

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**REQUEST FOR QUALIFICATIONS/PROPOSALS**

**for**

**REAL ESTATE APPRAISAL SERVICES**

*(Reference RFQ/P #2020-RFQ/P-084)*

EVENT	DATE	TIME
<b>Electronic Questions Due Date</b> <i>(refer to RFQ/P Section 1.3.1 for more information)</i>	<b>09/04/2020</b>	<b>3:00 PM EST</b>
<b>Mandatory/Optional Pre-proposal Conference</b>	<b>N/A</b>	<b>N/A</b>
<b>Mandatory/Optional Site Visit</b>	<b>N/A</b>	<b>N/A</b>
<b>Proposal Submissions Due</b> <i>(refer to RFQ/P Section 1.3.4 for more information)</i>	<b>09/15/2020</b>	<b>3:00 PM EST</b>

All dates subject to change. Changes, if any, will be reflected in Addenda to the RFQ/P posted on the New Jersey Economic Development Authority's website at <https://www.njeda.com/IPMBidding>.

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

**RFQ/P Issued By:**

New Jersey Economic Development Authority  
 Internal Process Management Department – Procurement Section  
 36 West State Street  
 PO Box 990  
 Trenton, NJ 08625-0990  
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**TABLE OF CONTENTS**

**1.0 INFORMATION FOR BIDDERS ..... 5**

1.1 PURPOSE AND INTENT ..... 5

1.2 BACKGROUND..... 5

1.3 KEY EVENTS..... 6

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD ..... 6

1.3.1.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES..... 6

1.3.2 PRE-PROPOSAL CONFERENCE ..... 7

1.3.3 SITE VISIT ..... 7

1.3.4 PROJECTED MILESTONE DATES ..... 7

1.3.5 SUBMISSION OF PROPOSALS..... 7

1.3.5.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)..... 7

1.3.5.2 ELECTRONIC SIGNATURES..... 8

1.3.5.3 HARD COPY PROPOSAL SUBMISSION ..... 8

1.3.5.4 PRICE ALTERATION IN HARD COPY PROPOSALS ..... 9

1.4 ADDITIONAL INFORMATION..... 9

1.4.1 ADDENDA - REVISIONS TO THE RFQ/P ..... 9

1.4.2 PROPOSER RESPONSIBILITY..... 9

1.4.3 COST LIABILITY ..... 9

1.4.4 OPEN PUBLIC RECORDS ACT ..... 9

1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT ..... 10

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER PROPOSAL OPENING ..... 10

1.4.7 JOINT VENTURES..... 11

1.4.8 SUBCONTRACTORS/SUBCONSULTANTS..... 11

1.4.9 CONFLICT OF INTEREST ..... 11

1.4.10 PROPOSAL ACCEPTANCE AND REJECTION..... 12

**2.0 DEFINITIONS ..... 12**

2.1 GENERAL DEFINITIONS ..... 12

2.2 CONTRACT SPECIFIC DEFINITIONS ..... 14

**3.0 SCOPE OF WORK ..... 15**

3.1 GENERAL REQUIREMENTS ..... 15

3.2 PROJECT FUNDING AND FEES ..... 15

3.3 APPRAISAL REPORTS AND OPINIONS OF VALUE ..... 15

3.3.1 REAL PROPERTY..... 16

3.3.2 PERSONAL PROPERTY..... 16

3.3.3 BUSINESS PROPERTY ..... 16

3.3.4 UNIFORM STANDARDS OF PROFESSIONAL APPRAISALS PRACTICE ..... 16

3.3.5 OTHER APPRAISAL REPORTS..... 16

3.4 UPDATES TO AN APPRAISAL REPORT ..... 17

3.5 TASK ORDER REQUEST (TOR) PROCESS ..... 17

3.6 PROPERTY/SITE INSPECTIONS ..... 18

3.7 REAL ESTATE APPRAISAL REPORTS CONTENTS ..... 18

3.8 JUST COMPENSATION/EMINENT DOMAIN PROCEEDINGS..... 18

3.9 APPRAISAL REPORT TRANSMISSION..... 18

3.10 ADDITIONAL COPIES OF APPRAISAL REPORTS ..... 18

3.11 OWNER OFFER LETTER..... 18

3.12 SPECIAL APPRAISAL SERVICES..... 18

3.13 ON-LINE ORDERING CAPABILITIES ..... 19

**4.0 PROPOSAL PREPARATION AND SUBMISSION ..... 19**

4.1 GENERAL..... 19

4.1.1	NON-COLLUSION.....	20
4.2	PROPOSAL CONTENT AND SUBMISSION.....	20
4.2.1	VOLUME ONE – COVER LETTER.....	21
4.2.2	VOLUME ONE – TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH BID PROPOSAL).....	21
4.2.2.1	POTENTIAL PROBLEMS.....	23
4.2.3	VOLUME TWO - FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL).....	23
4.2.3.1	DELIVERY COSTS.....	24
4.2.3.2	CASH ON DELIVERY (COD) TERMS.....	24
4.2.3.3	PRICE ADJUSTMENT.....	24
4.2.4	SECTION THREE - REQUIRED COMPLIANCE DOCUMENTATION AND PRE/POST PROPOSAL SUBMISSIONS (MANDATORY SUBMISSIONS WITH THE BID PROPOSAL ARE NOTED).....	24
4.2.4.1	SIGNATORY PAGE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED).....	24
4.2.4.2	OWNERSHIP DISCLOSURE FORM (MANDATORY SUBMISSION WITH BID PROPOAL).....	25
4.2.4.3	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED).....	25
4.2.4.4	DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM.....	25
4.2.4.5	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC).....	25
4.2.4.6	SOURCE DISCLOSURE CERTIFICATION.....	26
4.2.4.6.1	BREACH OF CONTRACT.....	26
4.2.4.7	AFFIRMATIVE ACTION.....	26
4.2.4.8	SMALL BUSINESS SET ASIDE.....	27
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).....	27
4.2.4.10	PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT.....	28
4.2.4.11	NEW JERSEY STATE W-9.....	28
4.2.4.12	INSURANCE CERTIFICATES.....	28
4.2.4.13	BID SECURITY.....	28
<b>5.0</b>	<b>SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>28</b>
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	28
5.2	CONTRACT TERM AND EXTENSION OPTIONS.....	29
5.3	CONTRACT TRANSITION.....	29
5.4	CONTRACT AMENDMENT.....	29
5.5	CONTRACTOR RESPONSIBILITIES.....	29
5.6	SUBSTITUTION OF STAFF.....	29
5.7	OWNERSHIP OF MATERIAL.....	29
5.8	SECURITY AND CONFIDENTIALITY.....	30
5.8.1	DATA CONFIDENTIALITY.....	30
5.8.1.1	CONTRACTOR'S CONFIDENTIAL INFORMATION.....	31
5.9	NEWS RELEASES.....	31
5.10	ADVERTISING.....	32
5.11	LICENSES AND PERMITS.....	32
5.12	CLAIMS AND REMEDIES.....	32
5.12.1	CLAIMS.....	32
5.12.2	REMEDIES.....	32
5.12.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	32
5.13	ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	32
5.14	INDEMNIFICATION.....	33

