

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## Request for Qualifications/Proposal

### 2020-RFQ/P-106

(8/31/20 FINAL)

## For: CONSULTING SERVICES FOR THE CREATION OF THE NEW JERSEY GREEN FUND

Event	Date	Time
<b>Optional Pre-Proposal Conference</b> (Refer to <a href="#">RFQ/P Section 1.3.1</a> for more information.)	<b>9/9/20</b>	<b>2:00PM</b>
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFQ/P Section 1.3.2</a> for more information.)	<b>9/14/20</b>	<b>12:00PM</b>
<b>Mandatory/Optional Site Visit</b>	N/A	N/A
<b>Proposal Submission Date</b> (Refer to <a href="#">RFQ/P Section 1.3.4</a> for more information.)	<b>10/5/20</b>	<b>12:00PM</b>

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

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

#### RFQ/P Issued By

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

# Table of Contents

<b>1.0 INFORMATION FOR BIDDERS</b> .....	<b>5</b>
1.1 PURPOSE AND INTENT: .....	5
1.2 BACKGROUND.....	5
1.3 KEY EVENTS.....	7
1.3.1 OPTIONAL PRE-PROPOSAL CONFERENCE:.....	7
1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD .....	8
1.3.2.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES .....	8
1.3.3 PROJECTED MILESTONE DATES.....	8
1.3.4 SUBMISSION OF PROPOSAL – ELECTRONIC AND HARD COPY .....	9
ELECTRONIC PROPOSAL SUBMISSION ( <b>STRONGLY PREFERRED</b> ): .....	9
1.3.4.1 ELECTRONIC SIGNATURE .....	9
<b>HARD COPY PROPOSAL SUBMISSION</b> .....	10
<b>1.3.5 PRICE ALTERATION IN HARD COPY PROPOSALS</b> .....	11
1.4 ADDITIONAL INFORMATION.....	11
1.4.1 ADDENDA: REVISIONS TO THIS RFQ/P .....	11
1.4.2 PROPOSER RESPONSIBILITY .....	11
1.4.3 COST LIABILITY .....	11
1.4.4 CONTENTS OF PROPOSAL - OPEN PUBLIC RECORDS ACT .....	11
1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT .....	12
1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING.....	13
1.4.7 JOINT VENTURE.....	14
1.4.8 /SUBCONSULTANTS SUBCONTRACTORS .....	14
1.4.9 CONFLICT OF INTEREST.....	14
1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS .....	15
<b>2.0 DEFINITIONS</b> .....	<b>15</b>
2.1 GENERAL DEFINITIONS.....	15
2.2 CONTRACT-SPECIFIC DEFINITIONS .....	17
<b>3.0 SCOPE OF WORK</b> .....	<b>18</b>
3.1 GENERAL REQUIREMENTS .....	18
3.1.1 PHASE I: MARKET INSIGHT AND ANALYSIS .....	18
3.1.1.1 PHASE IA DELIVERABLES: (TARGET TIMEFRAME: 2-3 MONTHS).....	18
3.1.1.2 DESCRIPTION OF EXPECTED PHASE 1A ACTIVITIES:.....	19
3.1.2 PHASE IB: DETERMINE NEW JERSEY GREEN FUND KEY DESIGN ELEMENTS AND STRATEGIES, AS WELL AS LAUNCH PLAN .....	21
3.1.2.1 PHASE IB DELIVERABLES: (TARGET TIMEFRAME: 6-8 WEEKS) .....	21
3.1.2.2 DESCRIPTION OF EXPECTED PHASE IB ACTIVITIES: .....	22
3.1.3 PHASE II – IMPLEMENTATION/LAUNCH OF NEW JERSEY GREEN FUND .....	23
3.1.3.1 PHASE II DELIVERABLES: (TARGET TIMEFRAME: 3 – 4 MONTHS) .....	23
3.1.3.2 DESCRIPTION OF EXPECTED PHASE II ACTIVITIES:.....	23
3.2 PRICING.....	24
3.3 INITIAL ORGANIZATIONAL MEETING .....	24
3.4 ADDITIONAL SERVICES.....	24
3.5 PROJECT UPDATES AND REPORTING CONFERENCE CALL .....	25
3.6 INVOICING & PAYMENT REIMBURSEMENT SCHEDULE .....	25
3.7 AVAILABILITY OF SERVICES.....	25
<b>4.0 PROPOSAL PREPARATION AND SUBMISSION</b> .....	<b>25</b>
4.1 GENERAL .....	25
4.1.1 NON-COLLUSION .....	26
4.2 PROPOSAL CONTENT AND SUBMISSION ORDER .....	26
4.2.1 VOLUME ONE – COVER LETTER.....	27
4.2.2 VOLUME ONE - TECHNICAL PROPOSAL, ORGANIZATIONAL AND PERSONNEL QUALIFICATIONS/EXPERIENCE (MANDATORY SUBMISSION WITH BID PROPOSAL) .....	27
4.2.2.1 POTENTIAL PROBLEMS .....	31
4.2.2.2 SUBJECT MATTER EXPERTS (SMES).....	31

