

**Request for Qualifications and Proposals  
(RFQ/P)**

**Property and Facility Management Services  
for  
The New Jersey Economic Development Authority**

**Reference: 2017-RED-RFQ/P-PM-059**

**Issued by: New Jersey Economic Development  
Authority  
Real Estate Development Division  
36 West State Street  
P.O. Box 990  
Trenton, NJ 08625-0990**

**July 28, 2017**

## **A. PURPOSE AND INTENT**

The purpose of this Request for Qualifications and Proposals (RFQ/P) is to solicit and obtain proposals from highly qualified firms to provide property and facility management services.

The services will be performed for various properties owned, operated, leased, and/or managed by the New Jersey Economic Development Authority (referred to herein as “NJEDA” or the “Authority”) and its subsidiaries. Currently, the properties include:

- NJEDA Headquarters, Trenton, New Jersey (including Barnes Street Parking Lot);
- NJEDA satellite offices in Camden;
- NJEDA satellite offices in Newark;
- 2099 Center Square Road, Logan Township, New Jersey;
- Technology Centre of New Jersey, North Brunswick, New Jersey; and
- The Tech Expansion Site, North Brunswick, New Jersey.

Each property requires separate and distinct services which are more fully outlined in this RFQ/P. NJEDA will administer the contracts subject to this RFQ/P on its behalf. NJEDA reserves the right to enter into separate contracts with the successful Firm to distinguish between the services required for each NJEDA-property. Properties may be added during the term of the contract if NJEDA purchases, leases, operates or maintains additional sites. Properties may be deleted during the term of the contract if NJEDA sells, terminates a lease(s) or ceases to operate or maintain any particular site (in whole or in part). When preparing your Firm’s proposal in response to this solicitation, keep in mind that, in the RFQ/P, the word “shall” or “must” denotes proposal items which are mandatory for a proposal to be complete; the word “should” denotes proposal items which are recommended, but not mandatory; and the word “may” denotes

proposal items which are permissible, but not mandatory.

### **Projected Milestone Dates\***

➤ **Site Tours:**

- **Technology Centre of New Jersey, North Brunswick, New Jersey, on Thursday, August 3, 2017 at 11:00 AM.**
- **NJEDA Headquarters, Trenton, New Jersey (including Barnes Street Parking Lot) on Friday, August 4, 2017 at 11:00 AM.**

- **Deadline for Questions: Friday, August 11, 2017 at 2:00 PM**
- **Proposals Due: Friday, August 25, 2017 at or before 2:00 PM**
- **Board Meeting: Tuesday, September 19, 2017**
- ***Conditional Notice of Intent to Award Issued: on or about Tuesday, September 19, 2017.***
- **Compliance Submissions Due: with the proposal or within ten (10) days of the issuance of the *Conditional Notice of Award***
- **Contract Executed: on or about October 6, 2017.**

\* The above dates are provided to interested Proposers for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which NJEDA will take action.

### **DEFINITIONS**

For the purposes of this RFQ/P, the following definitions apply for items regarding the proposal submission and subsequent compliance in accordance with the terms of the contract:

**MAY:** “May” means the proposal item is recommended, but not mandatory for the proposal to be complete.

**MUST:** “Must” means the proposal item is mandatory for the proposal to be complete.

**SHALL:** “Shall” means the proposal item is mandatory for the proposal to be complete.

**SHOULD:** “Should” means the proposal item is recommended, but not mandatory for the proposal to be complete.

### **Term**

The successful Firm will provide the subject services for a term of three (3) years. In addition, the NJEDA in its sole discretion, may extend the term for an additional two (2) year period.

Time is critical with respect to the contract(s). The successful Firm must be ready, willing, and able to gear up and begin performing the work required by this RFQ/P on or about Monday, October 16, 2017.

The successful Firm, as part of its proposal, is to submit a detailed and convincing gear up plan as to how the successful Firm will begin services on or about Monday, October 16, 2017.

During the first two weeks after the Notice of Intent to Award, the NJEDA and the successful Firm will agree upon what services will be provided through subcontractors and what services will be provided through the successful Firm’s in-house staff. The successful Firm will also provide an updated transition and staffing plan within three (3) weeks of the date of the Notice of Intent to Award. NJEDA reserves the right, in its sole discretion, to approve the transition and staffing plan.

In the event the services contracted under this RFQ/P are scheduled to end either by contract expiration or by termination by the NJEDA (at the NJEDA’s sole discretion), or during a bid challenge period, it will be incumbent upon the

successful Firm to continue the services, if requested by the NJEDA, until a replacement Firm can be completely operational. The successful Firm will be compensated for these services at the rates in effect when this transitional period clause is invoked by the NJEDA. In addition, the successful Firm agrees to provide phase-in/phase-out services for a period of not more than thirty (30) days at the rates in effect at the time. Continuity for all services required under the contract(s) must be maintained during this period, unless NJEDA advises otherwise.

### **Site Tours**

**All Proposers are strongly encouraged to attend the following site tours:**

- Technology Centre of New Jersey (sign-in at the Commercialization Center for Innovative Technologies, 675 US Highway One South, North Brunswick, NJ) on **Thursday, August 3, 2017 at 11:00** (North Brunswick sites).
- NJEDA Headquarters and Barnes Street Parking Lot, 36 West State Street, Trenton, New Jersey (sign-in at the 1<sup>st</sup> floor security desk) on **Friday, August 4, 2017 at 11:00 AM.**

**During the above-referenced site tours, it is the responsibility of the Proposer to visit the sites, and make in-depth tours and inspections of each area to be serviced under the terms of this RFQ/P. Any relevant questions generated by the site tours must be presented as required under the Questions and Answers section of this RFQ/P.**

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

other relief under the contract(s) because of any misunderstanding or lack of familiarity with all the sites.

**Due Date**

Proposals must be received **at or before 2:00 p.m. on Friday, August 25, 2017**. Proposals shall be submitted in a securely SEALED envelope or carton. Unsealed, faxed or e-mailed proposals shall not be accepted. Proposals to the RFQ/P will be received until the above-mentioned time and date for receipt and publicly opened at NJEDA Headquarters at the date and time noted above.

Proposals received after **2:00 p.m. on Friday, August 25, 2017** shall not be considered. If they are hand delivered after 2:00 p.m., they will not be accepted. If delivered after 2:00 p.m. by a third-party courier service, the proposing Firm will be given notice for option to retrieve; if not, the proposal will be destroyed appropriately.

All proposals should be submitted as follows:

- one (1) printed, signed original, bound
- three (3) printed copies of the signed proposal, unbound
- a signed Adobe PDF version supplied on a media submission or compact disc\*

(\*The media submission should include electronic (i.e. scanned) versions of all submittals supplied with the proposal submission. The media submission should be clearly marked with the Proposer's name, address and phone number information, as well as, the RFQ/P information REF #2017-RED-RFQ/P-PM-059.)