5.15	FORM OF COMPENSATION - INVOICING/PAYMENT .....	33
<b>6.0</b>	<b>PROPOSAL EVALUATION .....</b>	<b>34</b>
6.1	RIGHT TO WAIVE.....	34
6.2	RIGHT OF FINAL PROPOSAL ACCEPTANCE .....	34
6.3	RIGHT TO INSPECT PROPOSER'S FACILITIES.....	34
6.4	RIGHT TO REQUEST FURTHER INFORMATION .....	34
6.5	PROPOSAL EVALUATION COMMITTEE.....	34
6.6	ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL .....	34
6.7	EVALUATION CRITERIA .....	34
6.7.1	TECHNICAL EVALUATION CRITERIA.....	35
6.7.2	PROPOSER'S FEE SCHEDULE .....	35
6.7.3	PROPOSAL DISCREPANCIES .....	35
6.7.4	EVALUATION OF PROPOSALS.....	35
6.8	NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	35
6.9	PROTEST OF RECOMMENDED AWARD.....	36
<b>7.0</b>	<b>CONTRACT AWARD .....</b>	<b>37</b>
<b>8.0</b>	<b>CONTRACT ADMINISTRATION.....</b>	<b>37</b>
8.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER .....	37
8.1.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER RESPONSIBILITIES .....	38

## **1.0 INFORMATION FOR BIDDERS**

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority (Authority, EDA) to solicit proposals for Real Estate Appraisal Services (Appraisal Services) for both commercial and residential properties.

### **1.1 PURPOSE AND INTENT**

The purpose of the RFQ/P is to solicit proposals from qualified, New Jersey-licensed real estate appraisal firms to provide Appraisal Services on an as-needed basis for properties located in the State of New Jersey. Property acquisitions may occur by purchase and/or condemnation through the exercise of the Authority's power of eminent domain. The Authority may also require services related to its present or prospective leasehold or leased fee interest properties. The required services are detailed in Section 3.0 of the RFQ/P.

The intent of the RFQ/P is to award three (3) year Contract(s) with the possibility of two (2) one (1) year extension options to a maximum of five (5) Contracts for Northern New Jersey and five (5) Contracts for Southern New Jersey to those respondents whose Proposals, conforming to the requirements of the RFQ/P, are most advantageous to the Authority, price and other factors considered. Contractors will be utilized on an as-needed basis pursuant to the engagement process detailed in Section 3.5.

Proposers may submit a Proposal for one or both Regions.

Proposers should note that awarded Contractors resulting from this RFQ/P will be engaged through Task Order Requests (TOR), as detailed in Section 3.5. The Authority makes no representation or guarantee as to: (i) the actual number or identity of the properties for which Appraisal Services will be required or (ii) the timing and sequence of the need for Appraisal Services.

The RFQ/P requires the Proposer to submit all licenses and any other standard industry certifications required to provide appraisals in the State of New Jersey.

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

The Authority reserves the right to separately procure individual requirements for the subject services during the term of the Contract, when deemed to be in its best interest.

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

### **1.2 BACKGROUND**

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

The New Jersey Economic Development Authority serves as the State's principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and

dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the New Jersey Economic Development Authority has provided more than \$28.4 billion dollars in assistance to over 13,500 projects. These projects have created an estimated 376,387 jobs within the State. In 2018, the Authority provided over \$760 million dollars in assistance to four hundred eighty-eight (488) projects and created more than 6,400 new full-time jobs and 2,370 construction jobs. In fact, since 1979, we've developed over 10 million square feet of new and renovated space, valued at more than \$1.5 billion dollars.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will accept written questions and inquiries from all potential Proposers electronically, via e-mail to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com), up to the cut-off date listed on the cover page of the RFQ/P. Telephone calls/faxes shall not be accepted. The subject line of the e-mail should be as follows:

**“QUESTIONS – 2020-RFQ/P-084 - REAL ESTATE APPRAISAL SERVICES”**

Questions should be directly related to the RFQ/P and asked in consecutive order, following the configuration of the RFQ/P. Each question should begin with reference to the RFQ/P page and section number to which it relates.

A Proposer must not contact the Authority's requesting department or any other staff/Board member directly, in person, by telephone or by e-mail concerning the RFQ/P.

The cut-off date for electronic questions and inquiries relating to the RFQ/P is indicated on the cover page of the RFQ/P.

All questions received and answers given in response to the RFQ/P will be provided in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/IPMBidding>, after the posted cut-off date. See Section 1.4.1 of the RFQ/P for detailed information.

#### 1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES

Proposers should refer to the Authority's Contract for Professional Services attached to the RFQ/P as Exhibit A. Proposers are strongly encouraged to carefully review this document. **All questions, exceptions and/or requested modifications to the Authority's Contract for Professional Services, Exhibit A, must be submitted in the form of a question ONLY during the Electronic Question and Answer Period established for this solicitation.** The question should contain the Proposer's suggested modifications and the reason for such. The Authority shall be under no obligation to grant any exceptions or accept any requested modifications to the Contract for Professional Services, Exhibit A. Clarifications/revisions, if any, will be made via Addendum (see Section 1.4.1 of the RFQ/P for detailed information).

**The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the Authority by submitting its own, separate and distinct terms and conditions, engagement letters, agreements or forms in response to this**

**solicitation.** The Proposer shall not submit its own Standard Terms and Conditions with the Proposal, as they will not be considered.

### **1.3.2 PRE-PROPOSAL CONFERENCE**

Not applicable to this solicitation.

### **1.3.3 SITE VISIT**

Not applicable to this solicitation.

### **1.3.4 PROJECTED MILESTONE DATES**

The following dates are provided for planning purposes only. This is an estimated timeline and does not represent exact dates by which the Authority will take action.