4.2.3 VOLUME TWO – FEE SCHEDULE .....	31
<b>(MANDATORY SUBMISSION WITH BID PROPOSAL.....)</b>	<b>31</b>
<b>NOTE: FEE SCHEDULE IS TO BE UPLOADED SEPARATELY, AS VOLUME TWO AND LABELED, AS SUCH. ....</b>	<b>31</b>
4.2.3.1 DELIVERY COSTS .....	31
4.2.3.2 C.O.D. TERMS.....	32
4.2.3.3 PRICE ADJUSTMENT .....	32
4.2.4 VOLUME THREE – REQUIRED COMPLIANCE DOCUMENTATION PRE & POST PROPOSAL SUBMISSION.....	32
4.2.4.1 SIGNATORY PAGE .....	32
(MANDATORY FORM WITH BID PROPOSAL-SIGNED) .....	32
4.2.4.2 OWNERSHIP DISCLOSURE FORM .....	32
(MANDATORY FORM WITH BID PROPOSAL) .....	32
4.2.4.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (MANDATORY FORM WITH BID PROPOSAL-SIGNED) .....	33
4.2.4.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR .....	33
4.2.4.5 BUSINESS REGISTRATION .....	33
4.2.4.6 SOURCE DISCLOSURE CERTIFICATION .....	34
4.2.4.6.1 BREACH OF CONTRACT .....	34
4.2.4.7 AFFIRMATIVE ACTION .....	34
4.2.4.8 SMALL BUSINESS SET ASIDE.....	35
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) .....	35
4.2.4.10 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT .....	36
4.2.4.11 NEW JERSEY STATE W-9.....	36
4.2.4.12 INSURANCE CERTIFICATES .....	36
4.2.4.13 SUBCONTRACT UTILIZATION PLAN.....	36
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>37</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	37
5.2 CONTRACT TERM AND EXTENSION OPTION .....	37
5.3 CONTRACT TRANSITION.....	37
5.4 CONTRACT AMENDMENT .....	37
5.5 CONTRACTOR RESPONSIBILITIES .....	37
5.6 SUBSTITUTION OF STAFF .....	38
5.7 OWNERSHIP OF MATERIAL .....	38
5.8 SECURITY AND CONFIDENTIALITY.....	39
5.8.1 DATA CONFIDENTIALITY.....	39
5.9 NEWS RELEASES.....	40
5.10 ADVERTISING .....	40
5.11 LICENSES AND PERMITS .....	41
5.12 CLAIMS AND REMEDIES.....	41
5.12.1 CLAIMS .....	41
5.12.2 REMEDIES.....	41
5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS .....	41
5.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS .....	41
5.14 INDEMNIFICATION.....	42
5.15 FORM OF COMPENSATION - INVOICING / PAYMENT: .....	42
<b>6.0 PROPOSAL EVALUATION .....</b>	<b>43</b>
6.1 RIGHT TO WAIVE.....	43
6.2 AUTHORITY’S RIGHT OF FINAL PROPOSAL ACCEPTANCE .....	43
6.3 AUTHORITY’S RIGHT TO INSPECT BIDDER’S FACILITIES .....	43
6.4 AUTHORITY’S RIGHT TO REQUEST FURTHER INFORMATION.....	43
6.5 PROPOSAL EVALUATION COMMITTEE .....	44
6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL.....	44
6.7 EVALUATION CRITERIA .....	44
6.7.1 TECHNICAL EVALUATION CRITERIA .....	44
6.7.2 PROPOSER’S FEE SCHEDULE .....	45
6.7.3 PROPOSAL DISCREPANCIES .....	45
6.7.4 EVALUATION OF THE PROPOSALS .....	45
6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	45
6.9 PROTEST OF RECOMMENDED AWARD .....	46

**7.0 CONTRACT AWARD** ..... 47

**8.0 CONTRACT ADMINISTRATION**..... 48

    8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER ..... 48

        8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES ..... 48

## **1.0 INFORMATION FOR BIDDERS**

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”), in collaboration with the State of New Jersey to solicit proposals from qualified Proposers to provide Consulting Services for the Creation of the New Jersey Green Fund.

### **1.1 PURPOSE AND INTENT:**

The purpose of this RFQ/P is to solicit proposals for immediate consulting services to support the design and implementation by the Authority of a new green financing mechanism that will operate in New Jersey on a statewide basis (the New Jersey Green Fund, or the Fund). The primary objective of the Fund will be to assist in the mobilization of private capital to finance the deployment of commercially proven clean energy technologies by the state’s businesses, including for energy efficiency measures and renewable power generation.

The intent of this RFQ/P is to award one (1), twelve (12) month contract, with the possibility of one (1), six (6) month extension option to the responsible bidder whose proposal, conforming to this RFQ/P is most advantageous to the Authority, price and other factors considered.

The RFQ/P includes two (2) Phases:

Phase I is separated into Phases IA and IB. Phase IA – Market Insight and Analysis; Phase IB – Determines New Jersey Green Fund Key Design Elements and Strategies, As Well As A Launch Plan. Phase II - Implementation/Launch of New Jersey Green Fund.

Per the Fee Schedule, Phases IA and IB require fixed rate pricing to be submitted for the deliverables. Phase II requires hourly rate pricing.

The Authority may choose to obtain additional related consulting services for Phase I or consulting services for Phase II. In either case, such services, if necessitated, would be provided on a requirements basis, per the hourly rates provided on the Fee Schedule. The Authority will request such services using project Task Order Requests (TORs), (Exhibit B) and will directly negotiate the scope and duration of such TORs with the Contractor based upon the same prices, terms, and conditions as stated in this RFQ/P, the Contract for Professional Services, Exhibit A, and the Contractor’s proposal. The Authority, however, is under no obligation to utilize the Contractor for such additional services.

The Authority may award any and all price lines or in total or in part and may be subject to future appropriations and availability of funds. However, it reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the Authority’s best interest.

No budget estimate is being provided.

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

### **1.2 BACKGROUND**

The New Jersey Economic Development Authority (NJEDA) was established in 1974 as a self-supporting independent agency to encourage economic growth and job creation in the State. Its core focus has been the growth of small and mid-sized businesses and the

economic revitalization of distressed areas. In response to state policies, economic trends and needs in the marketplace, the Authority develops new programs and adapts existing ones that benefit its core business markets, communities and specific industry sectors. It seeks to fulfill its mission through financial assistance, real estate development support, incentive grants and other innovative funding structures, and through entrepreneurial training and mentoring.

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

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

The New Jersey Energy Master Plan released by Governor Murphy on January 22, 2020 sets forth a robust, actionable set of plans and recommendations to enable the State to achieve its ambitious commitments to the deployment of 100% clean energy and the reduction of greenhouse gas emissions between now and 2050. The Plan recognizes that meeting these commitments will require significant amounts of private capital investment—and that the New Jersey government can and should play a critical role in mobilizing this capital.

The NJ Energy Master Plan can be found at the following URL:  
[https://nj.gov/emp/docs/pdf/2020\\_NJBPU\\_EMP.pdf](https://nj.gov/emp/docs/pdf/2020_NJBPU_EMP.pdf)

The Plan states:

*Expanding opportunities for innovative and low-cost financing and leveraging public dollars to grow private sector investment is vital to achieving the goals set forth throughout the Energy Master Plan (EMP). Using public funds to attract and leverage private capital, lower interest rates, provide gap financing, and advance other financial mechanisms will enable the clean energy economy to grow faster and farther and with less impact to ratepayers and taxpayers.*

Loan financing to support the deployment of clean energy technologies in New Jersey is currently made available from the private sector through a wide variety of channels: commercial banks, specialty lenders, technology vendors, and gas and electric utilities all play a substantial role. The principal source support from the State of New Jersey is the ratepayer funds collected through the utilities' societal benefits charge. These funds are administered by the New Jersey Board of Public Utilities through the Clean Energy Program and mostly provided as grants. For instance, since 2001 the NJBPU has disbursed more than \$2.3 billion in grants and loans for the deployment of energy efficiency technologies.