Proposals should be addressed to:

**Mailing Address/Shipping/Delivery Address:**

New Jersey Economic Development Authority  
Real Estate Division  
36 West State Street  
PO Box 990  
Trenton, NJ 08625-0990

**REF # 2017-RED-RFQ/P-PM-059**

**Due Date: Friday, August 25, 2017 at or before 2:00 PM.**

**IMPORTANT: The Fee Proposals must be SIGNED in INK!** Failure to do so will render the proposal materially non-responsive and subject to rejection.

### **Questions and Answers/Addenda**

**Any questions/clarifications regarding this RFQ/P should be directed in writing, by email to [QARED@njeda.com](mailto:QARED@njeda.com), (NJEDA will not accept any telephone calls regarding this RFQ/P). The deadline for questions is at or before 2:00 PM on Friday, August 11, 2017.**

Proposers are encouraged to carefully review the Contract at **Exhibit I**. Questions regarding the Contract and any proposed modifications to mandatory requirements of this RFQ/P must be posed during the questions/clarifications period set forth above and should contain Proposers suggested changes. NJEDA, however, is under no obligation to grant or accept any changes to the Contract. By submitting a proposal in response to this RFQ/P, Proposers agree to be bound by the terms of the Contract attached as **Exhibit I**, and any revisions, if applicable, outlined in the final Questions and Answers. Exceptions to or questions regarding the Contract received after the Question and Answer period cannot be considered.

Accordingly, any proposal submitted in response to this RFQ/P will be considered a firm Offer by the responding Firm to perform the Scope of Services, as outlined in the RFQ/P and the Contract.

Execution of the Fee Proposals indicate acceptance by Proposers of the form of the Contract.

Interested parties are encouraged to frequently check the Bidding Opportunities section of NJEDA's website from the date and time the *RFQ/P* is issued, up to and including the due date and time of the proposal opening. Reference #**2017-RED-RFQ/P-PM-059** available at <http://www.njeda.com/bidding> *Notices of Request for Qualifications and Proposals* for any updates, additional information and/or addenda pertaining to this RFQ/P, as well as, for posted questions and answers.

All addenda to the original RFQ/P will be posted on NJEDA's website and will become part of this RFQ/P and will be incorporated by reference in the final contract(s) resulting from this RFQ/P.

NJEDA will post to the NJEDA website the final Question and Answer document and any Addenda issued, no later than two (2) days prior the proposal submission date.

Proposers will be required to be knowledgeable of and acknowledge receipt of all Addenda, and Questions and Answers, and should provide as part of its proposal submission the attached Acknowledgement of Receipt of Addenda / Q&A form, which is attached as **Exhibit B**.

### **Joint Ventures**

Property/Facility Management joint ventures are not eligible for submission.

### **Initial Organizational Meeting**

The successful Firm will be required to attend an initial organizational meeting with NJEDA staff. The meeting will be held at NJEDA's offices located at 36 West State Street, in Trenton. NJEDA, in its sole discretion, may permit certain, limited staff members of the successful Firm to participate via teleconference, should travel to NJEDA's offices be prohibitive. NJEDA, in its sole discretion, shall determine the appropriateness of teleconference participation.

It is expected that this meeting will be held during normal business hours (i.e. defined as 8:30 AM to 4:00 PM), and will encompass approximately three (3) hours. The purpose of this initial organizational meeting is to allow the successful Firm (and any staff assigned to perform work against the resulting contract) the opportunity to meet with NJEDA's staff, to gain a clear understanding of performance expectations, to review NJEDA's requisite timeline and deadline for the commencement of services, and to review the successful Firm's gear-up, staffing, and subcontractor utilization plans.

NJEDA will make every effort to schedule the meeting at a mutually convenient time; however, NJEDA will make the sole determination regarding the date and



time to ensure maximum participation by NJEDA's staff. The Proposer must consider the costs to participate in this initial organizational meeting when preparing its Fee Proposals, since no additional compensation will be given for attendance at and participation in this initial project meeting.

### **Vendor Payments**

During the term of the contract(s), compensation will be paid by NJEDA to the successful Firm for the following services:

1. Property and Facility Management Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building based on fixed monthly rates;
2. Facility Manager Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building based on fixed monthly rates;
3. Site Superintendent Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building, based on fixed monthly rates;
4. Janitorial Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building, based on fixed monthly rates;
5. Landscape/Ground Maintenance Fees for the Technology Centre of New Jersey, the NJEDA Tech Centre Expansion, North Brunswick, NJ, and 2099 Center Square Road, Logan, NJ based on fixed monthly rates;
6. Reimbursement for direct cost (without markup) of NJEDA approved subcontracts or purchase orders (all sites);
7. Reimbursement for direct cost (without markup) for NJEDA approved purchases of supplies, materials, tools, and equipment (all sites);
8. Approved and requested fees for additional services and/or staff based on an agreed maximum not-to-exceed, lump sum fee, or time

and materials fee in accordance with fully loaded hourly rates set forth in the successful Firm's Fee Proposal(s); or if not specified in the proposal, then reasonable and customary amounts as negotiated by NJEDA.

9. Annual escalation.

## **B. BACKGROUND**

### **New Jersey Economic Development Authority**

The New Jersey Economic Development Authority ("Authority" or "EDA"), which was established to promote economic and urban development in the State, is an independent instrumentality of the State of New Jersey. The Authority is a state financing and economic development agency that offers financing assistance to for-profit businesses and non-profit organizations, access to Small Business services, real estate development assistance and incentives to attract and retain businesses in New Jersey. In addition, it plays a key role in implementing major development projects, by providing site selection services, as well as a full range of real estate development services, from assembling land and structuring financing to overseeing building construction. This full-service approach produces considerable financing advantages and cost benefits that make it easier and more affordable for companies to locate and stay in New Jersey. The Authority can assist credit-worthy businesses that need facilities for manufacturing, distribution, or research; developers of projects involving office, retail, entertainment, and hotel uses; and governmental entities requiring new or renovated facilities.

Since its inception in 1974, the New Jersey Economic Development Authority has provided just over \$26.5 billion dollars in assistance, to over 13,000 projects. These projects have created an estimated 352,987 jobs within the State. In 2016, the Authority provided over \$1.5 billion dollars in assistance to five hundred seventy-one (571) projects and created more than 10,200 new full-time jobs and 9,100 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.

Through its Real Estate Development Division, NJEDA offers a full range of real estate development services, from assembling land and structuring financing to overseeing building construction. This full-service approach produces considerable financing advantages and cost benefits that make it easier and more affordable for companies to locate and stay in New Jersey.

## **Technology Centre of New Jersey**

The Technology Centre of New Jersey, is owned and managed by NJEDA. The Technology Centre of New Jersey is a 50-acre campus comprising seven buildings totaling more than 330,000± square feet located on Route 1 in North Brunswick, Middlesex County, NJ. The Technology Centre of New Jersey is a collaborative effort which features state-of-the-art laboratory, office, and production facilities for emerging and established technology companies. Tenants include Merial Limited, Allergan, Chromocell Corporation, Rutgers, the State University, Hurel Corporation, Orthobond Corporation, and numerous start-up companies at the Commercialization Center for Innovative Technologies. Future plans may include additional build-out on several pad sites within the Technology Centre.