- Q&A Period Ends: Friday, September 4, 2020, at 3:00 PM (EST)
- Addendum with Q&A Responses (if any): Tuesday, September 8, 2020, at 5:00 PM (EST)
- **Proposals Due: Tuesday, September 15, 2020, at or before 3:00 PM (EST)**
- Recommendation for Award: Friday, November 13, 2020, Authority Board meeting
- Contract Execution: January 2021

### **1.3.5 SUBMISSION OF PROPOSALS**

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

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

Proposers shall submit a complete, signed electronic proposal in Adobe Acrobat Reader .pdf read-only format. The submission must be viewable by Authority evaluators.

The subject line of the proposal and all associated documents submitted must be clearly labeled. **Each file/document uploaded (proposal, attachments, submittals, etc.) should be named using the following format:**

***“Proposer’s Company Name – Bid Submission 2020-RFQ-084 – Real Estate Appraisal Services –File/Document Title”***

**Fee Schedule submissions (Section 4.2.3) must be uploaded separately and not included in other file/document submissions.**

**Electronic proposal submissions must be uploaded to the Authority’s ShareFile application using the following link:**

<https://njeda.sharefile.com/r-rb6ed02361dd40e4a>

**Note:** Copy and paste the ShareFile link above into your web browser, press enter and provide information as prompted.

**It is highly recommended that you initiate upload of your Proposal a minimum of four (4) hours prior to the due date and time.** This will allow time to identify and troubleshoot

any issues that may arise when using the ShareFile application. The Authority shall not be responsible for data transfer delays.

Questions regarding the electronic submission of proposals (upload of documents) may be directed to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com).

#### **1.3.5.2 ELECTRONIC SIGNATURES**

Proposers submitting Proposals electronically may sign the forms indicated in Section 4.2.4 of this RFQ/P electronically. The Authority will accept the following types of electronic signatures:

- A.** Within Microsoft Word an individual can go to the “Insert” menu then, in the “Text” section select “Add a Signature Line” and enter the signer information.
- B.** Within Adobe Acrobat DC, go to the “Tools” ribbon and select “Fill & Sign”, click “Sign yourself”, then “Add Signature” and enter the signer information.

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

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

#### **1.3.5.3 HARD COPY PROPOSAL SUBMISSION**

If submitting a hard copy proposal, it must be delivered in a sealed envelope/package, clearly labeled with the RFQ/P Number, Title, proposal due date and proposer name and address, as indicated below.

2020-RFQ/P-084 – Real Estate Appraisal Services  
Proposal Due Date  
Proposer’s Name and Address

In addition to submitting one (1) original proposal with all required signatures in ink, Proposers must include three (3) duplicate copies of the proposal for evaluation purposes.

**Hard copy proposals must be delivered to the following address:**

**Holly Morgan, Senior Procurement Officer  
New Jersey Economic Development Authority  
36 West State Street  
Trenton, NJ 08625-0990  
609-858-6700**

Directions to this location can be found at <https://www.njeda.com/contact>.

The Authority shall not be responsible for delivery/postal service delays. Postmark dates will not be considered in honoring date and time of receipt. Proposers using the United States Postal Service for delivery should allow additional time to ensure the proposal is received on time, since postal deliveries are not routed directly to the Authority.

**Proposals submitted by facsimile (fax) will not be considered.**

**Proposals not received by the due date and time specified on the Cover Page of the RFQ/P shall not be considered, regardless of method of submission.**



#### **1.3.5.4 PRICE ALTERATION IN HARD COPY PROPOSALS**

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

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA - REVISIONS TO THE RFQ/P**

Clarifications and/or revisions to the RFQ/P, if any, will be made via Addendum. All Addenda will become part of the RFQ/P and any resulting Contract(s).

**All Addenda will be posted to the Authority’s website, under the topic “Bidding Opportunities, IPM Administrative Goods & Services, 2020-RFQ/P-084 – Real Estate Appraisal Services”. The link is <https://www.njeda.com/IPMBidding>.**

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

#### **1.4.2 PROPOSER RESPONSIBILITY**

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

#### **1.4.3 COST LIABILITY**

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

#### **1.4.4 OPEN PUBLIC RECORDS ACT**

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

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

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

The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the Proposer accordingly. Any proprietary and/or confidential information, as determined by the Authority, in a Proposal will be redacted by the Authority. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to a Proposer's assertion of confidentiality with which the Authority does not agree, the Proposer shall be solely responsible for defending its designation, but, in doing so, all costs and expenses associated therewith, including, but not limited to, any costs incurred by the Authority, shall be the responsibility of the Proposer. The Authority assumes no such responsibility or liability.

To prevent delay in consideration of the Proposal or response to a request for documents, the Proposer is required to respond to any request regarding confidentiality markings within three (3) business days. If a response is not received by the designated date and time, the Authority will be permitted to release a copy of the Proposal, with the Authority making the determination regarding what may be proprietary or confidential.

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

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

#### **1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT**

On the date and time, proposals are due under the RFQ/P, all information concerning 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 Proposers submitting proposals will be publicly announced and the contents of the proposals shall remain proprietary and/or confidential until a Conditional Notice of Award is issued.

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

#### **1.4.6 PROPOSAL ERRORS – BEFORE & AFTER PROPOSAL OPENING**

A Proposer may withdraw its Proposal as described below.

A Proposer may request that its Proposal be withdrawn prior to the proposal opening. Such request must be submitted in writing, via e-mail to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com), and reference the company name, RFQ/P number, Title and how the Proposal was submitted (i.e. electronic or hard copy). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

If the withdraw request is granted, the Proposer may submit a revised hard copy or upload a revised Proposal to the ShareFile link provided in Section 1.3.5.1, as long as the proposal is received prior to the announced submission due date and time as indicated on the Cover Page of the RFQ/P. Hard copy Proposals granted withdrawal will be returned to the Proposer unopened. Electronically submitted proposals granted withdrawal will not be opened and will not be evaluated by the Authority.

If, after the proposal submission opening but before contract award, a Proposer discovers an error in its proposal, the Proposer may make a written request to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com), referencing the Company Name, RFQ/P Number and Title, and how the proposal was submitted (i.e. electronic or hard copy) for authorization to withdraw its proposal from consideration for award. The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting withdrawal of the proposal. After the proposal submission opening, pursuant to the provisions of this section, the Proposer may request to withdraw its Proposal from consideration and the Authority may, in its sole discretion, grant the withdrawal request. The Authority may also take note of repeated or unusual withdrawal requests by a Proposer and take those prior requests to withdraw into consideration when evaluating that 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 a written notice to the Proposer. The Proposer will have five (5) business days following receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn and shall be given no further consideration.