To date, financing mechanisms expressly dedicated to increasing the level of private lending in support of the deployment of clean energy technologies have been established in ten states throughout the United States as well as a number of counties and

municipalities, and green financing mechanisms are currently under development in several other states. Each green financing mechanism has its own unique approach, with differences in areas such as method of legal organization (including governmental vs. non-governmental status), governance framework, funding levels and sources, types of clean energy investments financed, financial and other products offered, and permitted categories of borrowers.

Effective June 1, 2019, the State of New Jersey rejoined the Regional Greenhouse Gas Initiative (RGGI), the greenhouse gas (GHG) emissions cap and trade program covering the electric power generation sector that, with New Jersey's reentry, includes eleven states in the Northeastern region of the United States. The RGGI program operates through quarterly auctions of GHG emissions allowances and, under the State's RGGI enabling legislation, 60 percent of the auction proceeds New Jersey receives are allocated to the Authority for it to program. Consistent with the Energy Master Plan, the initial three-year RGGI Strategic Funding Plan adopted in April 2020 calls for the Authority to create a statewide green financing mechanism, and to dedicate between 20 and 25 percent of its RGGI funding allocation to this initiative. Consistent with its equity objectives, the Energy Master Plan, as well as the Murphy Administration's Executive Orders Nos. 7 EO7: <https://nj.gov/infobank/eo/056murphy/pdf/EO-7.pdf> and EO23 EO23: <https://nj.gov/infobank/eo/056murphy/pdf/EO-23.pdf>, the RGGI Strategic Funding Plan calls for a substantial focus of the green finance initiative to be improving capital access for those who have traditionally had more difficulty benefiting from participation in the green economy.

The State of New Jersey is open to considering a wide range of approaches to the establishment and operation of a Green Fund, provided that the approach selected meets the core requirements of stimulating and leveraging private sector investment in clean energy; rapidly reducing New Jersey's carbon footprint and the emission of harmful pollutants into the State's air and water; and providing direct economic benefits to the citizens of New Jersey, with a focus on environmental justice communities, including, but not limited to the stimulation of job creation and local investment and the lowering of energy costs.

In light of the challenging fiscal situation caused by the COVID-19 pandemic, several objectives for the Green Fund's design and implementation have become even more critical in recent months. The Authority wishes to prioritize products that can be launched and experience strong uptake quickly, and can make a rapid, positive impact on job creation, investment and economic productivity in the State. To the extent feasible, it will seek to build upon existing offerings of other State agencies as well as programs that have already been deployed by green finance institutions in other states and localities.

## **1.3 KEY EVENTS**

### **1.3.1 OPTIONAL PRE-PROPOSAL CONFERENCE:**

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

Proposers are strongly encouraged to call in.

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

The conference call dial-in information for the Optional Pre-Proposal Conference will be as follows:

**Conference call-in number & Access Code: Call In #: 1-551-220-2262**

**Conference ID: 532 312 451#**

### **1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

The subject line of the e-mail should state:

***“QUESTIONS-2020-RFQ/P-106 – Green Fund”***

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

A Proposer must not contact the Authority’s Requesting Department or any other staff/board member directly, in person, by telephone or by e-mail, concerning this RFQ/P.

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

#### **1.3.2.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES**

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

### **1.3.3 PROJECTED MILESTONE DATES**

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

- Optional Pre-Proposal Conference Call: **WEDNESDAY, SEPTEMBER 9, 2020 at 2:00pm (EST)**
- Q & A Period Ends: **MONDAY, SEPTEMBER 14, 2020 at or before 12:00 PM (EST)**
- *If required*, Addendum with Q & A Responses: **WEDNESDAY, SEPTEMBER 16, 2020.**
- Proposals Due: **MONDAY, OCTOBER 5, 2020 at or before 12:00 PM (EST)**



- Estimated Recommendation for Award: **FRIDAY, NOVEMBER 13, 2020**, Authority Board Meeting
- Contract Executed: on or about **NOVEMBER/DECEMBER 2020**.

### **1.3.4 SUBMISSION OF PROPOSAL – ELECTRONIC AND HARD COPY**

In order to be considered for award, the Proposal must be received by the Authority at one of the appropriate locations specified below and by the required time indicated on the cover sheet.

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

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

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

**EACH electronically uploaded file (per Section 4.2 Proposal Content and Submission, Volumes One, Two & Three) submission, should follow the following format:**

***“(PROPOSER’S COMPANY NAME)- Bid Submission-2020-RFQ/P-106 Green Fund, and the file/document title.”***

Note: The proposal submission should be submitted as three (3) complete, separate uploaded Volumes, One, Two & Three, properly labeled, per Section 4.2 Proposal Content and Submission Order.

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

<https://njeda.sharefile.com/r-r3bd6afe072640059>

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

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

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

#### **1.3.4.1 ELECTRONIC SIGNATURE**

Proposers submitting Proposals electronically may sign the forms listed in Section 4.2.4 (Volume Three-Requested Compliance Documentation Pre &

Post Proposal Submission) of this Bid Solicitation, electronically. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the "Insert" ribbon at the top of the screen, then within the "Text" section go to the "Signature Line" and enter the information or; (2) Within Adobe Acrobat DC, go to the "Fill & Sign" within the "Tools" ribbon and enter the information.

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

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

### **HARD COPY PROPOSAL SUBMISSION**

If submitting an original hard copy Proposal, the Proposal must be sealed and delivered to the Authority on or before the required date and time indicated on the cover sheet, in order to be considered for award.

Proposer's are to submit four (4) exact copies of the Proposal marked "Copy" for evaluation purposes.

Deliver or send to the following:

ANN MARIE WIEDEMANN  
SR. PROCUREMENT PROJECT OFFICER  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
36 WEST STATE STREET  
TRENTON NEW JERSEY 08625-0990

The exterior of all proposal packages are to be clearly labeled with the proposal title:

***2020-RFQ/P-106 Green Fund***

Including the Proposal Opening Date and the Proposer's Name and Address.

