

CAPITAL CITY REDEVELOPMENT CORPORATION

Request for Qualifications/Proposal

2022-RFP-153

For: Capital City Redevelopment Corporation (CCRC) – Adaptive Reuse Feasibility Study for the Former Taxation Building

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	January 31, 2023	2:00 PM (ET)
Mandatory/Optional Pre-Proposal Conference	N/A	N/A
Optional Site Visit	January 26, 2023	11:00 AM
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	February 27, 2023	2:00 PM (ET)

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the websites of the Capital City Redevelopment Corporation and New Jersey Economic Development Authority.

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

RFP Issued By

Capital City Redevelopment Corporation
c/o New Jersey Economic Development Authority
36 West State Street, PO Box 990
Trenton NJ 08625-0990
Main Reception Desk – Telephone: 609-858-6700

Date: 1/17/23

1.0 INFORMATION FOR BIDDERS	4
1.1 PURPOSE AND INTENT:.....	4
1.2 BACKGROUND.....	4
1.3 KEY EVENTS.....	4
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD.....	4
1.3.3 PRE-PROPOSAL CONFERENCE.....	5
1.3.4 SITE VISIT.....	6
1.3.6 TIMELY SUBMISSION OF PROPOSALS.....	6
1.3.7 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY.....	7
1.4 ADDITIONAL INFORMATION.....	9
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	9
1.4.2 PROPOSER RESPONSIBILITY.....	9
1.4.3 COST LIABILITY.....	10
1.4.4 OPEN PUBLIC RECORDS ACT - CONTENTS OF PROPOSAL.....	10
1.4.5 PROPOSAL SUBMISSION.....	10
1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING.....	10
1.4.7 JOINT VENTURE.....	11
1.4.8 SUBCONSULTANT / SUBCONTRACTOR FIRM(S).....	12
1.4.9 CONFLICT OF INTEREST.....	12
1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS.....	12
2.0 DEFINITIONS	14
2.1 GENERAL DEFINITIONS.....	14
2.2 CONTRACT SPECIFIC DEFINITIONS.....	16
3.0 SCOPE OF WORK	17
3.3 REPORTING & TIMELINE UPDATES.....	19
3.4 INVOICING.....	20
3.5 INITIAL ORGANIZATIONAL MEETING.....	20
3.6 AVAILABILITY OF SERVICES	20
4.0 PROPOSAL PREPARATION AND SUBMISSION	22
4.1 GENERAL.....	22
4.2 PROPOSAL CONTENT AND SUBMISSION ORDER.....	23
4.2.1 SECTION A – COVER LETTER.....	23
4.2.2 SECTION B – TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION –(MANDATORY SUBMISSION WITH BID PROPOSAL).....	24
4.2.3 SECTION C – FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL).....	28
4.2.4 SECTION D – REQUIRED COMPLIANCE DOCUMENTATION PRE & POST PROPOSAL SUBMISSION (NOTED: MANDATORY SUBMISSION WITH BID PROPOSAL-SIGNED).....	29
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	37
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	37
5.2 CONTRACT TERM AND EXTENSION OPTION.....	37
5.3 CONTRACT TRANSITION.....	37
5.4 CONTRACT AMENDMENT.....	37
5.5 CONTRACTOR RESPONSIBILITIES.....	38
5.6 SUBSTITUTION OF STAFF.....	38
5.7 OWNERSHIP OF MATERIAL.....	38
5.8 SECURITY AND CONFIDENTIALITY.....	39
5.8.1 DATA CONFIDENTIALITY.....	39
5.9 NEWS RELEASES.....	41
5.10 ADVERTISING.....	41
5.11 LICENSES AND PERMITS.....	41
5.12 CLAIMS AND REMEDIES.....	41
5.12.1 CLAIMS.....	41
5.12.2 REMEDIES.....	41
5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	42

5.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	42
5.14 INDEMNIFICATION	42
5.15 FORM OF COMPENSATION - INVOICING / PAYMENT:	43
6.0 PROPOSAL EVALUATION	44
6.1 RIGHT TO WAIVE	44
6.2 AUTHORITY'S RIGHT OF FINAL PROPOSAL ACCEPTANCE	44
6.3 AUTHORITY'S RIGHT TO INSPECT BIDDER'S FACILITIES	44
6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION	44
6.5 PROPOSAL EVALUATION COMMITTEE	44
6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL	44
6.7 EVALUATION CRITERIA	45
6.7.1 TECHNICAL EVALUATION CRITERIA	45
6.7.3 PROPOSAL DISCREPANCIES	46
6.7.4 EVALUATION OF THE PROPOSALS	46
6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)	47
6.9 PROTEST OF RECOMMENDED AWARD	47
7.0 CONTRACT AWARD	49
8.0 CONTRACT ADMINISTRATION	50
8.1 CONTRACT MANAGER	50
8.1.1 CONTRACT MANAGER RESPONSIBILITIES	50

1.0 INFORMATION FOR BIDDERS

This Request for Proposals (RFP) is being issued by the Capital City Redevelopment Corporation (CCRC). The CCRC is utilizing the resources and staff of the New Jersey Economic Development Authority (Authority or EDA) in connection with the issuance of and responses to this RFP. Therefore, any and all references to the Authority and its staff, website, contact information, forms and addresses contained herein shall be understood to mean that of the CCRC.

