

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

Request for Qualifications/Proposal

2019-RFQ/P-087

REV: 3/6/19 FINAL

**For: STATE OF NEW JERSEY
MARKETING CAMPAIGN**

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFQ/P Section 1.3.1 for more information.)	March 13, 2019	11:59PM
Optional Pre-Proposal Conference (Refer to RFQ/P Section 1.3.4 for more information.)	N/A	N/A
Mandatory/Optional Site Visit (Refer to RFQ/P Section 1.3.5 for more information.)	N/A	N/A
Proposal Submission Date (Refer to RFQ/P Section 1.3.3 for more information.)	March 27, 2019	12:00PM

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

RFQ/P Issued By

New Jersey Economic Development Authority
Internal Process Management-Procurement
36 West State Street, PO Box 990
Trenton NJ 08625-0990
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1.0 INFORMATION FOR BIDDERS

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) for the development and execution of a 12-month regional/national/international business marketing campaign for the State of New Jersey.

1.1 PURPOSE/INTENT/SUMMARY OF SCOPE:

The purpose of this RFQ/P is to solicit proposals from qualified marketing consulting entities, specializing in state or location-based economic development marketing, with demonstrated prior experience in working with other governmental or public entities for the purposes of business attraction marketing.

The intent of this RFQ/P is to award one (1), one (1) year contract with the possibility of two (2), six (6) month extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer whose proposal, conforming to this RFQ/P is most advantageous to the Authority, price and other factors considered. The Authority may award any and all price lines. The Authority, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the Authority’s best interest.

The Authority’s total estimated budget of three million dollars (\$3,000,000), inclusive of the Proposer’s fees, media placement costs, and any out-of-pocket costs for campaign planning, creative & message development, and other strategies/tactics as applicable. 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) serves as the State’s principal agency for driving economic growth. The NJEDA 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 NJEDA 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 just over \$28.4 billion dollars in assistance, to over 13,500 projects. These projects have created an estimated 376,387 jobs within the State. In 2017, the Authority provided over \$1.9 billion dollars in assistance to five hundred one (501) projects and created more than 23,400 new full-time jobs and 18,900 construction jobs. In fact, since 1979, we’ve developed over 10 million square feet of new and renovated space, valued at more than \$1.5 billion dollars.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

The subject line of the e-mail should state:

“QUESTIONS-2019-RFQ/P-087-State of New Jersey Marketing Campaign”

- 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.
- Each question should begin by referencing the RFQ/P page number and section number to which it relates.

Note: 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 should contain the Bidder’s 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.

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.

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

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 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 commitment dates by which the Authority will take action:

- Q & A Period Ends: **Wednesday, March 13, 2019** at or before 11:59 PM (prevailing local time)
- *If required*, Addendum with Q & A Responses: **Friday, March 15, 2019**
- Proposals Due: **Wednesday, March 27, 2019** at or before 12:00 PM (prevailing local time)
- Estimated Recommendation for Award: **Tuesday, April 9, 2019**, Authority Board Meeting
- Contract Executed: on or about **April/May 2019**.
- Campaign Development **May/June 2019**, approximately four (4) weeks from contract execution, followed by ads running **approximately mid-June**.

1.3.3 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet.

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 submission and any attachments are all to be clearly labeled.

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

“(Entity Name)- Bid Submission-2019-RFQ-087 State of NJ Marketing Campaign, and the document title.”

The RFQ/P electronic proposals must be uploaded to the Authority’s ShareFile system via: <https://njeda.sharefile.com/r-r379febd9a154544b>.

NOTE: Bids received after the date and time specified shall not be considered.

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 BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.njeda.com/rfq>.

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 OPEN PUBLIC RECORDS ACT - CONTENTS OF PROPOSAL

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

Subsequent to the proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

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

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the 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 announced and the contents of the proposals shall remain proprietary and/or confidential until the Conditional/Notice of Intent to Award is issued.