### **C. SCOPE OF SERVICES**

The successful Firm will be required to provide all the services described in this RFQ/P and all other services, including procuring, managing, and supervising all necessary subcontractors required by the NJEDA for the following properties:

1. Technology Centre of New Jersey, North Brunswick, NJ  
**Scope of Services:** Property and facility management services  
**Refer to Exhibit C**
  
2. NJEDA Headquarters, Trenton, NJ (including Barnes Street Parking Lot)  
**Scope of Services:** Property and facility management services  
**Refer to Exhibit D**

3. NJEDA Tech Centre Expansion, North Brunswick, NJ  
**Scope of Services:** Property management services  
**Refer to Exhibit E-1**
4. Logan Site, 2099 Center Square Road, Logan Township, NJ  
**Scope of Services:** Property management services  
**Refer to Exhibit E-2**
5. NJEDA satellite offices in Camden, NJ;
6. NJEDA satellite offices in Newark, NJ;
7. Waterfront Development Lots, Camden, NJ; and
8. Pamphylia Avenue, Bridgeton, NJ.

Please note that Properties #5 through #8 above only require limited property management services and a separate work order will be prepared by NJEDA staff and issued to the successful Firm if property management services are required.

Each of the above listed properties requires separate and distinct property and facility management services which will be generally outlined by the terms, conditions, specifications, and Scope of Services included in this RFQ/P. Furthermore, the successful Firm awarded the Agreement to provide the services subject to this RFQ/P may also be retained by the NJEDA to provide additional services for other NJEDA owned, operated, leased, or managed properties. It is understood that NJEDA must find the successful Firm's services to be acceptable and satisfactorily completed to be considered a candidate to be retained by NJEDA to provide additional property management services relative to the project. It is further understood that NJEDA is under no obligation to solicit a proposal and/or retain the successful Firm to provide any such additional services. The Contract will be amended and appended as required, should NJEDA procure such additional project related services.

**D. QUALIFICATIONS, EXPERIENCE, and INFORMATION**

**1. QUALIFICATIONS:**

In order to be considered for selection, the successful Firm should be able to demonstrate in its proposal that it has:

- i. Experience in providing Property and Facility Management Services, for at least five (5) years, for office and commercial business campus facilities greater than four (4) acres; one of the buildings should be at least 50,000 square feet. The successful Firm must have a direct contractual agreement for the referenced properties and the types of facility and property management services must be at least as extensive as the services required by this RFQ/P.
- ii. The successful Firm should have staff experienced with accounting, budgeting, CAM reconciliations, payment, and accounting of all accounts payable, building management and tenant services, tenant relations, lease interpretation and evaluation as related to the required services. The successful Firm must have a direct contractual agreement for the referenced properties and the type of services must be at least as extensive as the services required by this RFQ/P.
- iii. The proposed Facility Manager and the Site Superintendent(s) should each have a minimum of five (5) years experience in providing Property and Facility Management Services similar to those described in the Scope of Services of this RFQ/P. The proposed Accountant should have at least an Associate's Degree in Accounting and a minimum of five (5) years of real estate accounting experience including CAM reconciliations.

## **2. EXPERIENCE:**

Proposals should demonstrate that a Proposer has at least five (5) years of experience in all the areas of service covered by this RFQ/P including, but not limited to:

- i. A proven track record, staff resources and experience to be able to provide Property and Facility Management services.
- ii. Experience utilizing a Property Management and Accounting System.
- iii. Experience procuring, managing and supervising subcontractors related to property, facility management, tenant fit out and construction projects
- iv. Specific experience in building operations and management disciplines.
- v. The Proposer should indicate whether it has in-house staffing capability to meet the staffing needs as required by this RFQ/P or whether it will be hiring staff. The Proposer should provide evidence that its staff, resources and experience with property and facility management will enable it to effectively perform and deliver the services required of the resulting contract(s). This is to be evidenced by the qualifications of the proposed staff assigned to perform the work against the resulting contract(s), as indicated by the staff resumes, job descriptions, and staffing plan submitted with the proposal. The staffing plan should contain an outline of annual vacation, sick, administrative leave time for each staff member. Prior to commencing services, the successful Firm will have background checks conducted on all assigned staff and will provide copies to NJEDA.
- vi. Specialized property/facility management experience including:
  - a) The operation of commercial building mechanical, HVAC and control systems including chilled beam HVAC systems;
  - b) The operation of a Building Management System;

- c) Troubleshooting and/or performance verification of mechanical control systems and HVAC systems;
  - d) Trouble shooting and/or performance verification of other building systems including but not limited to energy management systems (EMS), fire alarm/security systems, and general building and lighting electrical control systems;
  - e) Producing capital repair and improvement plans for office buildings and building operating systems;
  - f) Maintaining regular communications for building operation issues with building tenants/occupants and resolving building oriented complaints;
  - g) Implementing cost control and savings measures to ensure the building is operated effectively, efficiently and within budget; and
  - h) Licensed boiler operator personnel (license must be in effect upon the date of commencement of the services).
- vii. Experience drafting Scopes of Services for bidding subcontracted facility, property management and construction related projects.

3. **PROPOSER INFORMATION:**

In order for a proposal to be reviewed and evaluated, the Proposer should provide the following information:

- a. Name, business address, telephone and email address of the company headquarters and regional business offices, if applicable;
- b. Federal Tax ID #;
- c. Detail of business structure (corporation, partnership, LLC) including the date that the business was established and history of the proposing Firm and a listing of persons holding ownership in company;

- d. Résumés of owners and proposed staff to be assigned to the projects (if staff is to be hired, provide job description for each position);
- e. Organization chart of the proposing Firm;
- f. Current client/property listing, including description of services provided;
- g. Listing of standard insurance coverages and limits;
- h. Listing of total staff, staff located in regional office locations, and staff to be assigned to this assignment;
- j. A total of five (5) references should be provided. NJEDA, in its sole discretion, shall determine whether or when it is appropriate and/or necessary to contact the references provided, to gain a clearer insight into the Proposer's capabilities and experience regarding the requisite services. These references will allow the NJEDA to address specific questions / issues with the reference source, regarding the Proposer's performance, quality, and responsiveness, as each relates to the specific engagement. NJEDA reserves the right to request a site tour of an existing managed property;
- k. List of any outstanding litigation;
- l. Property Management and Accounting Systems experience (list all systems currently and actively in use by the Proposer with sample reports and an outline of what capacity the system is utilized, i.e., property data, tenant data, work orders, invoices, CAM);
- m. At least one sample scope document written by the proposing Firm for three separate property management and/or construction related services i.e., (HVAC, janitorial, landscaping and snow removal);
- n. State of New Jersey SBE/MBE/WBE Certifications, if applicable;
- o. List of qualified replacement staff for sick days, vacations, and personal emergencies;
- p. Annual dollar volume of facility/property management services provided during the previous five years of operation including dollar values for all work performed including the proposing Firm's fee income and the property management expenses for managed properties; and



- q. Internet website address.