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

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

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

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

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

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

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

## **1.4 ADDITIONAL INFORMATION**

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

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

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

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

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

### **1.4.2 PROPOSER RESPONSIBILITY**

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

### **1.4.3 COST LIABILITY**

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

### **1.4.4 CONTENTS OF PROPOSAL - OPEN PUBLIC RECORDS ACT**

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

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

After the opening of Proposals, all information submitted by a Proposer in response to this RFQ/P is considered public information notwithstanding any disclaimers to the contrary submitted by a Proposer. Proprietary and confidential

information may be exempt from public disclosure by OPRA and/or the common law.

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

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

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

In order not to delay consideration of the Proposal or the Authority's response to a request for documents, the Authority requires the Proposer respond to any request regarding confidentiality markings within three "(3)" business days. If no response is received by the designated date and time, the Authority will be permitted to release a copy of the Proposal with the Authority making the determination regarding what may be proprietary or confidential.

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

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

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

On the date and time Proposals are due under the RFQ/P, all information concerning the Proposals submitted may be publicly announced and those Proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection. In those cases where negotiation is contemplated, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposal shall

remain proprietary and/or confidential until the Conditional/Notice of Intent to Award is issued.

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

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

A Proposer may withdraw its Proposal as described below.

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

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

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

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer intention is not readily discernible from other parts of the proposal,

the IPM Procurement department may seek clarification from the Proposer to ascertain the true intent of the Proposal.

#### **1.4.7 JOINT VENTURE**

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

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

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

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

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

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

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

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

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

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

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

If Proposer believes such a conflict of interest exists with any Proposer personnel or any sub-contracting personnel being utilized for these services, it must disclose

such possible conflicts in the Proposal. Should a conflict(s) be found to exist by the Authority, whether real or perceived, the Authority, in its sole discretion, shall determine whether the individual(s) involved are to be immediately removed.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Internal Process Management Procurement (IPM Procurement)** – Department of the New Jersey Economic Development Authority.

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

**May** – Denotes that which is permissible, not mandatory.

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

**Proposal** – Series of documents required to be submitted by an RFQ/P.

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

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

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

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

**State** – State of New Jersey

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



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

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

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

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

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**New Jersey Board of Public Utilities (NJBP)** – The New Jersey Board of Public utilities is the state agency with authority to oversee the regulated utilities, which in turn provide critical services such as natural gas, electricity, water, telecommunications and cable television. The law requires the Board to ensure safe, adequate, and proper utility services at reasonable rates for customers in New Jersey.

**New Jersey Department of Environmental Protection (NJDEP)** – The New Jersey Department of Environmental Protection's mandate is to advance innovative strategies to safeguard and enhance New Jersey's air, water and land, and the health of its residents, communities, and resources.

**NJ Infrastructure Bank (iBank)** - Independent State financing authority, in but not of the Treasury, authorized to issue revenue bonds to make loans to finance the construction of eligible environmental and transportation infrastructure projects.

**New Jersey Energy Master Plan** – The 10-year plan adopted by the BPU in January 2020 that is intended to place New Jersey on the path to meeting its long-term GHG emissions reduction and other key energy-related objectives, including the reduction of GHG emissions in the State to 80 percent below their 2006 level by no later than 2050.

**Regional Greenhouse Gas Initiative (RGGI)** –A cooperative effort among the states of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont to cap and reduce power sector CO2 emissions. RGGI is composed of individual CO2 Budget Trading Programs in each participating State. Through independent regulations, based on the RGGI Model Rule, each State's CO2 Budget Trading Program limits emissions of CO2 from electric power plants with capacities of 25 MW or greater, issues CO2 allowances and establishes participation in regional CO2 allowance auctions.

## **3.0 SCOPE OF WORK**

### **3.1 GENERAL REQUIREMENTS**

The New Jersey Economic Development Authority is committed to playing a key role in ensuring that the State of New Jersey meets its ambitious goals with respect to the reduction of greenhouse gas emissions and traditional criteria pollutants, as set forth most recently in the Clean Energy Act of 2018, the 2019 Energy Master Plan, and Governor Phil Murphy's Executive Orders Nos. 7, 28 and 100. In playing this role, the Authority wishes at the same time to fulfill its mandate to assist in making the New Jersey economy stronger and fairer, among other things through the creation of high-quality jobs, strengthening the State's capacity for technological innovation and contributing to environmental justice. To these ends, this RFQ/P is soliciting proposals for consulting services to support the phased development of a state-wide green bank, fund or other financing mechanisms and activities (Green Fund) that would operate either under New Jersey state government auspices, or as a private, not-for-profit entity.

The Authority contemplates that this initiative will be conducted in two (2) Phases, with Phase I consisting of two parts, Phase IA and IB. The focus of each of Phases IA, IB and II, respectively, will be market insight and analysis; planning and design; and implementation. With respect to Phase I (including both Phase IA and IB), the Proposer shall provide written deliverables, as further described below. The Proposer's work in Phase II shall be undertaken as may be requested by the Authority, and may cover one or more of the areas outlined below in which the Authority contemplates it may require assistance, or such other areas as the Authority may determine at such time.

Throughout this initiative, it is contemplated that the Proposer will work in close collaboration with Authority staff, as well as staff of other New Jersey government agencies as and when appropriate, to support completion of the tasks outlined below. At the end of each of Phases IA and IB, the Proposer will deliver to the Authority the Deliverables outlined in Sections 3.1.1.1 and 3.1.2.1, as applicable. In addition, as an element of the collaborative process contemplated for this initiative, no later than three (3) weeks prior to the end of each of Phases IA and IB, the Proposer shall provide the Authority with each of the applicable Deliverables in draft form, and Authority staff will review the drafts and may pose comments and questions for the Proposer to address before finalizing the applicable Deliverables.