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

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

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

1.4.7 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

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

A Proposer(s) may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the IPM Procurement Department. If the request is granted, the Proposer(s) may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified. The written withdrawal request must be signed by a duly authorized representative of the bidding entity. In the event the Proposer withdraws its bid proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

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

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

New Jersey Economic Development Authority
ATTN: Internal Process Management - Procurement
**REF #2019-RFQ/P- 087 – STATE OF NEW JERSEY
MARKETING CAMPAIGN**
Due Date: March 27, 2019 at or before 12:00 PM (EST)
PO Box 990
36 West State Street
Trenton NJ 08625-0990

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

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

1.4.8 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.

1.4.9 SUBCONTRACTORS

For purposes of this RFQ/P, the Authority will consider proposals submitted which may employ the use of subcontractors 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 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 4.2.4.4 Compliance – Business Registration*” of this RFQ/P. Additionally; the Contractor assumes sole and absolute responsibility for all payments and monies due to its subcontractors.

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

1.4.10 CONFLICT OF INTEREST

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

If such a Conflict of Interest exists with any vendor personnel or any sub-contracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist,

whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

1.4.11 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.

Bid/Proposal – Contractor'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 – Responsible for the management of all New Jersey Economic Development Authority operations.

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

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

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

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

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

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

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

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

State – State of New Jersey

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

Subcontractor – 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

Key Team Member – For this campaign the Key Team Members are a Lead Account Manager/Director, Back-up Lead Account Manager/Director Account Executive, Creative Director, Copywriter, Media Director, Web Director, Web Programmer, Administrative Assistant/Clerical and/or subcontractor(s) 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 at least twenty (20%) percent or more of his/her time on this engagement. At a minimum, you must identify who will be the Lead Account Manager/Director and Back-up Lead Account Manager/Director Account Executive. If a key team member fits multiple position titles, only include them in the position title that they will spend the majority of their time in. A single key team member can only be included in one position title.

Performance Timeline/Program Implementation Schedule - Contractor will be expected to present project timeline demonstrating they can meet the anticipated 12 month campaign.

State of New Jersey Economic Development Plan – Comprehensive economic plan publicly unveiled by Governor Phil Murphy in October 2018 that focuses on five key goals to accomplish by 2025, and details strategic priorities to be undertaken to meet those goals. Plan can be found at: <https://nj.gov/economicplan> and as Exhibit B of this RFQ/P.

3.0 SCOPE OF WORK

The New Jersey Economic Development Authority (“Authority”) is seeking proposals for the development and execution of a 12-month regional/national/international business marketing campaign for the State of New Jersey, with the possibility of two (2), six (6) month extension options, if deemed necessary by the Authority and dependent upon funding.

The Authority is seeking proposals from qualified entities specializing in state or location-based economic development marketing, with demonstrated prior experience in working with other governmental or public entities for the purposes of business attraction and retention marketing. The entities should have demonstrated prior experience in campaign planning, creative and message development, and media placement.

The goals of the marketing campaign, as described in Section 1.1 – Purpose/Intent/Summary of Scope are as follows:

- Spread awareness among businesses regionally and nationally of the State of New Jersey’s value proposition which includes its array of strategic assets, financing and incentive programs and exceptional quality of life.
- Communicate the State’s overarching goal and ongoing efforts to foster long-term, resilient, inclusive economic growth in alignment with Governor Phil Murphy’s comprehensive economic plan for building a stronger and fairer economy in New Jersey

(See Exhibit B – Governor Murphy’s Comprehensive Plan for Building A Stronger and Fairer Economy in New Jersey.)

- Develop messaging and strategies for reaching specific sectors that are of long-term strategic priority to the State as determined by the Authority and Governor Phil Murphy’s comprehensive economic plan for building a stronger and fairer economy in New Jersey.
- Build awareness among New Jerseyans and businesses of workforce development resources available through the State of New Jersey, including apprenticeships, internships, fellowships, on the job training, customized training programs.
- Help attract, retain, and strengthen New Jersey’s diverse workforce and incentivize employers to consider, moving, hiring, and growing in NJ.

3.1 BUDGET & COST BREAKDOWN

The following sections are to be inclusive of the total estimated annual budget level of three million (\$3,000,000.00) dollars:

SECTION A: Proposer’s Fee’s for Key Team Members – This includes all estimated fees to be incurred by the Contractor or Subcontractor(s), for the following position titles, inclusive of the hourly rates and total number of hours to be worked per position, in order to execute the goals of the campaign. At a minimum, you must identify the key team members for the bolded position titles below. If a key team member fits multiple position titles, only include them in the position title where they will spend the majority of their time. A single key team member can only be included in one position title.