**E. PROPERTY AND FACILITY MANAGEMENT SERVICES**

For all properties that require property and/or facility management, the successful Firm's responsibilities will include, but not be limited to, the following (as applicable to each respective property):

1. Maintaining continuous communication with assigned NJEDA staff on all building related issues including conducting meetings and providing required written reports on a monthly basis ("Monthly Progress Report"). or such other schedules or reports as may be requested by the NJEDA).
2. Assessing and reporting, in writing, the conditions of the properties, the buildings and their systems, incorporating suggestions for improvements, repairs and/or maintenance, and reviewing all existing warranties, manufacturer's instructions and other contracts within the first thirty (30) days of the contract and at least on an annual basis during the term of this contract. The initial assessment and recommendations must be provided to the NJEDA Property Manager within forty-five (45) days of contract execution.
3. Copies of all warranties will be maintained by the successful Firm and a comprehensive list of all warranties will be provided to the NJEDA including expiration dates. The successful Firm will track all warranty expirations and advise the NJEDA of all expiration dates sixty (60) days prior to the expiration date. The successful Firm will obtain warranty renewal information and costs to assist the NJEDA with the decision of whether to purchase an extended or replacement warranty.
4. Within thirty (30) days after contract execution, and monthly thereafter, the successful Firm will review and update all existing Comprehensive Preventative Maintenance plans and Preventive Maintenance spreadsheets as part of the Monthly Progress Report

and provide copies to the NJEDA Property Manager. The comprehensive preventative maintenance plans will be updated upon purchase of any new equipment with updated copies provided to the NJEDA. The comprehensive preventative maintenance plan for each project site will include a complete list of all building systems and equipment including make, model, serial number, date purchased, cost, building location, complete maintenance history, scheduled maintenance requirements and warranty information. The successful Firm will prepare a report detailing the maintenance to be performed in accordance with the manufacturer's recommendations, if applicable, the personnel who will provide the maintenance (the successful Firm or a subcontractor), and whether the preventative maintenance can be performed during regular work hours. The successful Firm must provide a list of what preventative maintenance cannot be performed during regular work hours and an estimate of the cost.

5. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance schedules and a five-year capital plan.
6. Preparing and updating quarterly, an annual Procurement Plan for all building-related service contracts and making recommendations to NJEDA on when such contracts should be rebid and developing and implementing timely bid packages for such service contracts. All subcontracts and purchase orders must be procured in accordance with the guidelines provided in the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit G**.
7. For all work procured and undertaken on behalf of the NJEDA under this RFQ/P, the successful Firm must provide copies of all completed and signed subcontractor procurement and compliance forms, complete bid documents, including the scope, copies of all bids received and executed contracts. These documents will remain on file with the successful Firm and the NJEDA. The successful Firm shall provide electronic copies of all required documentation to NJEDA.

8. Hiring, or causing to be hired, paid, and supervised, all persons or subcontractors necessary to properly maintain and operate the buildings who, in each instance, will be the successful Firm's (and not the NJEDA's) employees and subcontractors, and paying those employees no less than the appropriate prevailing wage for the county where the work is being performed, as applicable. For the persons working as a Site Superintendent, all the requirements must be followed per the State of NJ Building Service Contracts Act ("BSCA"). All services will be tracked through a work order system. Reimbursement for services performed will not be approved or paid by the NJEDA unless generated through the work order system and all work orders must be attached to the respective invoice. Except for emergencies, the successful Firm will not perform work unless previously authorized by NJEDA.
9. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by NJEDA.
10. Maintaining the properties and buildings in such condition as required by this RFQ/P and as otherwise may be deemed advisable by NJEDA including, but not limited to, site and building inspections, site walkway and roadway inspections, all required service, preventative maintenance and repairs on the grounds/site, walkways, roadways, buildings and equipment, painting, interior and exterior cleaning, and performing and providing a written report on routine inspections of all grounds/site and buildings at least twice a year. Repairs and incidental alterations of the building to be made, including, but not limited to, electrical, plumbing, HVAC, steam fitting, carpentry, masonry, elevator, roof and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the building(s). Where specifications or standards are not included herein, maintenance will be in accordance with manufacturer's recommendations and standards.

11. Ensuring that maintenance and repairs are performed by trained technicians, which maintenance and repair will not interfere with the operations of NJEDA or its tenants, whose normal hours of operation are 8:30 a.m. to 5:30 p.m., Monday through Friday, unless specified otherwise. The successful Firm will review all warranties prior to authorizing maintenance or repairs to ensure covered work is not charged to the NJEDA. Warranty review must be included as part of all applicable work orders. The successful Firm will not be reimbursed for any work that could have been covered under warranty. Each piece of equipment that is serviced or repaired must be tagged or labeled at the time of service. The tag must show the name of the contractor, the date and type of service performed and the name and signature of the technician who performed the work. If equipment must be shut down for service or repairs, the successful Firm is required to coordinate the schedule with the NJEDA Property Manager and the impacted tenants before any shutdown. All this information must be tracked through the database and also kept in the preventative maintenance book(s) located on-site.
  
12. Soliciting, developing scopes, request for proposals (RFPs), bidding and entering into subcontracts or purchase orders for any necessary HVAC, equipment, equipment maintenance, elevator inspection and maintenance, janitorial (unless self-performed), window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snowplowing/de-icing, fire alarm testing/inspection, paving, tenant improvement, site improvement, demolition, and construction projects, and other services as shall be advisable in accordance with the procedures set forth in the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit G**. All labor procured by the successful Firm must be paid at least the appropriate prevailing wage according to the BSCA. To the extent possible, all subcontracts should include language allowing for the subcontract to be assigned to another property management firm or the NJEDA.

13. Ensuring that any equipment to be replaced will be new or remanufactured and will be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment will be Energy Star® compliant, and be in accordance with Executive Order No. 11.
14. Ensuring that any new equipment has a warranty, if available, for a minimum of one (1) year from the date of replacement and replaced at no cost to NJEDA if found defective during that time. The successful Firm will obtain cost estimates for extended warranties on new installations and consult with NJEDA regarding the purchase of such contracts. Equipment under warranty will be maintained in accordance with warranty instructions and conditions and will be documented accordingly. At the expiration or termination of the contract(s), all equipment furnished and installed by the successful Firm shall remain and become the property of the NJEDA, as applicable.
15. The successful Firm will provide emergency on call service on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by any Tenant, or the NJEDA, the successful Firm has a maximum of one hour to respond to all calls. The successful Firm will provide NJEDA with an emergency call tree for the purposes of response escalation (on-call 24 hours per day, seven days per week). The Proposer must consider the costs to provide this service in its Fee Proposals, since no additional compensation will be given for being on-call, unless the emergency services are required to be performed on-site.
16. Providing updates of all changes to existing wiring diagrams, building and system drawings for all existing systems and any systems that are added to the building(s) by the successful Firm's staff or through a subcontractor. Drawings and diagrams are to be in compliance with accepted drafting standards.