1.1 PURPOSE AND INTENT:

The purpose of this RFP is to solicit proposals from qualified firms with expertise in real estate development, engineering, architecture, and urban land use planning to provide feasibility and financial analysis on several redevelopment scenarios for the Former Taxation Building located at 50 Barrack Street, Trenton, NJ ("Property") and more in-depth analysis on the most viable redevelopment scenario(s) for the Property.

The successful Proposer will supply a report that includes a comprehensive analysis of the alternatives considered for the future use of the building.

The intent of this RFP is to award one (1), one (1) year contract with two (2), six (6) month extension options to the responsible Proposer whose proposal, conforming to this RFP is most advantageous to the CCRC, price and other factors considered.

The CCRC 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.

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

1.2 BACKGROUND

The Capital City Redevelopment Corporation (CCRC), created by an act of the Legislature and adopted into law in 1987 to guide the private and public development in the Capital District in downtown Trenton. The Property located at 50 Barrack Street in downtown Trenton is owned by the New Jersey Department of the Treasury. In June 2021 the Department of the Treasury ("Treasury") entered into an MOU with CCRC, for CCRC, on behalf of Treasury to solicit offers to purchase and redevelop the Former Taxation Building. In November 2021, a Request for Offers to Purchase and Redevelop the Former Taxation Building was released. One response was received and approved by CCRC but ultimately the sale with that prospective purchaser did not result in closing. Treasury is committed to working with CCRC, the City of Trenton and local stakeholders to identify one or more appropriate uses for the building that aligns with the vision in CCRC Renaissance Plan and Trenton's Master Plan (Trenton 250) and supports the vibrancy of downtown Trenton. An appraisal of the property prepared for the Treasury in March of 2021 included a brief discussion on the feasibility challenges with both continued office use and conversion to residential. This RFP is being issued to obtain detailed analysis on future use scenarios and their viability for the Property.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The CCRC will electronically accept written questions and inquiries from all potential Proposer(s) via the web at EDAProcurementQA@njeda.com. Phone calls/faxes shall not be accepted.

The subject line of the e-mail should state:

“Questions-2022-RFP-153-CCRC Feasibility Study”

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer must not contact the Authority’s requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via EDAProcurementQA@njeda.com will result in disqualification of the Proposer’s Proposal; **This provision is applicable and includes contacting staff/board members at the NJEDA, CCRC and the New Jersey Department of Treasury that will result in disqualification as provided;**
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority’s website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this Solicitation and part of any Contract awarded as a result of this RFP.

1.3.2 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES

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

1.3.3 PRE-PROPOSAL CONFERENCE

Not Applicable.

1.3.4 OPTIONAL SITE VISIT

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

- Former Taxation Building located at 50 Barrack Street, Trenton, New Jersey on January 26, 2023 at 11:00 AM ET.

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

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

1.3.5 PROJECTED MILESTONE DATES

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

Pre-Proposal Conference: Not Applicable
Optional Site Visit: January 26, 2023 @ 11:00 p.m. ET
Q&A Period Ends: On or before January 31, 2023 @ 2:00 p.m. ET
If required, Addendum: On or about February 7, 2023 @ 2:00 p/m. ET
Proposals Due: On or before February 27, 2023 @ 2:00 p.m. ET
Estimated Recommendation
for Award: April 18, 2022 via CCRC Board Scheduled Meeting
Estimated Contract
Execution: On or about May 5, 2023

1.3.6 TIMELY SUBMISSION OF PROPOSALS

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

1.3.7 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

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

1.3.7.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)

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

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

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

“(Proposer’s Company Name) - Bid Submission-2022-RFP-153 CCRC Feasibility Study, and the (file/document title)”

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

<https://njeda.sharefile.com/r-r1e4c25ef54c44310b2be42257c19fb1c>

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

NOTE: Any bids received after the date and time specified shall not be considered. All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

1.3.7.2 ELECTRONIC SIGNATURE

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

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the

documents, may sign the forms listed in Section 4.2.4 (Section D - Required Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

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

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

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.7.2.

1.3.7.3 HARD COPY PROPOSAL SUBMISSION

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

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

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

2022-RFP-153 CCRC Feasibility Study
February 27, 2023 @ 2:00 p.m. ET

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

Proposals submitted by facsimile will not be considered.