#### **3.1.1 PHASE I: MARKET INSIGHT AND ANALYSIS**

##### **3.1.1.1 PHASE IA DELIVERABLES: (TARGET TIMEFRAME: 2-3 MONTHS)**

Consistent with the description of this work phase set forth below:

- Written market/stakeholder (both internal and external) assessment and financing gap analysis, identifying the kinds of programs and products that can cost-effectively address clean energy financing needs in New Jersey. The assessment and analysis should include the identification of programs and products already offered by other New Jersey government agencies; other state and local green financing mechanisms; and other lenders that the Green Fund may be able to adapt or supplement for particularly rapid and cost-effective deployment by the Fund.
- Written analysis of the potential non-RGGI sources of capitalization for the Green Fund, including an assessment of likely indicative terms and relative difficulty of accessing the various capital sources, and how alternative sources and overall levels of capitalization are likely to impact the scope, scale and flexibility of Fund operations.

- Written analysis of pros and cons of each alternative organizational/governance model, and preliminary model recommendation and the rationale therefore.

### **3.1.1.2 DESCRIPTION OF EXPECTED PHASE 1A ACTIVITIES:**

During this phase of the initiative, the Proposer shall:

**A. Collaborate with the Authority on NJ government agency stakeholder engagement**, which the Authority will have already commenced. The engagement process shall occur through an inter-agency working group that will include the New Jersey Board of Public Utilities, the New Jersey Department of Environmental Protection, the New Jersey Infrastructure Bank, the Department of the Treasury, and benefit from direct input from and participation by the Governor's office.

- As part of the engagement process, the Proposer will work to:
  - (i) identify and quantify results, over past two years, of existing clean energy-related financial support programs, both grant and loan-based, as well as their technical assistance elements, and both those that are provided by New Jersey State government agencies and by New Jersey gas or electric utilities pursuant to ratemaking proceedings;
  - (ii) assess steps that could be taken by the Green Fund to better coordinate and/or cost effectively expand existing program capacity in collaboration with applicable agencies
  - (iii) and identify those areas in which additional financial and technical support is most needed, considering both the types of asset deployments and categories of recipients to be supported
  - (iv) Determine if marketing of existing programs was sufficient and whether a lack of user-friendliness contributed to low uptake
- In assessing existing programs, the Proposer will not be expected to conduct independent analysis, but will be able to rely upon its discussions with the inter-agency working group and its participation in the external stakeholder engagement process described below, as well as existing studies and analyses.
- As part of this process, the Proposer shall also identify what loan, investment, grant, community development, technical assistance, joint venture and other powers to support clean energy deployment are currently authorized for and available to, but not being exercised by, New Jersey government agencies or units, including, but not limited to the NJBPU, NJDEP, New Jersey Infrastructure Bank, and New Jersey Redevelopment Authority (NJRA).

**B. Collaborate with the Authority in conducting a market gap analysis** and external New Jersey stakeholder engagement process to assist in identifying potential NJ Green Fund priority objectives, programs and products

- Stakeholders to be engaged to include a cross section of representatives from community, regional and national banks, Community Development Finance Institutions, specialty lenders, the state's gas and electric utilities; businesses directly engaged in the deployment of clean energy technologies; small and large businesses, and public-sector and, and non-profit institutions

interested in adopting clean energy technologies; environmental organizations; project developers and consultants; business trade associations; the offices of members of Congress promoting the creation of a green financing mechanism at the federal level, and officials of other state and local-level green financing mechanisms in the United States

- Areas of focus to include:
  - identification of the kinds of clean energy-related technology deployments and borrowing entities that private lenders are not funding even though investment would appear to be cost effective, either on a current or near-term basis, due to issues such as excessive perception of credit risk and high, per-unit transaction costs due to lack of scale
  - Identification of existing products and programs that have been effectively deployed by other institutions outside of New Jersey, including state and local green financing mechanisms and other financial institutions, that New Jersey may be able to leverage for rapid, cost-effective deployment
  - Relative merits of the Green Fund being directly involved in loan origination and credit underwriting, vs. structures under which the Green Fund would primarily rely upon private lenders for these functions and instead serve as a credit enhancement, coordination, and technical assistance vehicle
  - Relative merits of the Green Fund devoting resources to non-financing activities to support private sector lenders, such as marketing and spearheading the creation of market-standard documentation for new transaction structures

**C. Identify and assess potential funding sources to capitalize, as of launch, and over the near- and long- term, a New Jersey Green Fund, other than proceeds from the State's participation in the Regional Greenhouse Gas Initiative, including but not limited to New Jersey state legislative appropriations; government-backed bond financing; ratepayer funding; social impact investment; funding by foundations and other non-profits; funding provided by green financing mechanisms in other states and localities; and federal funding, both under existing programs and as may become available through the creation of a National Climate Bank or similar institution, or the establishment of other programs.**

- As part of this assessment of potential capital sources, analyze the potential impact of different funding sources and overall capitalization levels on potential scope and scale of bank activities, including, flexibility and sustainability of fund operations.

**D. Conduct evaluation of potential combinations of legal-organizational and governance structures for the Fund and develop a preliminary recommendation on approach**

- Proposer may rely to a significant extent on Authority staff and other NJ state government personnel to analyze relevant issues of New Jersey law
- Legal models to be analyzed to include, without limitation,

organization as a division or department within an existing government agency, without separate legal existence; as a separate public entity, in but not of, the government of the State of New Jersey; as a non-profit organization outside of the control of the State of New Jersey; as an outside non-profit organization, following a period of development/incubation in, or otherwise under the control of, NJ state government

- Investigation should also include potential to establish the Green Fund as a construct or “brand” under which existing and new programs of the Authority as well as of other State agencies are coordinated under a single umbrella through memoranda of understanding and other inter-agency agreements.
- Initial recommendation should identify any legal or regulatory steps that would be required in order to implement the specific legal-organizational approach, and constraints and opportunities with regard to fund capitalization and lending approaches, as well as sustainability of operations, that relate to the recommended strategy.

### **3.1.2 PHASE IB: DETERMINE NEW JERSEY GREEN FUND KEY DESIGN ELEMENTS AND STRATEGIES, AS WELL AS LAUNCH PLAN**

#### **3.1.2.1 PHASE IB DELIVERABLES: (TARGET TIMEFRAME: 6-8 WEEKS)**

Consistent with the description of the work phase set forth below:

- Business plan and proforma financials, for both one-year and three-year periods following launch date;
- Detailed roadmap and strategy document for New Jersey Green Fund implementation and launch plan, addressing:
  - Steps for legal establishment, if any, and/or necessary inter-agency agreements required to be implemented
  - Recruitment plan for members of any required governance bodies (including any voluntary board or advisory committee positions) or changes necessary to the governance arrangements of existing government agencies that may carry out Green Fund functions
  - Capitalization, as of launch date and second anniversary of launch date, and including contingency plans for risks to successful capitalization plan implementation.
- Launch date and second anniversary staffing, including job titles, duties and indicative salary ranges; organization chart: and recruitment strategy.
- Roadmap and strategy to be developed in only summary form for period through second anniversary.
- Roadshow pitch pack, both a “base” version and supplemental material that may be targeted to up to four (4) distinct audience segments.
- Detailed descriptions of launch date programs and products:
  - In addition, summary descriptions of additional programs and products to be offered within the first two years following the launch date.