17. Maintaining a written or computer-generated log of all hours of work completed by all employees and subcontractors. The successful Firm will implement a tracking system at all sites for use by the successful Firm's staff and subcontractors at no additional cost to NJEDA. The successful Firm will provide the NJEDA with weekly time cards, either by legible copy or electronic submission and all documentation required in the Compliance section of this RFQ/P, including weekly payrolls for prevailing wage tracking requirements. Failure to submit time card and prevailing wage documentation may result in the NJEDA not paying for those services.
18. Where applicable, pursuant to N.J.S.A. 2A:30A-1, et seq., and N.J.S.A. 2A:32-40, et seq., the terms of this this contract are subject to the New Jersey Prompt Payment Act. This includes the provisions of the Act that address subcontracting, subcontractors, and subcontracts.
19. Prior to submittal to the NJEDA for reimbursement, the successful Firm will review all invoices/bills received for services, work, equipment, tools, and supplies ordered in connection with maintaining and operating the buildings. All invoices must be reviewed and initialed by the Facility Manager for accuracy and reasonableness. The successful Firm will also ensure that the invoices/bills are legible and include a complete, detailed description services, work, equipment, tools, or supplies. All invoices submitted for payment that are part of a procured service shall include the appropriate prevailing wage documentation in order to be paid by the NJEDA. All invoices will be submitted electronically to ensure timely billing and avoid late charges, which will not be paid or reimbursed by NJEDA. One invoice per property per month will be submitted electronically to [REDinvoices@njeda.com](mailto:REDinvoices@njeda.com). Utilities will be paid directly by the NJEDA. The successful Firm must track and include all utility charges and usage amounts for CAM and reporting purposes.
20. Reviewing each lease and sublease to become familiar with NJEDA's specific responsibilities to each tenant/subtenant. The successful

Firm will not be compensated for services performed on behalf of any tenant or subtenant unless the services are specifically required to be performed by the lease/sublease. If the successful Firm provides services directly to any tenant/subtenant for work unrelated to the services required under this RFQ/P, those services cannot be performed by any employee scheduled to be onsite, or during the successful Firm's normal business hours and cannot be charged to NJEDA. If a conflict occurs, NJEDA staff will provide a determination of the lease/sublease requirements.

21. Providing monthly budget v. actual reports to the NJEDA as part of the Monthly Progress Report package and, when necessary, identifying variances and recommending corrective actions.
22. Services under this RFQ/P will be subject to N.J.A.C. 17:44-2.2. Accordingly, relevant records of the successful Firm entering into the Contract are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The successful Firm shall maintain all documentation related to products, transactions or services under the Contract and all subsequent subcontracts for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

22. Establishing and maintaining orderly books, records and files containing correspondence, scope(s) of work, proposals, invoices, contracts, subcontracts, payroll records, and all other documents and records pertaining to the properties and buildings and the operation and maintenance thereof, which NJEDA may review at any time. The successful Firm will provide such documents as the NJEDA may reasonably require within five (5) business days after request by the NJEDA. Records must be stored at the successful Firm's headquarters, not on-site. At the end of the contract term, the successful Firm will deliver all required documents to NJEDA Headquarters or to the

offices of any successor Property Management Firm for no additional cost.

23. Providing information and training to advise employees of the successful Firm and NJEDA of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used by the successful Firm or its subcontractors. Before any chemical product is used on or in the building(s), a copy of the product label and Material Safety Data Sheet must be provided to and approved by NJEDA before the chemical is applied. The data must be stored electronically and on-site. This information will also be used to facilitate the annual completion by the NJEDA of the NJ Right To Know forms as required by the NJ Department of Health.
24. Providing written Monthly Progress Reports which includes an Executive Summary to NJEDA within twelve (12) calendar days of the end of each month including a precise description of services provided to the building(s) via a work order listing, including all systems and equipment, number of employees/subcontractors involved, the costs incurred, utility information and other information as requested by the NJEDA.
25. Property and Facility Management Services referenced above may include, but are not limited to:
  - a. Lighting Systems
  - b. Pest Management
  - c. Electrical Switchgear and Electrical Systems
  - d. Landscaping, tree maintenance, and maintaining walkways
  - e. Automatic Doors
  - f. Daily responsiveness to issues/problems identified by Tenants, or NJEDA staff
  - g. Rubbish Removal
  - h. Monthly site inspections and verification of such inspection reported to NJEDA every six (6) months



- i. Developing scopes and soliciting written bid proposals from at least three (3) qualified suppliers or service providers on each requirement as outlined in Section F of this RFQ/P and in accordance with the annual Procurement Plan
  - j. Maintain inventory, supply list and spare parts documentation
  - k. Building generator operation, maintenance, and repair
  - l. Provide five (5) year Capital Repair and Improvement Plan
  - m. Fire Alarm and Fire Suppression Systems
  - n. Provide staff to maintain and perform routine inspections and required maintenance
  - o. Janitorial Services
  - p. Maintain all drawings, as-builts and other schematic drawings current, as well as, site/equipment manuals, warranties, etc. and providing copies to NJEDA of any new schematic drawings and/or building plans
  - q. Plumbing
  - r. Provide timely Monthly Reports
  - s. Elevator Maintenance
  - t. Review work orders, maintenance tracking and scheduling systems
  - u. Maintain grounds, roadways, sidewalks, and parking lots, if applicable
  - v. Provide Operational and Comprehensive Preventative Maintenance Plans
  - w. HVAC
  - x. Window Cleaning
  - y. Painting
  - z. Snow removal and de-icing
  - aa. Purchase kitchen amenities/supplies, and any other items as requested by the NJEDA to operate the facility
26. Performing monthly fire extinguisher maintenance; annual fire extinguisher inspections; fire prevention system maintenance and inspection; and coordination and assistance with semi-annual fire drills as required by state and local laws.

27. With the prior written consent of NJEDA, negotiating and reviewing subcontracts to be entered into by the successful Firm for repairs and improvements to the buildings, preparing requisite scopes of services, and supervising all work to be performed under such subcontracts and purchase orders and authorizing payment for all work performed under such subcontracts. Engage, as necessary, subcontractor services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the buildings, grounds/site, walkways, roadways, and equipment, in accordance with the Solicitations of Proposals and Quotations Methodology, attached hereto as **Exhibit G** and the annual Procurement Plan.
28. Provide guidance and recommendations for cost savings measures and energy efficiencies.
29. Generating reports acceptable to the NJEDA utilizing the successful Firm's own property management tracking software. The successful Firm will utilize its software to its fullest capacity including tracking all work orders, invoices, utilities, CAM charges, etc. The successful Firm should include any fee for a property management and/or accounting database system or any license charges as part of the successful Firm's Property and Facility Management Fees. The successful Firm's software must have wide reporting capabilities and must be kept up-to-date by the successful Firm to meet the NJEDA's monthly, quarterly, and annual reporting requirements. The successful Firm must provide to NJEDA personnel at least one (1) license to remotely log on to the property management software system.
30. Providing company uniforms and photo identification cards to all personnel assigned to work at the NJEDA and requiring subcontractor personnel to provide a photo ID. Any employee reporting to work without the proper identification and a company uniform, either by the successful Firm or a subcontractor, may not be permitted to enter the premises.