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

#### **1.4.7 JOINT VENTURES**

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

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

Proposals which employ the use of subconsultants and/or subcontractors to satisfy the requirements the RFQ/P and resulting Contract shall not be considered. Proposers shall note that all references to subcontractors/subconsultants in all RFQ/P documents shall be read as though the words are stricken and removed.

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

**The Proposer must disclose and describe in its Proposal any conflict(s) of interest that may exist** with either its personnel or any subcontracting personnel that will be assigned to perform work against the resulting Contract. Such conflicts include a direct, familial or personal monetary interest and/or any prior or existing personal/professional relationship with the Authority.

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

Pursuant to Section 3.5, the Authority will issue, via e-mail, a Task Order Request (TOR), Exhibit B1, to the Appraiser selected for the project, identifying the property (real property, personal property, business property) to be appraised and the appraisal problem to be addressed. Each TOR will be accompanied by an Authority "Conflict of Interest" – Exhibit form to identify and resolve any conflicts of interest that may exist for a specific property/appraisal project.

#### **1.4.10 PROPOSAL ACCEPTANCE AND REJECTION**

The Authority reserves the right to reject any and all proposals, to request redefined proposals from any Proposer, to schedule interviews with none, all or only the most highly qualified Proposers (as determined by the Authority) or to request clarifications of any portion of the proposals received. Further, the Authority reserves the right, in its sole discretion, to waive minor elements of noncompliance to the requirements outlined in the RFQ/P in any proposal. The Authority retains the discretion to modify, expand or delete any portion of the RFQ/P or terminate the RFQ/P process at any time.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any Contract awarded and/or order placed as result of the RFQ/P.

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

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

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

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

**Authority Board of Directors (Board)** – Panel responsible for management of all Authority operations.

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

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

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

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

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

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

**Contract** - The Authority's Contract for Professional Services, the RFQ/P, any Addenda to the RFQ/P, and the Proposal submitted by the Contractor in response to the RFQ/P, as accepted by the Authority.

**Contractor** – The Bidder/Proposer awarded a Contract resulting from the RFQ/P. See also “Vendor”.

**Director** – The Director of the New Jersey Economic Development Authority's Internal Process Management Department.

**Evaluation Committee** – The Committee established, or Authority staff member assigned by the Director of the requesting department, to review and evaluate proposals submitted in response to the RFQ/P and recommend a Contract award.

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

**Internal Process Management Department - Procurement Section (IPM Procurement)** – The purchasing section of the Internal Process Management 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, but not mandatory.

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

**Request for Qualifications/Proposals (RFQ/P)** – The series of documents that establish the Authority's bidding and contract requirements and is used to solicit proposals. It includes the Request for Qualifications/Proposals, Contract for Professional Services, Fee/Price Schedule, Attachments and Addenda.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in rejection of a proposal as nonresponsive.

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

**State** – The 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 performance of a Task.

**Subcontractor** – An entity having an arrangement with an Authority Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Contract with the Authority, while the Contractor retains full responsibility for the performance of all of its obligations under the Contract, including payment to the subcontractor. The subcontractor has no legal relationship with the Authority, only with the Contractor.

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

**Task Order Request (TOR) Form** – A project specific form that will be sent to the Contractor identifying the property (real property, personal property, business property) to be appraised and the appraisal problem to be addressed.

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

**Vendor** – An individual or business entity contracted to do business with the New Jersey Economic Development Authority. See also “Contractor”.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

### **3.0 SCOPE OF WORK**

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

#### **3.1 GENERAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

A Basic Appraisal of subject premises shall be provided in summary report format, prepared in conformance with Title XI of FIRREA and in accordance with the Uniform Standards of Professional Appraisal Practice employing the three approaches to value, as applicable. Summary reports should value the property in its remediated condition in compliance with the requirements of the New Jersey Department of Environmental Protection and assume that there is no contamination requiring remediation, clean-up or removal in, on or under the property. The appraisal shall also assume clear

title. A Basic Appraisal may also need to value improvements, as applicable, and include one or more of the following values as directed by the Authority or its legal counsel:

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

### **3.3.1 REAL PROPERTY**

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

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

### **3.3.2 PERSONAL PROPERTY**

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

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

### **3.3.3 BUSINESS PROPERTY**

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

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

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

Appraisal reports and opinions shall be in accordance with:

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

### **3.3.5 OTHER APPRAISAL REPORTS**

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

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



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

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

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

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

The Authority will issue, via e-mail, a Task Order Request (TOR), Exhibit B1, to the Appraiser on a rotating basis for either the Northern or Southern New Jersey Region, identifying the property (real property, personal property, business property) to be appraised and the appraisal issue to be addressed.

Unless otherwise directed in the TOR, the Appraiser should value real property as if it is completely remediated. If the TOR provides that the Appraiser should adjust the value of the property due to its environmental condition and if, in the Appraiser's judgment, the environmental condition affects the fair market value of the property, then the Appraiser shall set forth in its appraisal report the value of the property as if it were remediated.

- A. The Authority will provide documents in its possession which may include:
  - i. Site plan(s).
  - ii. Title report, legal description and the last recorded deed for the property to be appraised.
  - iii. An environmental assessment report for the property. The report may identify whether any environmental contamination is known to exist on a parcel and, if so, the estimated remediation cost.
- B. The TOR will specify any required deadlines (e.g., site inspection by a certain date, report submission by a certain date).
- C. The TOR will state which other parties may rely on the appraisal report (e.g., current property owner, financing institution, for litigation purposes).
- D. The TOR will state to whom at the Authority the appraisal should be addressed.
- E. The Contractor next in rotation for the Region will receive a TOR. The Contractor must review the TOR to determine that no conflict of interest exists for the subject appraisal, then return a signed Task Order Request (TOR) - Conflict of Interest Certification Statement, Exhibit B2, to the Authority's Designated Contract Manager within one (1) to three (3) business days.
- F. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority's Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a lump sum cost estimate, by positions and All-inclusive Hourly Rates consistent with the Contractor's submitted Fee Schedule, to prepare the appraisal report or complete the Special Appraisal Services. The Authority will approve the cost estimate or revise the estimate as it sees fit.

- i. If mutual agreement on the cost estimate cannot be reached, the Authority will issue a TOR to the next Contractor in rotation. If the secondary Contractor's cost estimate is the same as or more than that of the Contractor to which the initial TOR was issued, the Authority will go back to the initial Contractor and issue the TOR to the initial Contractor. If the secondary Contractor's cost estimate is below that of the initial Contractor, the TOR will be issued to the secondary Contractor.