### **3.1.2.2 DESCRIPTION OF EXPECTED PHASE IB ACTIVITIES:**

During this phase of the initiative, the Proposer, working in collaboration with Authority staff and consulting, as appropriate, with other internal and external stakeholders, shall:

#### **A. Finalize recommendations with regard to the Green Fund’s organizational form, governance arrangements and capitalization strategy.**

- With respect to governance, recommendations to include, those regarding the number, method of appointment or designation and personal and/or professional attributes of the members of any standing governance body of the Green Fund, e.g. Board of Directors, Advisory Committee, Credit Committee, and/or coordinating agreements to be entered into by and among different government agencies
- The capitalization strategy recommendation should address both the targeted sources and amounts of Green Fund capitalization, as of launch and also as of the second anniversary of the launch date, and include an assessment of the execution risks associated with the recommended strategy.

#### **B. Develop a set of recommendations for programs and products to be offered by the Green Fund both as of the launch date and as of second anniversary following launch, providing a basic, “term-sheet-level” description, as well as rationale, for each such recommendation.**

- The recommendations should give appropriate consideration to the potential leveraging of existing financial support products being offered by agencies of NJ government, strategic partnerships with other financial institutions, both public and private, as well as ways that the Green Fund may be able to deploy financial products that already exist in the marketplace outside of NJ products.

#### **C. Prepare initial one-year and three-year business plans for Fund, together with pro forma financials covering both financial performance and condition associated with such plan periods and end-dates.**

- Develop proposed management structure and organization chart for launch date, and determine any additional staffing required during first two years, post-launch, including job descriptions and other pertinent details. (e.g., salary levels)
- To the extent that the proposed organizational strategy involves the coordination of existing government functions, management structure/org chart proposal should identify the existing State agency staff resources (by position or title) to be coordinated.
- To the extent organizational strategy involves creation of new entity or division of existing agency, determine appropriate extent, if any, of reliance on “shared services” support from non-Green Fund full-time employees. (e.g., EDA under service contract).

#### **D. Prepare one or more pitch packs for use during Phase 3 road show to introduce both governmental and external stakeholders to the plans for the launch and operation of the Green Fund, in order to foster development of Green Fund brand and develop market interest in its prospective programs and products.**

### **3.1.3 PHASE II – IMPLEMENTATION/LAUNCH OF NEW JERSEY GREEN FUND**

#### **3.1.3.1 PHASE II DELIVERABLES: (TARGET TIMEFRAME: 3 – 4 MONTHS)**

- Implementation support, if and as requested. The determination as to the amount and nature of services requested, if any, may be a result of one or more of a variety of factors, including without limitation, the Green Fund planning, design and strategy decisions that have been made by the Authority during Phase IA and IB of the initiative; expertise and staffing that the Authority has available either internally or from other New Jersey state government agencies; and the Authority's available financial resources and whether the particular service is one in which it is deemed appropriate for a non-profit government third party to engage in support of the Authority. Phase II services will be requested through Task Order Requests (TORs), see Exhibits B1 & B2)
- Examples of potential requests for support include:
  - road show planning
  - drafting of program descriptions and rules, and/or the forms of documents used in the administration of a program, and
  - advisory support in discussions with potential funding sources and strategic partners

#### **3.1.3.2 DESCRIPTION OF EXPECTED PHASE II ACTIVITIES:**

During this phase of the initiative, the Authority will implement the plan completed in Phase IB to achieve the operational launch of the Fund. There are certain tasks that the Authority expects it will need to undertake no matter what plan design decisions are made at the end of Phase IB. Examples of these kinds of tasks would include the completion of a business plan and pro forma financials, Green Fund website creation and conducting an external road show to build public awareness and generate launch date market demand for Green Fund products. Other tasks may or may not be required to be undertaken by the Authority, depending on Green Fund plan design. Examples would include the negotiation of inter-agency memoranda of understanding and securing any non-RGGI funding targeted for launch date capitalization, and the recruitment of personnel to serve on a volunteer basis, in a Green Fund advisory role. There is no certainty that the Authority will request the assistance of Contractor with any of the aforementioned tasks, or any other tasks. The key tasks that may be required to be undertaken during this phase are as outlined below. The Authority may request the services of the Proposer in support of any of these tasks, as well as any others that the Authority may identify.

- Finalize and adopt initial one-year and three-year business plans
- Complete creation of launch-date product set (e.g., product descriptions, standardized form of documents, back-office systems/procedures, governance approvals, technical support function)
- Develop Green Fund "brand" in marketplace and marketing plan
- Create dedicated Green Fund website
- Secure any non-RGGI funding targeted for launch date capitalization
- Conduct external roadshow (using pitch pack(s)), building public awareness and generating launch date market demand for Green Fund bank programs and products

### **3.2 PRICING**

For delivering the Scope of Services in Section 3.1.1, Phase IA and Section 3.1.2, Phase IB, Proposers must provide a Maximum Not-to-Exceed Fixed Price. Section 3.1.3, Phase II, Proposer's must submit hourly rate pricing, per the Fee Schedule.

Phase II will be priced on a requirements basis by issuing Task Order Requests (TORs) (see Exhibits B1 & B2). These services are for the Implementation/Launch of the New Jersey Green Fund that incorporate a variety of outside, unknown factors, including the results from Phase IA and IB. Upon completion of Phases IA and IB and once the services and length of engagement can be better defined, at the Authority's sole discretion a TOR(s) will be issued to the Contractor to price in accordance with the hourly rates provided on the Fee Schedule.

Additionally, should any additional work be identified in Phase IA and/or 1B during the contract term, a TOR(s) will be issued to the Contractor and priced in accordance with the hourly rates provided on the Fee Schedule.