31. Performing such other property/facility management and procurement tasks for NJEDA owned properties and other State owned or leased properties, as may be required and requested by the NJEDA such as, but not limited to, copier and office supplies, tools, office equipment, furniture, kitchen amenities/supplies, etc.
32. NJEDA will provide the successful Firm with one workstation and printer per location for use by the Site Superintendent which will include a desk and wireless or direct internet access.
33. All work orders requested by NJEDA employees and CCIT tenants must be approved by the NJEDA Property Manager, except for emergencies which must be reported to NJEDA Property Manager within twenty-four hours of the event.
34. All work orders requested by NJEDA staff and tenants must be input into the successful Firm's property management system for tracking purposes.

**F. PROCUREMENT, MANAGEMENT, AND PAYMENT OF SUBCONTRACTORS/SUBCONSULTANTS/VENDORS**

During the term of the contracts and any extensions thereto, and in accordance with its approved Procurement Plan, the successful Firm will be required to procure and manage certain services by subcontractors and subconsultants and also to make purchases on behalf of NJEDA. The successful Firm must identify and substantiate the need to secure such services/purchases from a qualified subcontractor/subconsultant/vendor and will obtain prior written approval to do so from NJEDA staff. The successful Firm will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) and Minority-Owned Business Enterprises (MBEs) when possible and as permitted by law.

Where applicable, the successful Firm will source and secure such services through a competitive bidding process to be conducted by the successful Firm, in accordance with the procedures outlined in the Solicitation of Quotations and Proposals Methodology and Procedures attached to this RFQ/P as **Exhibit G**. The

successful Firm will be responsible for the subcontractor / subconsultant / vendor's: (a) performance; (b) compliance with all the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws including the payment of prevailing wages and submittal of certified payroll sheets. Proposers should note that the successful Firm will retain the sole and absolute responsibility for the management and supervision all its own staff / subcontractors / subconsultants / vendors to a high quality of service. *The successful Firm will take all steps necessary to ensure that all work is being performed to the highest professional standards including the performance of audits of staff and subcontractors performing services during and after normal business hours and on the weekends.* Additionally, the successful Firm assumes sole and absolute responsibility for all payments due to its subcontractors / subconsultants / vendors. Charges to NJEDA for reimbursement will be invoiced without additional mark-up, additional charges added by the successful Firm, or sales tax.

**No subcontractors, subconsultants, or vendors should be hired by the successful Firm for the services required under this RFQ/P until NJEDA has approved the successful Firm's staffing plan and a notice to proceed has been issued by NJEDA.**

Within ten (10) business days of execution of a subcontract, the successful Firm will provide the following documentation to NJEDA:

- a. Fully executed subcontract or Purchase Order;
- b. Business Registration Certificate (BRC);
- c. Contractor Registration Certificate, (if applicable);
- d. SBE certificate, (if applicable);
- e. Prevailing wage documentation, (if applicable);
- f. Source Disclosure (if applicable); and
- g. Certificate of Insurance between the successful Firm, NJEDA and subcontractor.

**G. MONTHLY INVOICE PACKAGE**

1. The monthly invoice package, including all supporting documentation and compliance documents, must be submitted electronically by the

successful Firm to NJEDA by 12:00 noon the 12<sup>th</sup> calendar day of each month. A paper copy with original backup including invoices, receipts and signatures must be retained at the offices of the successful Firm and submitted to NJEDA only upon request.

2. The successful Firm must submit invoices for all services rendered within ninety (90) days of the date the service was provided/performed. Invoices for services rendered more than ninety (90) days prior to submission, will not be paid by the NJEDA unless the successful Firm receives a written waiver from NJEDA. The successful Firm is encouraged to inform its subcontractors / subconsultants / vendors of this policy.
3. The successful Firm must pay all bills and invoices in a timely manner. NJEDA will not reimburse the successful Firm for any late fees charged or incurred in connection with any of the services performed under the contract(s).
4. The successful Firm must research all early payment discount programs and electronic payment options with subcontractors and vendors. If an early discount is available, the successful Firm must take advantage of this program and ensure that payments are made in a timely manner to ensure the requisite discount is received on behalf of NJEDA.
5. The successful Firm must submit a Monthly Status Report (MSR) (**Exhibit F-9**), along with each invoice package, on a monthly basis to NJEDA. Property Management Fee Invoices will be considered non-compliant and will not be processed until receipt of the MSR. All required compliance must be attached to the MSR. The successful Firm must also keep a combined MSR for all invoices processed so NJEDA can report a percentage of SBE/MBE money spent Year to Date. See **Exhibit F-9** for a copy of the current MSR form.
6. Services under this RFQ/P will be subject to N.J.A.C. 17:44-2.2. Accordingly, invoices submitted to NJEDA will be subject to review by the Office of the State Comptroller ("OSC"). Improper billing practices

will be subject to penalties. Relevant records of the successful Firm entering into the Specimen Contract and all subsequent subcontract agreements are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The successful Firm shall maintain all documentation related to products, transactions, or services under Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

7. NJEDA considers the successful Firm to be the sole point of contact with regard to contractual matters with subconsultants and subcontractors and the successful Firm will be required to assume sole responsibility for the complete effort stipulated in the RFQ/P. Payments will only be made to the successful Firm. The successful Firm is responsible for assuring subcontractor compliance with all terms and conditions of this RFQ/P and assumes sole responsibility for all contractual obligations and all payments due the subcontractor(s) under subcontracts and purchase orders. Subcontractor compliance must include monitoring all work that takes place during and after normal business hours.
8. All reimbursement for purchases made by the successful Firm's staff on behalf of the NJEDA must be included on an invoice for processing. No direct reimbursement will be made to the successful Firm's staff for purchases paid in cash or by a personal credit card. The successful Firm must provide the Site Superintendent and/or Facility Manager with a corporate credit card or other means to make purchases that cannot be invoiced. NJEDA will only fund reimbursement for purchases through the property management fee invoice process. It is preferable, but not mandatory, that accounts are set up with vendors who are used regularly by the successful Firm in order to expedite the order and delivery process.
9. All procurements over \$1,000 must be made in accordance with the procedures set forth in the Solicitations of Proposals and Quotations Methodology (**Exhibit G**). Purchase of tools and equipment over \$100

must be previously approved by NJEDA's Property Manager and be included on an equipment/tool inventory report.

10. Disputes – Any amount disputed by NJEDA will not be paid by the NJEDA until the matter is resolved as evidenced in writing by NJEDA staff.
11. No sales tax will be charged or paid due to the tax-exempt status of the NJEDA. All vendors who provide services under this contract should be sent the proper tax exempt form.

**The successful Firm will not be responsible to process and pay utility invoices.** The successful Firm is responsible to track all utility payments and usage amounts for CAM allocations/reconciliation and for reporting purposes.