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

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

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

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

Unless otherwise specified in the TOR, real property appraisal reports must include the information listed in Exhibit C, Real Estate Appraisal Report Content.

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

If specified in the TOR, appraisal reports should enable the Authority to offer the property owner(s) "just compensation", as defined by New Jersey law in eminent domain proceedings.

### **3.9 APPRAISAL REPORT TRANSMISSION**

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

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

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

### **3.11 OWNER OFFER LETTER**

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

### **3.12 SPECIAL APPRAISAL SERVICES**

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

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

services. The Appraiser shall assign personnel with the appropriate skill level to provide written answers to any questions raised by property owner(s) during negotiations with the Authority, or by the Authority or its counsel. Such answers shall be directed to the Authority; the Authority will then respond to the owner(s).

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

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

### **3.13 ON-LINE ORDERING CAPABILITIES**

Not applicable to this solicitation.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

Proposals that conflict with the terms and conditions contained in the RFQ/P and/or in the Authority's Contract for Professional Services, Exhibit A, as may be amended by Addenda, or that diminish the Authority's rights under any Contract resulting from the RFQ/P will be considered null and void. The Authority is not responsible for identifying conflicting terms and conditions before issuing a Contract award. If, prior to the Conditional Notice of Award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw the conflicting term or condition 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 RFQ/P, the term or condition of the Authority's Contract for Professional Services, Exhibit A, and/or the Authority's RFQ/P will prevail.
- B.** If the result of the application of a supplemental term or condition included in the proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

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

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFQ/P. If a preprinted or other document included as part of the proposal contains a URL, a printed copy of the URL page shall be provided and will be considered part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal, unless a copy of those URL pages is also provided.

#### 4.1.1 NON-COLLUSION

By submitting a proposal, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer.
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of its Proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer and will not be disclosed before the proposal submission opening.
- 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 its Proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- D. The Proposal is made in good faith and not pursuant to any agreement, 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 government agency and have not, in the last four (4) years, been convicted or found liable for any act prohibited by State or Federal law, in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### 4.2 PROPOSAL CONTENT AND SUBMISSION

Proposals must contain the following documentation and should be submitted in **three (3) separate volumes**, with each volume labeled and containing the following content:

##### A. Volume One

- i. Cover Letter
- ii. **Mandatory Submissions with Bid Proposal**
  - Technical Proposal
  - Organization Qualifications
  - Experience
  - Miscellaneous Information

##### B. Volume Two

- i. **Mandatory Submission with Bid Proposal**
  - Fee Schedule

##### C. Volume Three

- i. **Mandatory Submission with Bid Proposal**
  - Signatory Page
  - Ownership Disclosure Form
  - Disclosure of Investment Activities in Iran
  - Disclosure of Investigations and Other Actions Involving Bidder Form
- ii. **Requested Submission with Bid Proposal, Required Prior to Contract Award**
  - New Jersey Business Registration Certificate (NJBRC)
  - Source Disclosure Certification

- Affirmative Action: Certificate of Employee Information Report; or Federal Letter of Approval of Affirmative Action Plan; or State of New Jersey Employee Information Report (Form AA302)
- Set Aside Information Form Goods & Services
- Set-Aside Compliance Certificate Goods & Services
- Two-Year Vendor Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions
- Internal Revenue Service Form W-9
- Insurance Certificates
- Subcontractor Utilization Form (if applicable)

**4.2.1 VOLUME ONE – COVER LETTER**

The Proposer should submit a cover letter summarizing its Proposal and including the full company name and address as well as the name, e-mail address and telephone number of the individual who will be the Proposer’s primary contact. The letter should also indicate the Proposer’s state of incorporation, whether it is operating as an individual proprietorship, partnership, corporation or joint venture and identify all subcontractors/subconsultants.

**4.2.2 VOLUME ONE – TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH BID PROPOSAL)**

In this volume, the Proposer must set forth its understanding of the requirements of the RFQ/P and its ability to successfully complete the Contract.

The Proposer shall describe its approach and plans for accomplishing the work detailed in Section 3.0. The Proposer must include information relating to its organization, personnel and experience, including references evidencing the Proposer’s qualifications and capability to perform the services required by the RFQ/P, along with contact names and telephone numbers for each reference.

This volume of the proposal must, at minimum, contain the information identified below, in the order listed.

- I. Proposer’s Prior Experience and Qualifications*
- II. Management Overview and Technical Approach*
- III. Key Team Member List*
- IV. Resumes of Key Team Members*
- V. References*
- VI. Licenses and Designations*

The Proposer should include the level of detail it deems necessary to assist the Evaluation Committee in its review of the Proposal.

**A more detailed description of the items required in the technical proposal follows:**

- I. Proposer’s Prior Experience and Qualifications***
  - A. A project list or narrative for each Region, Northern New Jersey and/or Southern New Jersey, for which the Proposer would like to be considered to provide services, which identifies appraisals completed within the last five (5) years and specifies the location and type of appraisal work (project) undertaken.***
  - B. A list of any State Agencies, Departments and/or Authorities serviced by the Proposer during the last three (3) years.***

- C. *A description of the Proposer's experience working with properties owned by public entities, particularly in dealing with condemnation issues.*
- D. *Evidence that both the Lead Appraiser and the Proposing firm have a minimum of five (5) years of real estate appraisal experience, knowledge and familiarity with the industry.*

## **II. Management Overview and Technical Approach**

*The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format. The Proposer must describe its specific plans to manage the Contract to ensure satisfactory completion according to the requirements of the RFQ/P. Plans should include the Proposer's plans to work in collaboration with the Authority's designated contact(s). The narrative should convince the Authority that the Proposer understands the objectives the engagement is intended to meet, the nature of the required services and the level of effort necessary to successfully complete the requirements of the RFQ/P.*

*The Proposer must include the following in its technical approach:*

- A. *Proposer's approach and plans to undertake and complete the Contract.*
- B. *The level of direct involvement that the Lead Appraiser is expected to have on each appraisal project.*
- C. *A typical schedule of the steps, timeframe and number of staff that would be involved in completing a Basic Appraisal.*

*Mere reiterations of the tasks set forth in the Scope of Work are strongly discouraged, as they do not provide insight into the Proposer's ability to complete the engagement. The Proposer's response in this section should be designed to convince the Authority that the Proposer's general approach and plans to provide the required services are realistic, attainable and appropriate to the tasks involved and they will lead to successful completion of the Contract.*