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

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

Directions to the Authority's Trenton location can be found at the following web address:

<https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

1.4.2 PROPOSER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 OPEN PUBLIC RECORDS ACT - CONTENTS OF PROPOSAL

Respondents should be aware that responses to this RFP will be available, upon request, for public inspection. The CCRC, 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 and policies and applicable case law, including the New Jersey Right-to-Know law.

Subsequent to the proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, 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 CCRC. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The CCRC reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The CCRC will not honor any attempt by a Proposer to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Proposer's assertion of confidentiality with which the CCRC does not concur, the Proposer shall be solely responsible for defending its designation.

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection. In those cases where negotiation is contemplated, only the names and addresses of the Proposer(s) submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Conditional/Notice of Intent to Award is issued.

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

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

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

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: EDAProcurementQA@njeda.com, with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

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

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

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

1.4.7 JOINT VENTURE

The CCRC will **not** consider proposals submitted by joint ventures.

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

1.4.8 SUBCONSULTANT / SUBCONTRACTOR FIRM(S)

For purposes of this RFP, the CCRC will consider proposals submitted which may employ the use a of subconsultant and / or subcontractor firm(s) to satisfy the requirements and deliverables required of the resulting contract.

Proposers, if utilizing a subconsultant and/or subcontractor, are to submit a Subcontractor Utilization Plan form, which can be found on the Proposer’s Checklist. See Section 4.2.4.14.

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

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract 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 CCRC may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the CCRC.

1.4.9 CONFLICT OF INTEREST

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

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

Authority – The New Jersey Economic Development Authority, who is staff to the CCRC.

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

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

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

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

CCRC Board of Directors (Board) – Responsible for the management of all Capital City Redevelopment Corporation operations.

Contract The Contract for Professional Services – Exhibit A, this RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the CCRC.

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

Director – Director of Internal Process Management, New Jersey Economic Development Authority.

Evaluation Committee – A committee established by the CCRC to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the CCRC Board of Directors.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the CCRC unless there is a change in the scope of work.

Procurement Department (Procurement) – Department of the New Jersey Economic Development Authority.

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

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

State – State of New Jersey

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

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

Subcontractor – An entity having an arrangement with an Authority contractor, where by the Authority contractor uses the products and/or services of that entity to fulfill some of its obligations under its CCRC contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the

contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the CCRC, only with the Contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the CCRC 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 RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

Capital City Redevelopment Corporation (CCRC) - Created by an act of the Legislature and adopted into law in 1987, developed a Renaissance Plan which was adopted in 1989 in compliance with its enabling act and served as the vision for a vibrant Capital District.

Property - Former Taxation Building located at 50 Barrack Street in downtown Trenton.

Renaissance Plan – Adopted by CCRC in 2022. The Renaissance Plan and appendices can be found here: <https://www.njeda.com/ccrc-renaissance-plan/>

Trenton 250 Master Plan – The most recent master plan adopted by the City of Trenton Information on the Trenton 250 Master Plan can be found here: <https://www.trenton250.org>

3.0 SCOPE OF WORK

The Capital City Redevelopment Corporation (“CCRC”) is seeking proposals from a qualified Proposer to prepare a report identifying and analyzing the feasibility of several reuse scenarios for the Property. The scope shall include a building condition assessment and the identification and analysis of several reuses scenarios. The selected team will prepare a cost estimate, market assessment and financial feasibility analysis for each scenario.

The Department of the Treasury and CCRC, in support of the vision for Trenton’s revitalization, as laid out in the Renaissance Plan and Trenton 250, seeks one or more future uses for the building that brings vibrancy to downtown Trenton. The prominent location of the building, in the central business district, less than a block from the State House, makes it an important redevelopment opportunity.

It is anticipated that CCRC and Treasury will use this report to determine the next steps for redeveloping the Property. All work shall be grounded in the vision and goals established in the Renaissance Plan and Trenton 250.

3.1 Tasks

Task 1. Assess the current conditions of the building through a review of existing building information, discussions with property management personnel and visual inspections of the property. The following links contain building inspection reports from 2017 to 2022, zoning information for the surrounding areas and a building condition report from 2013:

1. <https://www.njeda.com/wp-content/uploads/2022/02/RFOTP-Reference-Documents-for-Q-and-A.pdf>
2. <https://www.njeda.com/wp-content/uploads/2021/11/RFOTP-Reference-Documents.pdf>

The consultant shall evaluate the following items from an engineering/architectural/code requirement perspective:

- a) Existing building structure, envelope, and façade;
- b) Existing building systems and likely code deficiencies, including, but not limited to:
 - I. The electrical systems and wiring of the building;
 - II. The mechanical systems of the building;
 - III. The plumbing systems of the building;
 - IV. Roof system;
 - V. Fire alarm and security systems;
 - VI. Any existing or potential building code violations.
- c) Existing environmental condition of the property, including but not limited to the identifying the presence of mold or other situations that impact air quality, asbestos, pcbs;
- d) Existing water and sanitary sewer capacities;
- e) Parking area pavement, walks and curbing;
- f) Existing and potential universal accessibility barriers and ADA-compliance needs;
- g) Any improvements that could be made to enhance the energy efficiency of the building;
- h) And any other related items reasonably connected to the above detailed items.