#### **H. MEETINGS**

The successful Firm and various members of its key staff assigned to perform work against the resulting contract will be required to attend and participate in monthly meetings with NJEDA staff, as required, throughout the term of the contract and any extensions thereto. These meetings are expected to take place at the NJEDA's offices located at 36 West State Street, in Trenton, at other locations within the State or via teleconference, as most appropriately determined by the NJEDA, in its sole discretion. The meetings will generally be held for the following purposes:

- i. Review building management progress and quality of work.
- ii. Identify and resolve issues/problems.
- iii. Coordinate the efforts of all concerned so that all services are rendered efficiently and effectively.
- iv. Maintain a sound working relationship between the successful Firm and NJEDA.
- v. Maintain a mutual understanding of all subcontracts and purchase orders.
- vi. Maintain sound working procedures.

- vii. Update NJEDA on work in progress in-house and by subcontractors/subconsultants.
- viii. Achievement of NJEDA's compliance requirements including prevailing wage, set aside goals, and MBE and WBE subcontractor participation.
- ix. Review monthly, quarterly, and annual reports.
- x. CAM issues.
- xi. Review tenant issues.
- xii. Annual plans and budgets.
- xiii. Discuss all other issues relevant to the work outlined in this RFQ/P.

The successful Firm will be responsible for preparing and disseminating the minutes from each monthly meeting, drafting a proposed agenda for each meeting, and providing a monthly update for all outstanding items from the previous meeting.

On a quarterly basis or more frequently if deemed necessary, the Supervisor of the Facility Manager must attend these meetings.

The Proposer will consider these costs when preparing its Fee Proposals. No additional compensation will be provided to the successful Firm for attendance at and participation in these meetings, preparations for or presentations given.

## **I. ADDITIONAL ITEMS**

1. Current staff - It is recommended that the successful Firm will make every attempt to retain the current property management and janitorial staff at the NJEDA locations, provided that the current staff meet the requirements of Proposer's Firm.
2. Overtime - All overtime must be previously approved in writing by the NJEDA. The successful Firm will not be paid for any non-emergency overtime that was not previously approved by the NJEDA. The successful Firm must notify the NJEDA of any emergency overtime within twenty-four (24) hours of the emergency.



State wage and hour laws require the overtime rate of one and one-half (1½) times the hourly wage rate be paid for work over forty (40) hours in any workweek. Under the BSCA, the regular or basic hourly rate of the employee shall not include any fringe benefit payments computed. Additionally, the federal Service Contract Act, upon which the wage and benefit rates are based, makes no distinction between temporary, part-time, and full-time employees. The wage and fringe benefit determinations apply equally to all such service employees engaged in work subject to the BSCA's provisions.

**The BSCA does not apply to snow removal or landscaping services.**

3. Work Orders for Additional Personnel/Additional Services - Should additional personnel, work, special projects, or other activities deemed necessary by the NJEDA for other NJEDA owned, operated, leased, or managed properties, the successful Firm must present to the NJEDA a written proposal to perform the additional work. Where applicable, the written proposal must be based upon the hourly rates or unit costs submitted with the original proposal and must contain a complete description of the additional tasks to be performed. Complete documentation confirming the need for and appropriateness of the work must be submitted for written approval by the NJEDA proposal. The successful Firm will not be paid/reimbursed for any additional personnel/additional services that were not previously approved by the NJEDA. This includes services provided for regular, premium time and overtime. Payment for additional staff services will be based on the hourly rates as outlined in the Proposer's Fee Proposal(s).
4. Sick Days/Vacations/Emergencies - Any day that the Site Superintendent, Facility Manager, or Janitorial Staff will be absent, regardless of reason, i.e., sick time, vacations, emergencies, the successful Firm will immediately supply other personnel, with similar experience, trained and knowledgeable in the work to perform the function of Site Superintendent, Facility Manager, or Janitor for the same number of hours, as outlined in the staffing plan. The staffing

plan should contain an outline of annual vacation, sick, administrative leave time for each staff member as required per the BSCA. There will be no additional charge to the NJEDA for replacement staff. The Proposer must consider and include these costs when preparing its Fee Proposals as no additional fees will be paid for replacement staff. It is imperative that the successful Firm have the depth of staff required to supply "same day" replacement staff during the entire term of the contract(s). Site Superintendents from other NJEDA locations should not be used as replacement staff. For each hour that a replacement staff member is not on-site, the fully loaded hourly rate will be deducted based on the respective Site Superintendent or a percentage of the monthly Facility Manager's fee for each respective hour of non-coverage. The deduction will be applied on the following month's invoice.

5. Reports - The successful Firm will provide such documents and/or reports as the NJEDA may reasonably require within five (5) business days after request by the NJEDA. The successful Firm must advise the NJEDA in writing if it cannot meet the deadline for the request and provide a detailed reason and expected delivery date.
6. Request for Information - Within twenty-four (24) hours of receipt of the Request for Information, the successful Firm will acknowledge receipt of the Request for Information and advise who will be responding to the request. The successful Firm will respond to all NJEDA Requests for Information within forty-eight (48) hours with either a response to the inquiry or a timeframe for an expected response.
7. Emergencies - The successful Firm will immediately notify (but in no event later than 24 hours) the NJEDA of any property damage, equipment failure, or incidents/accidents related to any NJEDA-properties.
8. Damage - In the event of any major equipment failure, repair or other property damage that is estimated to be in excess of \$5,000, all paperwork/quotes for such repair/replacement should be submitted

to the NJEDA immediately for an investigation of the possibility of an insurance claim. This process should not cause a delay in the repair in an emergency situation.

9. Compliance with Laws, Rules, and Regulations - The successful Firm must comply with all local, state and federal laws, rules, and regulations applicable to the contract(s) issued pursuant to this RFQ/P and to the goods delivered and/or services performed hereunder. Certain services performed under the contract(s) must conform to the New Jersey Uniform Construction Code and all other applicable State building, electrical and safety codes. All construction permits must be obtained from the NJ Department of Community Affairs. If permit or code violations are found with work performed by the successful Firm or its subcontractors/subconsultants/vendors, the successful Firm must correct all violations at no additional charge to the NJEDA.
10. Confidentiality - All data contained in the source documents supplied by the NJEDA are to be considered confidential and will be solely for the use of the NJEDA. The successful Firm will be required to use reasonable care to protect the confidentiality of the data. Any sale or offering of this data in any form by the successful Firm, its employees, assignees, or subcontractors, will be considered in violation of the contract(s) and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees will include, but are not limited to, cancellation of contract and/or legal action with no damages paid by the NJEDA.
11. Responsibility of the Successful Firm - The successful Firm is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and other services furnished under the contract(s). The successful Firm will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under the contract(s) will not in any way relieve the successful Firm of responsibility for the technical

adequacy of its work. The review, approval, acceptance, or payment for any of the services will not be construed as a waiver of any rights under the contract(s) or of any cause for action arising out of the performance of the contract(s). The successful Firm's obligations under this clause are in addition to the successful Firm's other expressed or implied assurance under the contract(s) or State law and in no way will diminish any other rights that the NJEDA may have against the successful Firm for faulty materials, equipment, work or improper billing.