## **III. Key Team Member List**

*The Proposer must list each contract-specific key team member that identifies all personnel projected to perform work on the Contract. **The Lead Appraiser(s) must be clearly identified for each Region.***

*For the purposes of this engagement, a "key team member" is a principal, partner or officer of the Proposer, and/or a Project Manager, Lead Appraiser and/or Appraiser, identified as having a responsible role in successful completion of the required services, and who generally spends or is expected to spend twenty percent (20%) or more of his/her time on this engagement.*

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

## **IV. Resumes/Bios of Key Team Members**

*A resume/bio shall be submitted for each key team member who will or is expected to perform work on this Contract. Resumes/bios should emphasize the qualifications and experience of the individual relevant to the Scope of Work of the RFQ/P.*

*Resumes/bios should include the following:*

- A. Education, degrees, professional certifications and/or licenses*
- B. Employment history*
- C. List of type of appraisal assignments completed*

#### **V. References**

*The Proposer must provide a minimum of three (3) client references applicable to the Scope of Work detailed in Section 3.0 of the RFQ/P, including the client name, contact name, title, telephone number and e-mail address.*

*The client references provided should be persons who can address the Proposer's abilities, interactions and overall effectiveness/success in providing services.*

#### **VI. Licenses and Designations**

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

#### **4.2.2.1 POTENTIAL PROBLEMS**

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

#### **4.2.3 VOLUME TWO - FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)**

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

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying the RFQ/P. The use of any other identifier may result in the Proposal being deemed nonresponsive.

All pricing shall remain firm for the initial three (3) year term of the Contract. The Proposer may indicate an annual percentage price escalator for the two (2), one (1) year Contract extension options in the space provided on the Fee Schedule. If the Proposer is not including a price escalator, it should indicate "N/A" in the space provided. If the price escalator space on the Fee Schedule is left blank, it will be read as though no escalation is included in the proposed pricing and pricing shall remain firm throughout any contract extensions.

**Note:** Failure to submit hourly rate pricing or altering the format of the Fee Schedule will result in the proposal being considered nonresponsive. Merely attaching the Proposer's billing schedule or price list is not acceptable.

For each TOR, the Appraiser will be asked to submit a not-to-exceed total price, based on the All-inclusive Hourly Rates specified on the Fee Schedule for the Position/Title listed and the total number of hours each Position/Title will require to complete the appraisal. Billing will be based on actual hours expended on a given project, as provided on the TOR.

**Important:** if the Proposer is uncertain of the fees to be indicated on the Fee Schedule or if it intends to assess fees in addition to those indicated therein, it should submit an inquiry during the Questions and Answers Period designated for this solicitation. Proposers shall not add additional positions/titles or fees to the Fee Schedule unless specifically added as the result of an Addendum issued for this solicitation.

#### **4.2.3.1 DELIVERY COSTS**

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

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

#### **4.2.3.2 CASH ON DELIVERY (COD) TERMS**

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

#### **4.2.3.3 PRICE ADJUSTMENT**

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

### **4.2.4 SECTION THREE - REQUIRED COMPLIANCE DOCUMENTATION AND PRE/POST PROPOSAL SUBMISSIONS (MANDATORY SUBMISSIONS WITH THE BID PROPOSAL ARE NOTED)**

See below and refer to the Proposer's Checklist at <https://www.njeda.com/IPMBidding> for all mandatory compliance documentation required to be submitted **with the proposal (mandatory submission with bid proposal)** and all other documents required prior to Contract award. **Proposers are encouraged to submit all compliance documents with the proposal. Failure to submit the mandatory compliance documents, signed with the bid proposal, will result in rejection of the proposal.**

#### **4.2.4.1 SIGNATORY PAGE (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)**

The Proposer shall complete, including signature of an authorized representative of the Proposer, and submit the Signatory Page accompanying the RFQ/P. If the Proposer is a



limited partnership, a Signatory Page must be signed by each general partner. **Failure to submit the signed Signatory Page will result in rejection of the proposal as nonresponsive.**

**Note:** A Proposer's signature on the Signatory Page shall not serve as a certifying signature on any other mandatory compliance documents.

#### **4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY SUBMISSION WITH BID PROPOAL)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. **Failure to submit a completed Ownership Disclosure Form with the proposal will result in the rejection of the proposal.** If any ownership change has occurred within six (6) months of the last submission, a current Ownership Disclosure Form must be completed and submitted with the proposal.

**Note:** If the Proposer is a limited partnership, an Ownership Disclosure Form must be completed by each general partner. If the Proposer is a joint venture, an 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 (MANDATORY SUBMISSION WITH BID PROPOSAL, SIGNED)**

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

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

#### **4.2.4.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM**

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

#### **4.2.4.5 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC)**

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

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

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 Certificate with the New Jersey 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 its New Jersey Business Registration Certificate as required pursuant to Section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those Sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each New Jersey Business Registration Certificate not properly provided for 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, prior to an award of any Contract primarily for services, the Proposer is required to submit a completed Source Disclosure Form. The Proposer's inclusion of the completed Source Disclosure Certification form with the proposal is requested and advised.

**A Proposer's failure to submit sourcing information when requested by the Authority shall preclude award of a Contract.**

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

#### **4.2.4.7 AFFIRMATIVE ACTION**

The intended awardee(s) must submit a copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval of Affirmative Action Plan verifying it is operating under a Federally approved or sanctioned Affirmative Action program. If the intended awardee(s) is not in possession of either a New Jersey Certificate of Employee

Information Report or a Federal Letter of Approval it must complete the State of New Jersey, Division of Purchase & Property, Contract Compliance Audit Unit EEO Monitoring Program Employee Information Report (Form AA302), located at the following website:

[http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **4.2.4.8 SMALL BUSINESS SET ASIDE**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a Set-Aside Plan for Small Business Enterprises (SBE). The Authority encourages the participation of SBE firms as registered with the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit for the services required in the RFQ/P. Information regarding SBE registration and MBE, WBE, VOB and DVOB certification may be obtained by contacting the Unit at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820, or online via the following website:

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

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

#### **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 Authority shall not enter into a contract to procure from any business entity services, materials, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500 if that business entity has solicited or made any contributions of money or pledge of contributions, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor to any state, county, municipal political party committee, or any legislative leadership committee during certain specified time periods.
- B.** Prior to awarding any contract or agreement to any business entity, the business entity proposed as the intended awardee of the Contract shall submit the Two-Year Vendor Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the business entity and reporting all contributions the business entity made during the preceding four (4) 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 Conditional Notice of Award, the intended awardee shall submit to the Authority, in care of the Internal Process Management Department - Procurement Section, the Two-Year Vendor Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form within five (5) business days of the Authority's request. **Failure to submit the required form will preclude award of a Contract under the RFQ/P, as well as future contract opportunities.**

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

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

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

#### **4.2.4.11 NEW JERSEY STATE W-9**

Prior to award of a Contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at: <https://www.njeda.com/Bidding-Opportunities-General/Forms.-Registrations-Certifications>.