There is no guarantee that the Authority engage the Contractor or issue any TORs for Phase II and/or Additional Work in Phases IA and IB.

### **3.3 INITIAL ORGANIZATIONAL MEETING**

The Contractor shall attend, either in person or virtually, via conference call an Initial Organizational Meeting with the Authority's designated staff. The Contractor and the Authority's Designated Contract Manager will mutually work together, agree upon and approve the process and timelines for completing the work.

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

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

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

### **3.4 ADDITIONAL SERVICES**

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



### **3.5 PROJECT UPDATES AND REPORTING CONFERENCE CALL**

The Contractor's designated Lead Account Manager or "Back-Up" Lead Account Manager may be required to be on a "weekly" conference call, at a minimum, with the Authority's Designated Account Manager. The weekly call is estimated to be no more than 60-90 minutes in duration and will address timelines, bottlenecks, and requirements, as they are identified. Other calls/correspondence/meetings may be needed at times, during the contract term.

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

### **3.6 INVOICING & PAYMENT REIMBURSEMENT SCHEDULE**

In respect of Phase I, payments to the Contractor shall be invoiced by the Contractor and disbursed by the Authority on a monthly basis for the work successfully completed and approved by the Authority's Designated Contract Manager of the specified deliverables listed in the scope of work.

### **3.7 AVAILABILITY OF SERVICES**

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

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

After award of contract:

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

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

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

#### **4.1.1 NON-COLLUSION**

By submitting a Proposal, the Proposer certifies as follows:

- a. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
- b. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission.
- c. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal.
- e. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

**The forms discussed herein and required for submission of a Proposal in response to this RFQ/P are available on the web at <http://www.njeda.com/rfq>, see RFQ/P Proposer Checklist - 2020-RFQ/P- 106 Green Fund, unless noted otherwise.**

#### **4.2 PROPOSAL CONTENT AND SUBMISSION ORDER**

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

## **VOLUME ONE (4.2.1) and 4.2.2)**

Cover Letter

### **(MANDATORY SUBMISSION WITH BID PROPOSAL)**

Technical Proposal;  
Organizational Qualifications/Experience; and  
Personnel Qualifications/Experience

## **VOLUME TWO (4.2.2)**

### **(MANDATORY SUBMISSION WITH BID PROPOSAL)**

Fee Schedule

## **VOLUME THREE (4.2.3)**

Required Documentation

### **\* (MANDATORY SUBMISSION WITH BID PROPOSAL)**

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

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

## **4.2.1 VOLUME ONE – COVER LETTER**

## **4.2.2 VOLUME ONE - TECHNICAL PROPOSAL, ORGANIZATIONAL AND PERSONNEL QUALIFICATIONS/EXPERIENCE (MANDATORY SUBMISSION WITH BID PROPOSAL)**

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

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

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

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

- I. *Cover Letter*
- II. *Technical Management Overview and Approach*
- III. *Description of Proposer's Prior Experience and Qualifications*
- IV. *Organization Support & Chart.*
- V. *Key Team Member List*
- VI. *Bios/Short Form Resumes of Key Team Members*
- VII. *References (minimum of three (3))*
- VIII. *Financial Capability of the Proposer*

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

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

**I. Cover Letter**

*Each Proposer should submit a cover letter summarizing its Proposal, which includes the full company name and address of the Proposer and the name, e-mail address and phone number for the individual who will be the primary contact person for the Proposer for this engagement. Also indicate the state of organization, whether the Proposer is operating as an individual proprietorship, partnership, corporation or a joint venture, including the identification of any and all Sub-consultants.*

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

**II. Technical Management Overview and Approach**

- A. *The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format, including its understanding of the requirements of the RFQ/P and its ability to successfully complete the study, analysis, program development, and reporting with the contract-specific-key team members. This narrative should convince the Authority of the advisability of general approach and plans, and of the capacity of a Proposer to complete the work over the duration of the contract term, with indication of specific subject matter expertise in the field of green financing mechanism-related market insight and analysis, planning and design, and implementation.*
- B. *The Proposer must describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required timeline schedule. It is essential to the Authority that the Project commence promptly following Contract award, and be executed expeditiously, as contemplated in Section 3.0, Scope of Work. Proposer's timelines to complete each of the Phases are critical to the Authority.*
- C. *The Proposer should include past work samples, demonstrating analysis methodology, tools, validation, and reporting formats (e.g., table of contents, narrative samples, matrices, graphs, etc.) for the Authority's review.*

*Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the Proposer's ability to complete the engagement. The Proposer's response*

to this section should be designed to convince the Authority that the Proposer's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFQ/P.

### **III. Description of Proposer's Prior Experience and Qualifications**

- A. *The Proposer should clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0. Specifically highlight projects on which members of your proposed project team have worked with similar such scopes, to demonstrate individual expertise. Please indicate for each project which you list, the scope and the location of the project(s).*
- B. *Provide a narrative description, detailing your organization's experience performing the fact-gathering and analysis, planning and design, and implementation activities in regard to green financing mechanisms contemplated by the Scope of Work.*
- C. *Proposer should submit a minimum of two (2) and a maximum of five (5) reference projects for services provided that are similar in size, scope, and specialty expertise. Reference project should include project description and scope; client entity name (as allowed by confidentiality); dates of services performed; and identify relevancy to this RFQ/P scope.*

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

### **IV. Organization Support & Charts**

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

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

b. **Backup Staff** - *The Proposer must include a list of backup staff that may be called upon to assist or replace primary individuals*

assigned. Backup staff must be clearly identified as such.

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

*c. **Proposed Authority Support Model** – The Proposal should identify how and when it proposes to engage with Authority staff based on the management structure defined in Contract-specific and Entity Organization Charts.*

#### **V. Key Team Member List**

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

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

#### **VI. Bios and Short Form Resumes of Key Team Members**

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

#### **VII. References**

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

#### **VIII. Financial Capability of the Proposer**

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

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

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

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

#### **4.2.2.1 POTENTIAL PROBLEMS**

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

#### **4.2.2.2 SUBJECT MATTER EXPERTS (SMES)**

If the Proposer has access to additional professional resources, such as a Subject Matter Expert (SME), who are technically/professionally qualified, the Proposer should list these additional resources in its proposal. However, it should not include them in the Staffing Chart or Hourly Rates.