Task 2. Provide cost estimates to mothball and protect the building for future reuse, regardless of reuse.

Task 3. Analyze the building, within the context of any issues identified through the building condition assessment, identify potential uses and how the existing building and floor space may be best utilized to provide a mix of proposed or potential uses. Complete the following Subtasks:

Subtask 3A. Ground Level Exterior Building Aesthetic

The Property is located on the corner of West State Street and Barrack Street. While the building fronts West State Street, the only entrance is along the Barrack Street. Currently, the design and aesthetic of the West State Street side of the building creates no spill over activity on the sidewalk nor is the ground level exterior of the building interesting to or engaging with pedestrians. With a focus on the West State Street side, select and analyze a range of alternatives for improving the building's interaction with pedestrians including aesthetic treatments to the building, enhancements to the existing entrance, and constructing an additional entrance to the building on West State Street. Provide the pros and cons for each of the approaches analyzed, including the level of impact that change would bring and the estimated construction costs.

Subtask 3B. Lower Floors

In coordination with Task 3A, analyze the feasibility of rehabilitating the first floor and/or the second floor along West State Street for either customer facing private uses and/or quasi-public/community/cultural space as a means to activate the building and sidewalk. Include potential layout scenarios, pros and cons, and estimated construction costs.

Subtask 3C. Residential Conversion

Analyze the feasibility of converting all or a portion of the building to residential use taking into consideration the building condition assessment of the Property and code requirements for residential structures. Provide potential layout scenarios and estimated construction costs.

Subtask 3D. Continued Office Use

Analyze the feasibility of upgrading the building for continued office use. Include potential layout scenarios, pros and cons, and estimated construction costs.

Subtask 3E. Mixed Use.

Analyze the feasibility of a mixed-use redevelopment of the building (e.g., commercial/residential mixed-use, which includes but is not limited to residential live/work or residential/"maker" space use). Include potential layout scenarios, pros and cons, and estimated construction costs.

Subtask 3F. Other.

Identify the feasibility of any other reuse scenarios not contemplated by the Subtasks above, 3A through 3E.

Task 4. The selected Proposer will consult with and receive approval from CCRC to conduct further analysis on between three (3) and six (6) redevelopment scenarios for

building reuse. For each scenario based upon the findings of Task 3, the analysis shall include:

- A. A proposed development program;
- B. Detailed construction cost estimate
- C. List of permits and approvals and prospective permitting timeline;
- D. A sources and uses statement that includes potential private and public financing sources. Public subsidy may be included in the analysis, including but not limited to programs under the Economic Recovery Act of 2020, the NJ Aspire program, the federal Low Income Housing Tax Credit, among others.
- E. Operating proforma for 10 years projecting operating income, operating expense and the repayment of debt service/payment of equity investors
- F. The estimated parking of the development program and recommendation of off-site parking options in the general vicinity (See Exhibit B - map); and
- G. For each proposed development scenario, a market assessment that considers existing market reports, current and future market trends, and existing and proposed projects in the region.

3.2 Task Deliverables:

- The final report must include the following:
 - Executive Summary which includes the key findings and recommendations of each Task included in the Scope of Work (Tasks 1 through 4).
 - Building assessment report with the cost to remediate the identified conditions across all reuse scenarios.
 - Proposed reuse scenarios report (Task 3).
 - Financial Analysis report of proposed uses (Task 4).
- Summary PowerPoint presentation highlighting the key findings.
- Bi-Weekly check-ins and presentation on task findings to the project team as noted in 3.2.
- Interim and Final presentation to Senior Leadership members from Governor's Office, Treasury, NJEDA, and CCRC.

3.3 REPORTING & TIMELINE UPDATES

CCRC expects Tasks 1, 2, 3, and 4 to be provided to CCRC no later than 6 months of contract commencement. Proposers may suggest an alternative timeline for deliverables that will be evaluated by the Evaluation Committee. Proposal must include a timeline by task.

Proposers should assume the following meetings with CCRC:

- Project Kick-off meeting
- Site visit to the Property and relevant surroundings
- Bi-Weekly progress meetings for the duration of the project with project team
- Meetings to present and review deliverables with project team and leadership representatives from the State

Proposers should detail their project timeline, noting the sequencing among tasks and subtasks, timing for meetings, timing for visits to the Property, and deliverable milestones.

