PROPOSAL ARE NOTED)
See below and reference the Proposer’s Checklist for the compliance documentation required to be submitted with the proposal (mandatory submissions with bid proposal), and all other documents required prior to Contract award. Proposers are encouraged to submit all compliance documents with the proposal.

4.2.4.1 SIGNATORY PAGE (MANDATORY SUBMISSION 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 signature on the Signatory Page shall not serve as a certifying signature on any other mandatory compliance documents.

4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)

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. Failure to submit the completed and signed Ownership Disclosure Form with the proposal will result in rejection of the proposal. If any ownership change has occurred within six (6) months of the last submission, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

Note: If the Proposer is a limited partnership, the Ownership Disclosure Form must be signed by a general partner. If the Proposer is a joint venture, the Ownership Disclosure Form must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.2.4.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize the 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 New Jersey 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. Failure to comply will result in rejection of the proposal.

Note: If the Proposer is a limited partnership, the 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 BUSINESS REGISTRATION CERTIFICATE

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named Subcontractors must have a valid New Jersey Business Registration Certificate (NJBRC), issued by the New Jersey Department of Treasury, Division of Revenue and Enterprise Services, prior to
award of a Contract. To facilitate the proposal evaluation and Contract award process, the Proposer should submit a copy of its valid NJBRC and those of any named Subcontractors with its proposal.

A Proposer identified by the Authority as responsive, inclusive of any named Subcontractors, that was not registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services at the time its proposal was submitted must be registered and in possession of a valid NJBRC by a deadline to be specified in writing by the Authority. A Proposer which fails to comply with this requirement by the specified deadline will be deemed ineligible for Contract award. Under any circumstance, the Authority will rely on information available from computerized systems maintained by the State of New Jersey to verify compliance with the requirement for business registration.

A Proposer receiving a Contract award as a result of this RFQ/P and any Subcontractors named by that Proposer will be required to maintain a valid Business Registration Certificate with the New Jersey Division of Revenue and Enterprise Services for the duration of the Contract and any extensions thereto.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of its New Jersey Business Registration Certificate 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 of these sections shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each New Jersey Business Registration Certificate not properly provided for a contract with a State agency or a casino service industry enterprise contract.

4.2.4.5 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, prior to award of a Contract the Proposer is required to submit a completed Source Disclosure Certification form. The Proposer’s inclusion of the completed Source Disclosure Certification form with the Proposal is requested and advised.

4.2.4.5.1 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 a Contractor or Subcontractor which certified that services would be performed within the United States subsequently shifts performance of any contracted services to a location outside of the United States during the term of the Contract, it shall be in breach of Contract and the shall be subject to termination for cause, unless the shift in performance was previously approved by the Authority.

4.2.4.6 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying it is operating under a Federally approved or sanctioned Affirmative Action Program. Intended awardees not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (Form AA302) located at the following website.

4.2.4.7 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 Plan for Small Business Enterprises (SBE). The Authority encourages the participation of SBE firms 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, VOB and DVOB certification may 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 following website.

https://www.nj.gov/njbusiness/contracting/services/

There are two (2) related forms listed in the RFQ/P Proposer Checklist to be completed and submitted prior to Contract award. They are the Set Aside Information Form Goods & Services and Small Business Set-Aside Compliance Certificate Goods & Services Contracts.


A. The Authority shall not enter into a Contract to procure from any business entity services, materials, 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 contributions of money or pledge of contributions, 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 any legislative leadership committee during certain specified time periods.

B. Prior to awarding any Contract or Agreement to any business entity, the business entity proposed as the intended awardee of the Contract shall submit the Two-Year Vendor Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the business entity and reporting all 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 IPM-Procurement Department, the Two-Year Vendor Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form within five (5) business days of the Authority’s request. Failure to submit the required form 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) thereto, at the time such contribution is made.