#### **4.2.3 VOLUME TWO – FEE SCHEDULE**

##### **(MANDATORY SUBMISSION WITH BID PROPOSAL**

**NOTE: FEE SCHEDULE IS TO BE UPLOADED SEPARATELY, AS VOLUME TWO AND LABELED, AS SUCH.**

The Proposer must submit its pricing using the format set forth on the Fee Schedule, accompanying this RFQ/P.

Proposer must provide a single, fixed fee, per Section 3.1.1 – Phase IA and Section 3.1.2 – Phase IB and the timelines indicated.

Proposer must provide hourly rates for the categories identified on the Fee Schedule, per Section 3.1.3 - Phase II specific TOR based work, if requested by the Authority.

Hourly rate pricing will also be utilized in the event additional work is required for Phase IA and/or Phase IB, which would be provided on a TOR form to the Contractor by the Authority.

Proposers are NOT permitted to alter or change the provided Fee Schedule format designations. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposal to be deemed non-responsive.

#### **4.2.3.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFQ/P, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the

method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority.

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

#### **4.2.3.2 C.O.D. TERMS**

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

#### **4.2.3.3 PRICE ADJUSTMENT**

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

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

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

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

#### **4.2.4.1 SIGNATORY PAGE**

**(MANDATORY FORM WITH BID PROPOSAL-SIGNED)**

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

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

#### **4.2.4.2 OWNERSHIP DISCLOSURE FORM**

**(MANDATORY FORM WITH BID PROPOSAL)**

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



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

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

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

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

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

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

See the Proposer Checklist, which includes the Disclosure of Investigations and Other Actions Involving the Vendor form.

#### **4.2.4.5 BUSINESS REGISTRATION**

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

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

the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> .

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

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

#### **4.2.4.6 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts, prior to any award of Contract primarily for services, shall be performed within the United States. Pursuant to the statutory requirements, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The disclosure must include, with respect to any services not contemplated to be performed in the United States, the reason therefor. The Proposer is required to submit a completed Source Disclosure Form. The Proposer's inclusion of the completed Source Disclosure Form with the Proposal is requested and advised.

##### **4.2.4.6.1 BREACH OF CONTRACT**

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

#### **4.2.4.7 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [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 business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFQ/P. Information regarding SBE registration and MBE, WBE and VOB certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State’s Business website at:

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

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

#### **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 or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

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

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

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

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

Effective July 1, 2018, Bidders and contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, P.L. 2018, ch. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development.

Information about the Act and the reporting requirement is available at:

<https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of “public work”). Additionally, any contract that the Authority enters into for “services” imposes reporting requirements by awarded bidders and 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 an Award of Contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form.

#### **4.2.4.12 INSURANCE CERTIFICATES**

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

#### **4.2.4.13 SUBCONTRACT UTILIZATION PLAN**

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

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

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

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

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

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

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

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

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

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract(s) shall be for twelve (12) months with the possibility of one (1), six (6) month extension option, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority.

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

## **5.6 SUBSTITUTION OF STAFF**

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

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

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

## **5.7 OWNERSHIP OF MATERIAL**

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

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

## **5.8 SECURITY AND CONFIDENTIALITY**

### **5.8.1 DATA CONFIDENTIALITY**

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

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

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

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

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

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

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

pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

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

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

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

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

g) Notwithstanding the requirements of nondisclosure described in these Sections 5.8.1 and 5.8.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of

competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.8.1.1(e), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.8.1.1(f), or if the Authority is unsuccessful in defending its rights as described in Section 5.8.1.1(f).

## **5.9 NEWS RELEASES**

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

## **5.10 ADVERTISING**

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



## **5.11 LICENSES AND PERMITS**

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

## **5.12 CLAIMS AND REMEDIES**

### **5.12.1 CLAIMS**

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

### **5.12.2 REMEDIES**

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

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

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

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

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the

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

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

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

#### **5.14 INDEMNIFICATION**

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

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

The Contractor will submit invoices to the Authority, on a monthly basis (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting that's accepted by the Authority), upon completion and submission of Phases IA and IB, per the **Scope of Work/Fee Schedule**. The invoice should breakdown the Phase and sub-phases completed each month. The monthly invoice should be submitted as of the month-end following the applicable date or milestone identified below:

- Submission of Phase IA deliverables in draft form – 25%
- Completion of Phase IA – 25%
- Submission of Phase IB deliverables in draft form – 25%
- Completion of Phase IB – 25%

All costs in excess of the fixed, flat-rate fee, authorized by the Authority's Designated Contract Manager must be in accordance with the hourly rates provided on the Fee Schedule.

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

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

At a minimum, invoices must include:

- company name representing the completed report and fixed, flat fee charged for the completed report;

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

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

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

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

### **6.2 AUTHORITY'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

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

### **6.3 AUTHORITY'S RIGHT TO INSPECT BIDDER'S FACILITIES**

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

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

### **6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION**

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

## **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff and management. In addition, staff or management of other New Jersey state agencies and/or industry Subject Matter Experts (SME's), may participate on the Evaluation Committee, but only in a non-voting capacity. Only Authority staff will evaluate, score and rank proposals received in response to this RFQ/P, and the criteria established herein.

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

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

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

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

A Proposer may not attend the oral presentations of any other Proposer.

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

## **6.7 EVALUATION CRITERIA**

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

### **6.7.1 TECHNICAL EVALUATION CRITERIA**

- a. Personnel: The qualifications and experience of the Proposers management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ/P, based, in part, on the Proposer's submitted narratives and references.
- c. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the

contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

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

For evaluation purposes, bidders will ranked and weighted according to the lowest total firm, fixed-rate price, per the Fee Schedule accompanying this RFQ/P.

Hourly rates for each standardized Category Title Heading must be given, per the Fee Schedule. At the Authority's discretion, the hourly rates will be used for Phase II and any additional work that might be required during the contract timeframe, not specified in the Scope of Work.

### **6.7.3 PROPOSAL DISCREPANCIES**

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

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

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

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

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

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

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

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

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

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

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

#### **6.9 PROTEST OF RECOMMENDED AWARD**

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

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

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

regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

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

## **7.0 CONTRACT AWARD**

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

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

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

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

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

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

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

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

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

## **8.0 CONTRACT ADMINISTRATION**

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

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

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

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

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

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