3.4 INVOICING

Invoicing to be submitted upon achievement of the Contractor's proposed milestones and/or the CCRC's requisite milestones, including but not limited to the completion of initial review, evaluation and research; 1st draft; 2nd draft; and final draft; and other significant steps. Invoices must detail the work performed, applicable hourly rate(s) and number of hours and be billed on a monthly basis or as otherwise agreed.

3.5 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend an Initial Organizational Meeting with the CCRC's designated staff. The Initial Organizational Meeting will be held within seven (7) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the CCRC's designated staff members, to gain a clearer understanding of the performance expectations, to review the CCRC's requisite milestone timelines, based upon the Contractor's proposed milestones, and a payment/invoicing schedule based on the Contractor demonstrating its completion of specific milestones/steps as proposed by the Contractor, and agreed by the CCRC and the Contractor.

The CCRC's designated Contract Manager will guide the meeting and address any issues.

The Contractor will be required to present its preliminary "Performance Timeline/Program Implementation Schedule" at this meeting, to summarize its approach to providing the requisite services, as well as corresponding timeframes to implement each of the various programs/services to be offered.

This meeting will be held at the CCRC's offices located at 36 West State Street, Trenton. The CCRC, in its sole discretion, may permit certain, limited staff members of the Contractor to participate via teleconference, should travel to the Authority's offices be prohibitive.

The CCRC will make every effort to schedule the meeting at a mutually convenient time; however, the CCRC will make the sole determination regarding the date and time to ensure maximum participation by the CCRC staff.

3.6 AVAILABILITY OF SERVICES

It is possible that a limited number of the Contractor's staff may be required to provide a nominal portion of the requisite services (i.e. meeting with senior executive staff, senior managers, etc.) outside of normal business hours in order to accomplish the requisite schedule and dates for completion of the Work. For purposes of this RFP, "normal business hours" are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of CCRC holidays. Interested Proposers should consider the need for such limited work to be performed outside of normal

business hours and include such costs when preparing its "Fee Schedule". It is the CCRC's intent to minimize these instances, whenever possible. However, in the event the Proposer fails to accommodate the CCRC's need for After-Hours Work on two (2) or more instances; the Contractor will be considered to be non-responsive to the needs of the CCRC. As such, the CCRC may cancel the contract for cause.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

Proposals that conflict with those terms and conditions contained in this RFP or the CCRC's Contract For Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will be considered null and void. The CCRC 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 CCRC notifies the Proposer of any such term or condition and the conflict it poses, the CCRC may require the Proposer to either withdraw it or withdraw its proposal.

After award of contract:

- a) if a conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the CCRC's Contract For Professional Services, Exhibit A and/or the CCRC's RFP will prevail; and
- b) if the result of the application of a supplemental term or condition included in the proposal would diminish the CCRC's rights, the supplemental term or condition will be considered null and void.

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

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

4.1.1 NON-COLLUSION

By submitting a proposal, the Proposer certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any 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 proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, 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 governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <https://www.njeda.com/bidding>, also see RFP Proposer Checklist - 2022-RFP-153 Capital City Redevelopment Corporation (CCRC) – Adaptive Reuse Feasibility Study for the Former Taxation Building, unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

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

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

Technical Proposal Volume

Technical Proposal. Please reference Section 4.2.1 and 4.2.2 in this RFP. Do not include pricing in this Volume.

Pricing Volume

Fee Schedule. Please reference Section 4.2.3 in this RFP.

Compliance Volume

Please reference all Subsections in Section 4.2.4 in this RFP and also reference the Proposer’s Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

4.2.1 SECTION A – COVER LETTER

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

If applicable, complete and submit the Subcontractor Utilization Plan form, found on the Proposer's Checklist.

4.2.2 SECTION B – TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION – (MANDATORY SUBMISSION WITH BID PROPOSAL)

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

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

This section of the proposal should, at a 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 Bidder's Prior Experience and Qualifications
- III. Organization Chart
- IV. Key Team Member List & Back-Up Staff
- V. Resumes of Key Team Members
- VI. References (Minimum of 3)
- VII. Financial Capability of the Proposer
- VII. Proposed Milestones

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

I. Management Overview and Approach

The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the CCRC that the bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the CCRC that the bidder's general

approach and plans to undertake and complete the engagement 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 contract completion according to the requirements of the RFP. The plan should include the Proposer's approach to communicate with the CCRC's Designated Contact(s) including, but not limited to, status meetings and status reports.

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's 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 bidder's ability to complete the engagement. The bidder's response to this section should be designed to convince the CCRC that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

II. Description of Bidder's Prior Experience and Qualifications

The Proposer must have a minimum of ten (10) years experience in real estate assignments of similar size & scope demonstrating its capability to complete the Scope of Services, Section 3.0 by providing three (3) successful assignments, including the term of the engagement, in narrative form.

If applicable, please highlight projects in which members of your proposed project team have worked together and indicate for each project which you list, the scope of the project and the location of the project.