- Lead Account Manager/Director
- Back-up Lead Account Manager/Director
- Account Executive
- Creative Director
- Copywriter
- Media Director
- Web Director
- Web Programmer
- Administrative Assistant/Clerical

SECTION B: Media Placement – This includes the anticipated total cost for the direct purchase of media placement along the following categories, as applicable:

- Television Advertisements
- Radio Spots
- Podcasts/Webcasts
- Print Advertisements
- Internet Advertisements
- Out of Home Advertisements
- Search Engine Marketing
- E-Blasts
- Other Advertising (must specify)

SECTION C: Out of Pocket Expenses – Any expense that's not included in SECTION A: Proposer's Fee's or SECTION B: Media Placement, listed above that are necessary to execute the goals of the campaign. This may include but is not limited to:

- Creative development professional services purchased through a third-party vendor:
 - photography
 - videography
 - voice-over
 - copywriting
 - stock photography and music
 - other creative assets (must specify)
- Digital marketing assets such as domain names and other related items
- Professional printing and delivery
- Any other expense as determined necessary by the Proposer to execute and meet the goals of the campaign

3.2 MARKETING SERVICES REQUIRED

In support of the goals outlined in this RFQ/P, the Contractor will create, develop and execute a new brand, campaign theme and messaging for the State of New Jersey, for business attraction marketing utilizing various types of media, as deemed appropriate.

Below are the minimum performance requirements of the marketing campaign.

- A. Recommend and develop objectives and strategies targeted to designated markets and/or the general public.
- B. The Contractor shall propose to create, produce and distribute, as part of the media mix deemed appropriate and specified:
 - Television Advertisements
 - Radio Spots
 - Podcasts/Webcasts
 - Print Advertisements
 - Internet Advertisements
 - Out of Home Advertisements
 - Search Engine Marketing
 - E-Blasts
 - Other Advertising (must specify)
- C. A complete itemization of media cost.
- D. Submit a media plan with associated timelines that provides details of the media mix, recommended media outlets as well as a media schedule. The plan must describe:
 - Identification of the target audience
 - Specific media to be used
- E. Timing, frequency, penetration and length of placement.
- F. Justification as to how recommended outlets match the target audience.

- G. Justification as to how the various elements of the plan are to be integrated for maximum impact, cost effectiveness and return on investment.
- H. Develop a public relations and social media plan that extends or exceeds its media plan.

3.3 PROJECT MANAGEMENT & TIMELINE/DELIVERABLES

Proposers to provide a projected timeline schedule of the twelve (12) month media campaign for the \$3,000,000.00 budget amount.

For each component of the media mix (i.e print, tv, radio), the Contractor shall prepare a creative concept to present to the Authority Contract Manager or his / her designee. The Authority Contract Manager needs to approve before the selection and execution of the final plan.

Finalization of campaign timeline and Initial Ad Launch will occur approximately four (4) weeks from date of executed contract.

3.4 CONTRACTS WITH MEDIA & OTHER 3RD PARTIES

The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts. The Contractor shall enter into all such contracts as the prime Contractor and not as an agent of the State or Authority.

3.5 COMMUNICATIONS AND REPORTING

Contractor shall provide the Authority Contract Manager with quarterly campaign performance reports detailing:

- a. Total Impressions
- b. Total Placements
- c. Website Visits
- d. Leads/inquiries Generated
- e. Any Other Metric/Information Deemed Appropriate To Demonstrate Overall Performance of the Campaign

No additional compensation will be provided for preparing and submitting the requisite reports. Proposers must consider the costs associated with these activities when completing the Fee Schedule.

3.6 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend an Initial Organizational Meeting with the Authority's designated staff. The Initial Organizational Meeting will be held within seven (7) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority's designated staff members, 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 will be required to present and discuss its preliminary "Performance Timeline/Program Implementation Schedule" at this meeting, summarizing its approach to

providing the requisite services, as well as corresponding timeframes to implement each of the various programs/services to be offered.