4.2.4.9 PUBLIC LAW 2018, CHAPTER 9, DIANE B. ALLEN EQUAL PAY ACT
Effective July 1, 2018, Proposers 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 the Act is required to file the report required therein with the New Jersey Department of Labor and Workforce Development. 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 Proposers and Contactors (falling within the definition of “qualifying services”). Information about the Act and the reporting requirements is available at: https://nj.gov/labor/equalpay/equalpay.html. Goods/Products Contracts are not impacted by the statute.

4.2.4.10 NEW JERSEY STATE W-9

Prior to an Award of a Contract, the Contractor shall provide the Authority with a properly completed Internal Revenue Service Form W-9.

4.2.4.11 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 as an Additional Insured. Refer to Section 7 of the Authority’s specimen form of Contract for Professional Services, Exhibit A, accompanying this RFQ/P.

4.2.4.12 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.

The required forms detailed above are available on the web at the link below and are also included on the Proposer Checklist for this RFQ/P, unless otherwise noted. https://www.njeda.com/Bidding-Opportunities-General/Forms,-Registrations-Certifications

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 Contract for Professional Services.
Unless specifically stated in this RFQ/P, any Special Contractual Terms and Conditions of the RFQ/P shall take precedence over the Authority’s specimen form of Contract for Professional Services, Exhibit A, accompanying this RFQ/P.

In the event of a conflict between the provisions of this RFQ/P, including the Authority’s Contract for Professional Services 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 and the Proposer’s Proposal, the RFQ/P and/or Addendum(s) and the Authority’s Contract for Professional Services shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTIONS

The term of the Contract shall be for a period of **two (2) years**. The Contract may be extended for up to **three (3), (1) year extension options**, in the sole discretion of the Authority, at the same terms, conditions and prices in effect in during the last year of the Contract or rates more favorable to the Authority.

Contract extensions, after the initial two (2) year term, will be dependent upon funding and review of the results of the required performance for the provision of technical support.

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 Contract 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 staffing 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 Representative.

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.

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 the 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 such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, the 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/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. 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 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 the Contractor’s proposal as Background IP (Contractor’s 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, the 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 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's 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 specimen form of Contract For Professional Services, Exhibit A, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

5.13 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's Designated Representative.

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 Representative. 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 shall prevail.

5.15 FORM OF COMPENSATION - INVOICING/PAYMENT

The Contractor will submit invoices to the Authority upon the successful completion of each task in accordance with the approved schedule, and approved by the Authority’s designated Contract Manager.

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:

A. The requirement is not mandated by law

B. All of the otherwise responsive proposals failed to meet the requirement

C. In the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority’s interests associated with the procurement

6.2 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 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’s establishment before making an award, for the purpose 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 him or her 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 other state/local agencies and/or industry Subject Matter Experts (SME) to evaluate, score and rank proposals received in response to this RFQ/P under 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, any and all Proposer 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 Proposal. 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 its 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

Selection of the successful Proposer will be based upon a determination of which proposal is the most favorable to the Authority, considering the criteria listed below, price and other factors considered.

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 Proposer’s management, supervisory and key personnel to be assigned to the Contract, including candidates recommended for each of the positions/roles needed to perform the services required by this RFQ/P

B. Experience of Firm: Proposer’s documented experience in successfully implementing contracts of a similar size and scope, related to the work required by this RFQ/P and based, in part, on the narratives and references submitted by the Proposer

C. Ability of Firm to Complete the Scope of Work Based on its Technical Proposal: Proposer’s understanding, detailed approach, plans and ability to successfully perform the required services in Section 3.0 - Scope of Work of this RFQ/P, as demonstrated by its Technical Proposal. Proposer’s timeframes are critical and will be closely evaluated for both content and completion rate

6.7.2 PROPOSER’S FEE SCHEDULE

For evaluation purposes, proposals will be ranked and weighted according to the lowest grand total of the Maximum Not-To-Exceed Technical Assistance Flat Fee’s and the Hourly Rates for the Low, Medium and High Complexity Participants Standardized Positions/Titles on the Fee Schedule submitted with the proposal.