III. Organization Chart

The contract-specific organization chart must include all key team members, their labor category and titles for this engagement and the bidder they represent.

- a. **Contract-Specific Chart.** The Proposer must include a contract organization chart, with names showing management, supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The Proposer must include an organization chart showing the Proposer's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Proposer's overall organizational structure.

IV. Key Team Member List & Back-Up Staff

The responding bidder must list each key team member and the percentage of time each key team member will spend on this engagement, 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 bidder, or a project executive, project manager, senior principal, identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

In addition, Proposer must identify and provide the name, title and resume of a staff employee who will serve as the “Back-Up” Lead Account Manager, in the absence of the dedicated Lead Account Manager. Backup staff must be clearly identified as backup staff. Proposals submitted without this information will be evaluated as though no qualified back-up / replacement staff is available.

In the event the Proposer must hire management, supervisory and/or key personnel if awarded the contract, the Proposer should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

V. Resumes of Key Team Members

Detailed resumes or bios shall be submitted for all management, supervisory, key personnel and back-up personnel identified in the Proposer’s “Contract-Specific Chart”, who will or who is expected will, perform the work. Resumes/bios should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope, relative to the Scope of Work in this RFP.

Resumes/bios should include the following:

- The individual's demonstrated, previous experience in completing each similar contract;
- Employment history;
- Education, degrees, professional certifications and/or licensees;
- Beginning and ending dates for each similar project;
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP;
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

VI. References

The bidder must provide at least three (3) client references applicable to the scope of work and include: Client entity name, contact name, title, telephone number and e-mail address of a contact person 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.) on the client specific projects. Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) should be senior executive decision makers (i.e. CEO, President, SVP, COO, CIO, etc.) who can address the Proposer's abilities, manner of interacting with him/her, as well as other members of the organization, success in providing these services and overall effectiveness/impact on the company;

VII. Financial Capabilities of the Proposer

In order to provide the CCRC with the ability to judge the Proposer's financial capacity and capabilities to undertake and successfully complete the contract, the Proposer(s) should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. If certified financial statements are not available, the Proposer should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference.

If the information is not supplied with the proposal, the CCRC may still require the Proposer to submit it. If the Proposer fails to comply with the request within three (3) business days, the CCRC may deem the proposal non-responsive.

A Proposer may designate specific financial information as not subject to disclosure when the Proposer a good faith legal/factual basis for such assertion. The Proposer may submit the specific financial documents in a separate file clearly marked "Confidential-Financial Information".

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

VIII. Proposed Milestones

In order to provide the CCRC with the ability to evaluate the Proposer's Project schedule and, thereby, its understanding and detailed approach and plans to perform the requisite services outlined in the "Scope of Work" section of this RFP to successfully perform the technical requirements of

the contract, Proposers must submit proposed milestones for the Project. These proposed milestones and/or the CCRC's requisite milestones shall form the basis of Proposer's invoicing schedule, as described in Section 3.4 herein.

4.2.2.1 POTENTIAL PROBLEMS

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

4.2.2.2 SUBJECT MATTER EXPERTS (SME'S)

If the Proposer has access to additional professional resources, such as a Subject Matter Expert (SMEs), who are technically/professionally qualified to address and interact with clients; the Proposer should list these additional resources in its proposal, however should not include them on the Staffing Chart or Hourly Rates.

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

The Proposer must submit its pricing on the Fee Schedule, accompanying this RFP, utilizing the format & titles listed, as outlined in the Fee Schedule. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemental versions of the CCRC-supplied Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive. **ANY MODIFICATION OF THE FEE SCHEDULE SHALL RESULT IN THE PROPOSAL BEING REJECTED AS NONRESPONSIVE.**

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

4.2.3.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the CCRC.

F.O.B. Destination does not always cover "spotting" but does include delivery inside the CCRC unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered.

4.2.3.2 C.O.D. TERMS

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

4.2.3.3 PRICE ADJUSTMENT

Pricing shall remain firm throughout the one (1) year term of the contract and any extensions, thereto.

4.2.4 SECTION D – REQUIRED COMPLIANCE DOCUMENTATION PRE & POST PROPOSAL SUBMISSION (NOTED: MANDATORY SUBMISSION WITH BID PROPOSAL-SIGNED)

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Bid Proposal (MANDATORY FORM WITH BID PROPOSAL-SIGNED) and ALL other documents required prior to contract award, however Proposer's are encouraged to submit ALL compliance documents with the bid proposal.

4.2.4.1 SIGNATORY PAGE

(MANDATORY FORM WITH BID PROPOSAL-SIGNED)

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

Note: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required.