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

The 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.

3.7 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". It is the Authority's intent to minimize these instances, whenever possible. However, in the event the Contractor fails to accommodate the Authority's need for after-hours work (other than "normal business hours" on two (2) or more instances; the Consultant Firm will be considered to be non-responsive to the needs of the Authority. As such, the Authority may cancel the contract for cause.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

After award of contract:

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

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

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

4.1.1 NON-COLLUSION

By submitting a proposal, the Proposer certifies as follows:

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

The forms discussed herein and required for submission of a proposal in response to this RFQ/P are available on the web at <http://www.njeda.com/rfq>, see RFQ/P Proposer Checklist - 2019-RFQ/P- 087 State of NJ Marketing Campaign, unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

Bid Proposal must contain the following documentation, as noted and should be submitted in one (1) volume and that volume divided into four (4) separate sections with the content of the material labeled and located behind each tab, as indicated below:

4.2.1 SECTION A – COVER LETTER

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

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

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

In this section, the Proposer must set forth its understanding of the requirements of this 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 section of the proposal must, at a minimum, contain the information identified below.

Submit your Technical Proposal as Section B in the following order:

- I. *Management Overview and Technical Approach*
- II. *Description of Bidder's Prior Experience and Qualifications*
- III. *Organization Chart*
- IV. *Key Team Member List & Back-Up Staff*
- V. *Resumes of Key Team Members*
- VI. *Financial Capability of the Proposer*

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

I. Management Overview and Approach

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format. This narrative should convince the Authority that the bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved. If a cover letter isn't included with primary contact identified, include in narrative.

The Proposer must describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the requirements of the RFQ/P. The plan should include the Proposer's approach to communicate with the Authority's Designated Contact(s) including, but not limited to, status meetings, status reports, etc.

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

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

II. Description of Bidder's Prior Experience and Qualifications

The Proposer in a narrative shall describe previous experience promoting state or location-based economic development marketing, including any specific campaigns and projects designed to drive business attraction to a particular business location.

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

III. Organization Chart

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

a. **Contract-Specific Chart.** *The Proposer must include a contract organization chart, with names showing management, supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual.*

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

IV. Key Team Member List & Back-Up Staff

For the purposes of this engagement, a "key team member" is:

- *Lead Account Manager/Director*
- *Back-Up Lead Account Manager/Director*
- *Account Executive*
- *Creative Director*
- *Copywriter*
- *Media Director*
- *Web Director*
- *Web Programmer*
- *Administrative Assistant/Clerical*

The above key team member(s) can be staff and/or subcontractor(s), who are 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.

Proposer must list each key team member by name, title (as listed above), identify if they are staff or subcontractor and the percentage of time each key team member will spend on this engagement, based upon a forty (40) hour work week, including a description of services for each named position listed above and the number of people assigned for each named position.

NOTE: Proposer's utilizing subcontractor(s) are to provide a detailed

description of services each named subcontractor will be providing for the campaign, referencing the applicable section or subsection of this RFQ/P, as well as the Proposer's prior experience in working with the subcontractor on similar projects as the Scope of Work required herein. This information must be included with the proposal to evidence the subcontractor's capabilities and experience.

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

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

V. Resumes of Key Team Members

Detailed resumes or bios shall be submitted for all key team members and back-up personnel identified in the Bidder's "Contract-Specific Chart", who will or who is expected will, perform the work. Resumes/bios should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope, relative to the Scope of Work in this RFQ/P.

Resumes/bios should include the following:

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

VI. 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) must 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 must provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for,

the periods presented in the statements. In addition, the Proposer should submit a bank reference.

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

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

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

4.2.2.1 POTENTIAL PROBLEMS

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

4.2.2.2 SUBJECT MATTER EXPERTS (SME'S)

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

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

The Proposer must submit its pricing using the format set forth on the Fee Schedule, accompanying this RFQ/P. Proposers are NOT permitted to alter or change the provided Fee Schedule (other than to ADD additional lines to Section C, as needed) and must provide pricing, as required on the form for all three (3) sections. Attach any further price clarification, identifying the Section you are clarifying. Failure to submit all pricing (unless indicated by an N/A), as required on the Fee Schedule or altering the format of the Fee Schedule will result in the proposal being considered non-responsive.