#### **4.2.4.12 INSURANCE CERTIFICATES**

The Contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this Contract, naming the Authority as an Additional Insured. Refer to paragraph 8 of the Authority's Contract for Professional Services, Exhibit A, accompanying the RFQ/P.

#### **4.2.4.13 BID SECURITY**

Not applicable to this solicitation.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The Contract awarded as a result of the RFQ/P shall consist of the RFQ/P, Addenda to the RFQ/P, the Proposer's Proposal, any Best and Final Offer and the Authority's Contract for Professional Services, Exhibit A.

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

In the event of a conflict between the provisions of the RFQ/P, including the Authority's Contract for Professional Services, Exhibit A, and any Addendum to the RFQ/P, the Addendum shall govern.

In the event of a conflict between the provisions of the RFQ/P, including any Addendum to the RFQ/P, or the Authority's Contract for Professional Services, Exhibit A, and the Proposer's Proposal, the

RFQ/P and/or Addendum and the Authority's Contract for Professional Services, Exhibit A, shall govern.

## **5.2 CONTRACT TERM AND EXTENSION OPTIONS**

The term of the Contract shall be for a period of three (3) years with two (2), one (1) year extension options, to be exercised at the sole discretion of the Authority and dependent on funding, at the same terms and conditions. An annual percentage price escalator may be in effect for the two (2), one (1) year Contract extension options, as indicated by the Proposer on the Fee Schedule submitted for this RFQ/P.

## **5.3 CONTRACT TRANSITION**

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

## **5.4 CONTRACT AMENDMENT**

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

## **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

## **5.6 SUBSTITUTION OF STAFF**

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

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual proposed as substitute has qualifications and experience equal to or better than the individual 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, video or audio recordings, pictures, drawings, analyses, graphic representations, software applications and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) calendar days' notice by the Authority. With respect to software applications and/or source codes developed for the Authority, except those modifications or adaptations made to Proposer or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software applications and/or source codes developed. To the extent that any such materials may not, by operation of the law, be a work for hire in accordance with the terms of this Contract, the Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Proposer anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of Section 5.7 of the RFQ/P shall prevail. If the Proposer identifies such intellectual property (Background IP) in its Proposal, then the Background IP owned by the Proposer on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon Contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the Contract.

## **5.8 SECURITY AND CONFIDENTIALITY**

### **5.8.1 DATA CONFIDENTIALITY**

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

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

When requested, the Contractor and all project staff including its Subcontractors must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employee's start date.

The Authority reserves the right to obtain or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from Contractor employee theft, fraud or dishonesty). If the Authority exercises this right, results of the background checks must be made available to the Authority for consideration before the employee is assigned to work on the project. Prospective employees with positive criminal backgrounds for cyber-crimes will not

be approved to work on Authority projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### **5.8.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION**

- A.** The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.
- B.** By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in the Contractor's Proposal as Contractor Confidential Information (Background IP). 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: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) 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; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.
- D.** The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.
- E.** In the event that the Authority receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide the Contractor with as much written notice as is reasonably practicable and the Authority's intended response to such order of law. The Contractor shall take any action it deems appropriate to protect its documents and/or information.
- F.** If the Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, it agrees to provide the Authority with as much written notice as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information.
- G.** Notwithstanding the requirements of nondisclosure described in Sections 5.8.1 and 5.8.1.1 of the RFQ/P, either party may release the other party's Confidential Information: (i) if directed to do so by a court or arbitrator of competent jurisdiction; (ii) pursuant to a lawfully issued subpoena or other lawful document request; (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8.1.1(e), of the RFQ/P or if Contractor is unsuccessful in defending its rights as described in Section 5.8.1.1(e) of the RFQ/P; or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.8.1.1(f) of the RFQ/P, or if the Authority is unsuccessful in defending its rights as described in Section 5.8.1.1(f) of the RFQ/P.

#### **5.9 NEWS RELEASES**

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

#### **5.10 ADVERTISING**

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

#### **5.11 LICENSES AND PERMITS**

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

#### **5.12 CLAIMS AND REMEDIES**

##### **5.12.1 CLAIMS**

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

##### **5.12.2 REMEDIES**

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

##### **5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

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

#### **5.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

All work shall be authorized by a Task Order Request form, including additional work to a previously approved Task Order Request form.

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

If additional work and/or special projects are required, the Contractor must present a written proposal to perform the additional work to the Authority's Designated Contract Manager. The proposal should provide justification for the necessity of the additional work and the cost to complete the additional work.



The Contractor's written Proposal must provide a detailed description of the additional 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 indicated on the Contractor's Fee Schedule submitted with its Proposal. The price schedule must indicate a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to price indicated on the Contractor's Fee Schedule submitted with its 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 projects may commence without the Authority's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Authority's written approval, it shall be at the Contractor's sole risk. The Authority shall be under no obligation to pay for work performed without the Authority's written approval.

#### **5.14 INDEMNIFICATION**

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

#### **5.15 FORM OF COMPENSATION - INVOICING/PAYMENT**

The Contractor shall submit invoices to the Authority's Designated Contract Manager, upon successful completion of each approved TOR .

The Authority will make prompt payment to the Contractor of any non-disputed invoices submitted with satisfactory supporting documentation.

Invoices submitted for payment must include:

- A.** The Task Order Request number for the services being invoiced
- B.** A list of all services provided for the appraisal project/service authorized by the approved TOR, with the Contracted pricing indicated, as per the Contractor's Fee Schedule
- C.** A detailed description of the services performed for the appraisal report/Special Appraisal Service invoiced

The Authority will reimburse the Contractor for overnight delivery services only if the Authority requests such delivery.

The Authority will not accept invoices for mileage, travel time and expenses, meals, lodging, accommodations, postage or other expenses or overhead unless agreed to, in writing, prior to the expenses being incurred.

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

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

- A.** The requirement is not mandated by law.
- B.** All otherwise responsive proposals failed to meet the requirement.
- C.** If, in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

### **6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

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

### **6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES**

Not applicable.