4.2.4.2 OWNERSHIP DISCLOSURE FORM

(MANDATORY FORM WITH BID PROPOSAL)

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

NOTE: If the Proposer is a limited partnership, each 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 FORM

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

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

4.2.4.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

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

4.2.4.5 BUSINESS REGISTRATION CERTIFICATION (BRC)

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

A Proposer otherwise identified by the *CCRC* as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the *CCRC*. A bidder who fails to comply

with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the CCRC will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

4.2.4.6 SOURCE DISCLOSURE CERTIFICATION

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

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

4.2.4.6.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during

the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the CCRC.

4.2.4.7 AFFIRMATIVE ACTION

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

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

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

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

4.2.4.8 SMALL BUSINESS SET ASIDE

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

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

There are two (2) related forms listed in the RFP Proposer Checklist to be completed and submitted, prior to contract award. These forms include: Set Aside Information Form-Goods & Services and the Set-Aside Compliance Certificate-Goods & Services Contracts. The Proposer may submit the Proposer's Small Business Enterprise (SBE) Certificate, if applicable .

4.2.4.8.1 DISABLED VETERANS' BUSINESS SET-ASIDE

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31 Disabled Veterans' Businesses are encouraged to submit a response. The Business must be registered as a qualifying Disabled Veterans' Business with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit by the date the Proposal is received and opened. Evidence that the Business has registered as a Disabled Veterans' Business should be submitted with the Proposal. Proposers should verify its Small, Minority, Veteran, Women and Disabled Veterans' Business Certification status. The Business should provide, as part of its response, proof of its current registration as a qualifying Disabled Veterans' Business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Information, registration requirements and application are available by contacting the agency at:

New Jersey Department of the Treasury
Division of Revenue and Enterprise Services
PO Box 455
Trenton, NJ 08646
Telephone: 609-292-2146

A downloadable paper application is available at:
<https://www.nj.gov/njbusiness/documents/contracting/DVOB%20Web%20Application.pdf>

**** IF THE BUSINESS HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED AS A DISABLED VETERANS' BUSINESS, THE VENDOR {BIDDER} SHOULD ENSURE IT IS REGISTERED AND THAT ITS REGISTRATION IS ACTIVE WITH THE DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT, PRIOR TO THE PROPOSAL OPENING DATE, TO BE ELIGIBLE FOR AWARD.**

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

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the CCRC, in care of the Procurement department, the Certification and Disclosure(s) within five (5) business days of the CCRC’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

4.2.4.10 POLITICAL CONTRIBUTION DISCLOSURE

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

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

Effective July 1, 2018, Bidders and contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, P.L. 2018, ch. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of “public work”). Additionally, any contract that the CCRC enters into for “services” imposes reporting requirements by awarded bidders and contractors (falling within the definition of “qualifying services”). Information on the reporting

requirement for such “qualifying services” is also available at: <https://nj.gov/labor/equalpay/equalpay.html>.

Goods/Products contracts are not impacted by the statute.

4.2.4.12 NEW JERSEY STATE W-9

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

4.2.4.13 INSURANCE CERTIFICATES

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

4.2.4.14 SUBCONTRACTOR UTILIZATION PLAN

All Proposers intending to use a subconsultant(s) and/or subcontractor(s) must submit a completed Subcontractor Utilization Plan form.

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

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

4.2.4.15 BID /PERFORMANCE SECURITY

NOT APPLICABLE

4.2.4.16 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3

The attached certification of non-involvement is required to comply with P.L. 2022, c.3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist and form available at <https://www.njeda.com/bidding>.

Under the new law, “engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature’s webpage at: <https://www.njleg.state.nj.us/bill-search/2022/S1889/bill-text?f=PL22&n=3>

A Proposer’s failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The contract may be extended for up to **two (2), six (6) month extension options** in the sole discretion of the CCRC at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the CCRC.

Contract extension, after the initial one (1) year term, will be dependent upon funding and review of the results of the required performance monitoring related to the system, including qualitative and quantitative analysis; the provision of customer and technical support; and, maintenance of database security and data integrity.

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 CCRC reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the CCRC 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 CCRC 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 CCRC'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 CCRC and shall be delivered to the CCRC upon thirty (30) Days' notice by the CCRC. With respect to software computer programs and/or source codes developed for the CCRC, except those modifications or adaptations made to Proposer or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the CCRC, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subcontractor hereby assigns to the

CCRC all rights, title and interest in and to any such material, and the CCRC 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 CCRC a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the CCRC 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 CCRC 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 CCRC 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 CCRC 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 CCRC. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the CCRC. 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 CCRC 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 CCRC from losses resulting from contractor employee theft, fraud or dishonesty). If the CCRC exercises this right, the results of the background check(s) must be made available to the CCRC for consideration before the employee is assigned to work on the CCRC's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on CCRC Projects. Refer to the National Institute of Standards and

5.8.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

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

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

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

d) The CCRC 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 CCRC receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the CCRC agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the CCRC'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 CCRC Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the CCRC with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The CCRC 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 CCRC, if the CCRC 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 CCRC does not exercise its rights described in Section 5.8.1.1(f), or if the CCRC 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 CCRC.