Standardized hourly rates for the Positions/Titles will be used for the TOR cost submission for the selected Participants. Hourly rates will also be used in the event that additional work, not specified in Section 3.0 - Scope of Work, is required during the Contract term.
6.7.3 PROPOSAL DISCREPENCIES

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 PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority’s Board of Directors award of a Contract to the responsive 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 (with the assistance of the IPM Procurement Department, as described below), technical criteria and other factors during the evaluation process and makes a recommendation to the Authority’s Board of Directors. The Authority’s Board of Directors 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 price. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the IPM Procurement Department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the IPM 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 nonresponsive 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(s). The IPM 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 Evaluation Committee will recommend to the Authority’s Board of Directors award of a Contract to the responsive Proposer whose Proposal(s), conforming to the RFP/Q, is/are most advantageous to the Authority, price and other factors considered. The Authority Board of Directors may accept, reject or modify the recommendation of the Evaluation Committee. The IPM 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 interest 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 evaluation, 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 Contract award recommendation, will remain confidential until approved by the Authority’s Board of Directors 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 (award) by the Authority. In order for a protest to be timely, it must be submitted to the Authority’s Chief of Staff, who also serves as staff to the Authority, within ten (10) business days of receipt of the unsuccessful notification. 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 Chief of Staff, who also serves as staff to the Authority. The designated Hearing Officer will review all timely and complete Proposer protests and will have sole discretion to determine if an oral presentation by the protestor 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 make a recommendation to the Authority’s Board of Directors for a final decision to award the Contract. Should the protestor dispute the findings of the Hearing Officer’s Report, it will be afforded an “Exceptions Period” equal to ten (10) business days from the Authority’s issuance of the report to refute the findings of the Hearing Officer.

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, a Contract may be awarded. The Authority’s Board of Directors will review the protestor’s “Exceptions to the Hearing Officer’s Report” and shall render a decision regarding the appropriateness of the award. The action of the Authority’s Board of Directors to make a final decision for the award of a Contract will be a final Authority decision that is appealable to the Appellate Division of the Superior Court of New Jersey.

### 7.0 CONTRACT AWARD

Contract award(s) shall be made with reasonable promptness, by written notice to the highest ranked responsive Proposer whose proposal, conforming to the requirements of 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 Authority’s policy 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 ranking. The Authority shall be under no obligation to award a Contract to a firm 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 firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of Contract for Professional Services attached to this RFQ/P as Exhibit A. Proposers are encouraged to carefully review...
the specimen form of Contract for Professional Services, Exhibit A, and should indicate any exceptions taken to the form of Contract in their proposal response.

Proposer is cautioned that it shall not impose conditions under which it will conduct business with the 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 specimen form of Contract for Professional Services, Exhibit A, it shall submit its exceptions in the form of a question during the Questions and Answers Period established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to the specimen form of Contract for Professional Services, Exhibit A, at any time during the RFQ/P process, unless submitted during the Questions and Answers Period.

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

Any proposal submitted in response to this RFQ/P will be considered a firm Offer by the responding Proposer to perform the Scope of Services outlined in the RFQ/P and specimen form of Contract for Professional Services, Exhibit A. By submitting an Offer in response to this RFQ/P, the responding Proposer 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 specimen form of Contract for Professional Services, Exhibit A.

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The Contract Manager is the Authority employee responsible for the overall management and administration of the Contract.

The 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 Contract Manager’s name, department, address, telephone number, fax number and e-mail address.

8.1.1 CONTRACT MANAGER RESPONSIBILITIES

The Contract Manager will be responsible for engaging the Contractor, assuring that a Purchase Order is issued to the Contractor directing the Contractor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The 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 Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Contract Manager's Department.

If the Contract has multiple users, then the 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 agencies that use the Contract must notify and coordinate the use of the Contract with the Contract Manager.