### **6.4 RIGHT TO REQUEST FURTHER INFORMATION**

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

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management and other state/local agencies and/or industry Subject Matter Experts (SME) to evaluate, score and rank proposals received in response to the RFQ/P under the criteria established herein.

### **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

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

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

### **6.7 EVALUATION CRITERIA**

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

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to the RFQ/P. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

#### **6.7.1 TECHNICAL EVALUATION CRITERIA**

- A.** Experience of firm: Proposer's demonstrated qualifications and experience of the firm's management, supervisory and other key personnel and the firm's experience in successfully providing the requisite services on projects of a similar size scope and complexity, related to the work required by the RFQ/P and based, in part, on the narratives and references submitted by the Proposer.
- B.** Personnel: the qualifications and experience of the Proposers management, supervisory and key personnel to be assigned to perform work on the Contract, including candidates recommended for each of the positions/titles needed to perform the requisite services.
- C.** Ability of Proposer to Complete the Scope of Work Based on its Technical Proposal: Proposer's understanding, detailed approach, plans and ability to successfully perform the services required in Section 3.0 of the RFQ/P, as demonstrated by its Technical Proposal. Proposer's timeframes are critical and will be closely evaluated for both content and completion rate.

#### **6.7.2 PROPOSER'S FEE SCHEDULE**

For evaluation purposes, Proposers will be ranked and scored according to a weighted compilation of all All-inclusive Hourly Rates, per the Fee Schedule accompanying the RFQ/P.

#### **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 unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

#### **6.7.4 EVALUATION OF PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends award to the responsive Proposer(s) whose Proposal(s), conforming to the RFQ/P, is most advantageous to the Authority. The Evaluation Committee considers and assesses price, technical criteria and other factors during the evaluation and makes a recommendation for award(s). The Authority may accept, reject or modify the Evaluation Committee's recommendation. Whether or not there has been a negotiation, as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

#### **6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating Proposals, the Authority may enter into negotiations with one or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value, based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one or multiple Proposers. Negotiations will be structured by the Internal

Process Management Department - Procurement section to safeguard information and ensure that all Proposers are treated fairly.

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

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

After evaluation of Proposals and, as applicable, negotiation(s) and/or BAFO(s), the Internal Process Management Department - Procurement section will recommend award to the responsive Proposer(s) whose Proposal(s), conforming to the RFQ/P, is most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Internal Process Management Department - Procurement section. The Internal Process Management Department – Procurement section may initiate additional negotiations or BAFO with the selected Proposer(s).

Negotiations will be conducted only in circumstances where they are deemed to be in the best interest of the Authority and to maximize the Authority's ability to obtain the best value. Proposers are advised to submit their best technical and price proposal in response to this RFQ/P, since the Authority may, after evaluation, make award(s) based on the content of initial Proposal submission without further negotiation and/or BAFO.

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

**Note:** If the Authority contemplates negotiation, proposal prices will not be publicly read at the Proposal Opening. Only the name and address of each Proposer will be publicly announced at the Proposal Opening.

## **6.9 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a Contract award (vendor selection) by the Authority. To be considered timely, a protest must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of notification that the Proposer was not selected. 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 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 review all timely and complete 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 protest.

After completing a review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send it to the protestor. Should the protestor dispute the findings of the preliminary report, it will be afforded an exceptions period equal to ten (10) business days from issuance of the preliminary report to refute the Hearing Officer's findings. Upon expiration of the exceptions period, the Hearing Officer will review any exceptions submitted and finalize the report.

The Hearing Officer's final report, along with any exceptions submitted, will be sent to either the Authority's Board of Directors or Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority approval levels, for a final decision regarding appropriateness of the award. The decision of the Authority's Board or Chief Executive Officer will be a final action that is appealable to the Appellate Division of the Superior Court of New Jersey.

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

## **7.0 CONTRACT AWARD**

Contract award(s) shall be made with reasonable promptness by written notice to the highest ranked, responsive Proposer(s), whose Proposal(s), conforming to the requirements of the RFQ/P, is most advantageous to the Authority, price and other factors considered, as determined by the Authority in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so. If the Authority awards a Contract to more than one Proposer, the Authority will utilize each Contractor by Region on a rotating basis for each project. Exceptions to rotating Contractors, could occur at the Authority's discretion due to a conflict of interest, Contractor's ability to meet the required deadline, and/or requirement of specialized appraisal expertise.

It is the Authority's policy that to be considered for Contract award, a Proposer must achieve or exceed an overall score of three (3), indicating a rating of Good, on a scale of one to five (1-5), with five (5) being the highest score. The Authority shall be under no obligation to award a Contract to a Proposer that does not achieve the minimum score threshold.

Award of a Contract(s) for the services detailed in the RFQ/P will be subject to the selected Proposer entering into a form of contract satisfactory to the Authority. Proposers should refer to the Contract for Professional Services attached to the RFQ/P as Exhibit A and Section 1.3.1.1 of the RFQ/P. Accordingly, all proposals submitted shall indicate acceptance by the Proposer of the Authority's Contract for Professional Services, Exhibit A.

Any proposal submitted in response to the RFQ/P will be considered a firm offer by the Proposer to perform the work detailed in Section 3.0 of the RFQ/P and the Contract for Professional Service, Exhibit A. By submitting an offer in response to the RFQ/P, the Proposer agrees to hold the offer open for a minimum of ninety (90) calendar days after the response due date. Any provision in a submitted offer that attempts to limit or condition the time that an offer is open for consideration by the Authority will not be binding.

Acceptance of a proposal and Contract award is subject to the approval of the Authority.

The final Contract shall consist of the RFQ/P, any Addenda issued to the RFQ/P, the Proposer's Proposal, and the Contract for Professional Services, Exhibit A, with any Amendments agreed upon by the parties. The Authority reserves the right to reject any and all proposals based upon exceptions taken to the Contract for Professional Services, Exhibit A.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER**

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

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

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

The Authority's Designated Contract Manager will be responsible for engaging the Contractor(s), directing the Contractor(s) to perform the work of the Contract and approving deliverables and payment vouchers. The Contract Manager is the Authority employee that the Contractor will contact regarding questions or concerns about any aspect of the Contract. The Contract Manager is responsible for coordinating use of the Contract and resolving minor disputes between the Contractor and any staff using the Contract.

The Authority's Designated Contract Manager shall coordinate use of the awarded Contract(s) by other Departments. Other Authority staff may engage with the Contractor(s); however, all staff using the Contract(s) must notify and coordinate such use with the Authority's Designated Contract Manager.