5.10 ADVERTISING

The Contractor shall not use the CCRC'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 CCRC.

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 CCRC with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its proposal.

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

All claims asserted against the CCRC 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 CCRC 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 CCRC'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 CCRC may take steps to terminate the contract in accordance with the CCRC's Contract For Professional Services Authority's Standard Contract, Exhibit A, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the CCRC 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 CCRC 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 CCRC 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 RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

5.14 INDEMNIFICATION

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

5.15 FORM OF COMPENSATION - INVOICING / PAYMENT:

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

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

- a) Invoice, to include a detailed description of the project task services performed, per the approved schedule.

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

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the CCRC, the failure to comply with the requirement does not materially affect the procurement or the CCRC 's interests associated with the procurement.

6.2 AUTHORITY'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

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

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

6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION

The CCRC 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 CCRC 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 CCRC/Authority's staff, management, and other state/local agencies and/or industry Subject Matter Experts (SME's) to evaluate, score and rank proposals received in response to this RFP under the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the CCRC as noted below, any and all Proposer contact with the CCRC/Authority is still not permitted.

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

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

Proposer may not attend the oral presentations of their competitors.

It is within the CCRC'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 CCRC 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 Propser will be based upon a determination of which proposal is the most favorable to the CCRC, 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 RFP. 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 lead planner's demonstrated qualifications and experience, including the percentage level of direct involvement to perform work against the resulting agreement and their experience providing the requisite services on assignments of similar size, scope and complexity, in addition to other contract specific staff.
- b. Experience of Proposer: The demonstrated qualifications and overall experience of the Proposer's planning, management, supervisory, and other key personnel to be assigned, including the percentage level of direct involvement to perform work against the resulting agreement and the Proposer's experience providing the requisite services on assignments of similar size, scope and complexity.
- c. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an

approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

6.7.2 Proposer's Fee Schedule

For evaluation purposes, bidders will be ranked and weighted according to the lowest total proposal price for the not to exceed price section (Fee 1 Section) of the Fee Schedule.

Hourly rates must be given in the event additional work might be required during the contract timeframe, not specified in the Scope of Work. The hourly rates will not be considered in the award weighting, unless there is an overall tie score.

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

6.7.3 PROPOSAL DISCREPANCIES

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

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the CCRC Board of Directors an award to the responsible Proposer whose proposal, conforming to this RFP, is most advantageous to the CCRC, price and other factors considered. The Evaluation Committee considers and assesses price, (with the assistance of the Procurement Department, as described below), technical criteria, and other factors during the evaluation process and makes a recommendation to the CCRC Board of Directors. The CCRC 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 CCRC reserves the right to negotiate price reductions with the selected Proposer.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Evaluation Committee will recommend, to the CCRC's Board of Directors, the responsible Proposer whose proposal(s), conforming to the RFP/Q, is/are most advantageous to the CCRC, price and other factors considered. The CCRC Board of Directors may accept, reject or modify the recommendation of the Evaluation Committee. The 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 CCRC's best interests and to maximize the CCRC's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price proposal in response to this RFP since the CCRC may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

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

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

6.9 PROTEST OF RECOMMENDED AWARD

Any Proposer may protest a vendor selection (an award) by the Capital City Redevelopment Corporation. 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 CCRC, 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 CCRC. 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 protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will make a recommendation to the CCRC Board of Directors for a final decision to award the contract. Should the protestor dispute the findings of the Hearing Officer Report, it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the CCRC's issuance of the report to refute the findings of the Hearing Officer.

It is the CCRC's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the CCRC's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the CCRC, the contract may be awarded. The CCRC 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 CCRC Board of Directors, to make a final decision for the award of the contract will be a final CCRC 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 responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the CCRC, price, and other factors considered, as determined by the CCRC, in its sole discretion. Any or all proposals may be rejected when the CCRC determines that it is in the public interest to do so.

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

Award of a contract for the services outlined in this RFP will be subject to the selected Proposer entering into a form of contract satisfactory to the CCRC. Proposers should refer to the specimen form of "*Contract for Professional Service*", attached to this RFP as *Exhibit A*. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract, in the proposal response.

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the CCRC by submitting its own separate and distinct company "*Standard Terms and Conditions*", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "*Standard Terms and Conditions*" with the proposal, as they will not be considered.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract, it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The CCRC shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP process, unless submitted during the "Questions and Answers Period". The CCRC shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A).

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding Proposer to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding 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 CCRC will not be binding on the CCRC.

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

Acceptance of a proposal and award of a contract is subject to the approval of the CCRC Board of Directors.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The Contract Manager is the 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 phone 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(s) are 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.