In the event additional work, outside of the Scope of Work is required and directly related to the services required herein, the Proposer must present a written proposal to perform the additional work to the Authority's Designated Contract Manager or his / her designee. The proposal must provide justification for the necessity of the additional work, and indicate the number/type of person(s)/hour(s), per person, needed to perform the work. The Proposer shall not begin performing any additional services without first obtaining prior written approval, from the Authority's Designated Contract Manager or his / her designee. The Contractor will be compensated for such additional services, based on the hourly rates submitted in its Fee Schedule in response to this solicitation.

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 one (1) year term of the contract and any extensions, thereto.

4.2.4 SECTION D – 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-SIGNED**) and ALL other documents required prior to contract award, however Proposer's are encouraged to submit ALL compliance documents with the bid proposal.

4.2.4.1 SIGNATORY PAGE

(MANDATORY FORM WITH BID PROPOSAL-SIGNED)

The Proposer shall complete, including signature of an authorized representative of the Proposer, and submit the Signatory Page accompanying this 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 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-SIGNED)

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

NOTE: If the Proposer is a limited partnership, each Ownership Disclosure form must be signed by a general partner. 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 BUSINESS REGISTRATION

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

A Proposer otherwise identified by the Authority as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

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

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

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

4.2.4.5 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Contract primarily for services, 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.

4.2.4.5.1 BREACH OF CONTRACT

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

4.2.4.6 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.

4.2.4.7 SMALL BUSINESS SET ASIDE

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a Set-Aside 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 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.

4.2.4.8 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.

4.2.4.9 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.

4.2.4.10 NEW JERSEY STATE W-9

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

4.2.4.11 INSURANCE CERTIFICATES

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

4.2.4.12 SUBCONTRACT UTILIZATION PLAN

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

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

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

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for one (1) year with the possibility of two (2), six (6) month extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate / back-up individual for each position / individual identified in the Proposer's staffing chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated 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), per the **Scope of Work/Fee Schedule**, once the authorized, completed work is approved by the Authority's Designated Contract Manager.

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:

- a description of the project task or subtask services for the invoice timeframe;
- each itemized position / title assigned to perform the work for the project, including number of hours billed for each position;
- copies of timesheets for employees assigned to do the work referenced in the invoice;

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

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

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and

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

6.2 AUTHORITY'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

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

6.3 AUTHORITY'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

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

6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION

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

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, and possibly other state agencies and/or industry Subject Matter Experts (SME's), but will not be voting members. Only Authority staff will evaluate, score and rank proposals received in response to this RFQ/P, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

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

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

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its proposal. Action by the Authority in this regard should not be construed to

imply acceptance or rejection of a proposal. The Internal Process Management Procurement department will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the Proposers management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP, 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 for Section A: Proposer's Fee, per the Fee Schedule accompanying this RFQ/P.

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

6.7.3 PROPOSAL DISCREPANCIES

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

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose proposal, conforming to this RFQ/P, is most advantageous to the Authority, price and other factors

considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Internal Process Management's Procurement department will recommend the responsible Proposer whose proposal(s), conforming to the RFPQ/, 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 – Operations 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 – Operations. 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 make a recommendation 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. Should the protestor dispute the findings of the Hearing Officer Report, it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the report to refute the findings of the Hearing Officer.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded. The Authority's Board of Directors or Chief Executive Officer will review the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a decision regarding the appropriateness of the award. The action of the Authority's Board 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.

7.0 CONTRACT AWARD

Contract award(s) shall be made with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this 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 vendor to perform the Scope of Services, as outlined in the RFQ/P and specimen contract. By submitting an Offer in response to this RFQ/P, the responding vendor agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

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

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

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY’S DESIGNATED CONTRACT MANAGER

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

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

8.1.1 AUTHORITY’S DESIGNATED CONTRACT MANAGER’S RESPONSIBILITIES

The Authority’s Designated Contract Manager will be responsible for engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The 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 agencies that use the contract must notify and coordinate the use of the contract with the Authority's Designated Contract Manager.