12. Project Management - All subcontractor activities to be performed under the contract(s) will be accomplished in consultation with, under the direction of, and with the approval of the NJEDA Property Manager. The Facility Manager will be responsible for the approval of all deliverables for each element of the tasks in the Scope of Work.
13. Substitution of Staff – Proposers should note that following the award of the contract, in the event it becomes necessary for the successful Firm to make a substitution, replacement or addition regarding its own staff, the successful Firm will comply with the processes outlined in the *Substitution of Staff / Subcontractors and / or Subconsultants*, attached hereto as **Exhibit H**. NJEDA, in consultation with the successful Firm, will determine whether or not the proposed replacement, substitution or additional personnel possesses adequate qualifications and experience to provide services against the resulting contract(s). **No substituted or additional personnel are authorized to begin work until the successful Firm has received written approval from NJEDA’s designated staff.** NJEDA reserves the right to request a replacement of the successful Firm’s staff assigned under the resulting contract(s).
14. Substitution of Subcontractors or Subconsultants - In the event that the successful Firm desires to substitute a subcontractor or subconsultant, the successful Firm will comply with the processes outlined in the *Substitution of Staff / Subcontractors and / or Subconsultants*, attached hereto as **Exhibit H**. The NJEDA Property Manager must approve the substitute subcontractor or

subconsultant prior to the commencement of any work by the recommended substitute. If the subcontractor being replaced was a SBE, MBE or WBE firm, the successful Firm will make a good faith effort to replace the original subcontractor with another SBE, MBE or WBE firm. NJEDA reserves the right to request a replacement and/or termination of any subcontractor or subconsultant contacted to provide services under the resulting contract(s).

15. Licenses/Certifications – Upon commencement of the services, the successful Firm and any employees assigned to perform work against the resulting contract, at a minimum, must possess and provide evidence of all required licenses and/or certifications. The successful Firm will be responsible to ensure that any staff assigned to perform work against the resulting contract(s) maintains such licensing and/or certifications, as appropriate, throughout the term of the contract and any extensions thereto. Further, upon expiration of the license/certification, it shall be the successful Firm's responsibility to immediately provide NJEDA with evidence of updated licensing for the specified individual without cost to NJEDA. **NOTE: A New Jersey Broker's License IS NOT required for these services. The successful Firm WILL NOT be responsible for the collection of rent payments from tenants.**
  
16. Reduction of Scope of Work - NJEDA has the option, at its sole discretion, to consider any task or service completed before all the said tasks or services have been performed, whenever in the judgment of NJEDA, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event, NJEDA may reduce the scope of work for any task, service, or portions thereof by written notice to the successful Firm. Upon receipt of such notification, the successful Firm will submit to NJEDA within five (5) working days an itemization of the work effort already completed by task/service, and the work effort which will be required by task/service to complete the affected tasks/service in accordance with said notification. Upon approval of the proposed work effort by NJEDA, the successful Firm will complete the project in accordance

with said approval. The successful Firm will be compensated in accordance with the applicable portions of the cost proposal.

17. News Releases - The successful Firm is not permitted to issue news releases pertaining to any aspect of the services being provided under the contract(s), to NJEDA and/or any of their respective tenants, without the prior written consent of NJEDA. All such requests shall be directed to NJEDA through its designated staff member, who shall coordinate such approvals, to be granted, if any.
18. Termination - NJEDA, in its sole discretion, may cancel the contract(s), at any time, without material cause, upon thirty (30) days advanced written notice to the successful Firm. In such event, absent a default on the part of the successful Firm, the successful Firm shall be entitled to compensation for all services properly provided to NJEDA pursuant to the contract(s), prior to such termination.
19. Tax Set Off - Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of state government, is entitled to payment for those good or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any state tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subjection of set-off under this Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

**J. INSURANCE REQUIREMENTS**

SEE **EXHIBIT O** FOR ALL REQUIRED INSURANCE COVERAGE ASSOCIATED WITH THESE SERVICES.

**K. COMPLIANCE REQUIREMENTS**

**PLEASE REFER TO EXHIBIT F FOR ALL COMPLIANCE REQUIRED FOR THE CONTRACT PURSUANT TO THIS RFQ/P.**

The successful Firm agrees it will adhere to all the compliance requirements. If the successful Firm fails to comply with the compliance requirements, the NJEDA may declare the Notice of Intent to Award and/or contract for these services void.

Each Proposer must submit the **mandatory** Compliance forms with its proposal to be considered for selection. The successful Firm agrees it will comply with all requirements of these provisions. If the successful Firm fails to comply with the requirements of these provisions, NJEDA may declare the contract(s) for these services void.

Proposers are encouraged to submit all remaining compliance documentation, as specified in this section, "*Compliance*" with the proposal. Only the successful Proposer is required to complete and submit *Public Law 2005, Chapter 51* and *Executive Order 117 (Corzine - 2008)*, "*Political Contributions and Ownership Disclosure*", (Statute N.J.S.A. 19:44A-20.1 et seq.).

NOTE: Proposers are cautioned that all compliance documents, as required by law, should be fully completed, signed, and submitted WITH the proposal. DO NOT LEAVE A COMPLIANCE DOCUMENT BLANK / INCOMPLETE, with the exception of the Public Law. 2005, Chapter 51 forms, (N.J.S.A. 19:44A-20.1 et seq.) which are only required of the successful Proposer.

If you believe a particular compliance document is not applicable to your Firm, you are encouraged to submit a question during the "Questions" period specified in this RFQ/P. If the document does not apply to your company, you must complete all information, mark those areas that are not applicable, with the

abbreviation “N/A”, sign and return the document with your proposal submission. Failure to do so may result in rejection of the proposal.

Prior to NJEDA issuing a notice to proceed, the selected Firm will be required to submit the remaining compliance forms.

The Authority, in partnering with the State of New Jersey, will be using the vendor eProcurement Portal Database (NJSTART) to help identify potential vendors.

NJSTART is designed to streamline the procurement process and make it more efficient for companies looking to do business with the State. NJSTART provides vendors with the opportunity to create their own vendor files, identify relevant commodity codes, and upload designated compliance and other applicable documents. NJSTART will be used by the State of NJ, in addition to other State Agencies, to obtain lists of potential bidders.

To ensure your company can continue to be considered on designated bids, we are encouraging vendors to register their company with NJSTART at [www.njstart.gov](http://www.njstart.gov).

Please refer to Exhibits F-1 through F-17 for all compliance required for this contract pursuant to this RFQ/P. Each Proposer **must** submit the “mandatory” Compliance forms with its proposal to be considered for selection. The selected firm will be required to submit the remaining compliance forms prior to contract award. The Firm agrees it will comply with all requirements of these provisions. If the Firm fails to comply with the requirements of these provisions, the NJEDA may declare the contract(s) for these services void. Please note that **Exhibit F-11 (Disclosure of Investment Activities in Iran)** and **Exhibit F-12 (Ownership Disclosure Form)** are **mandatory** with the proposal

#### **L. SUBMITTALS**

The following is a list of items to be included with all proposals:

- a. Cover letter, signed in ink (recommended).



- b. Two completed Fee Proposal Forms – one for each location, both signed in ink on the originals (**MANDATORY**).
- c. Ownership Disclosure form (**MANDATORY**).
- d. Disclosure of Investment Activity in Iran (**MANDATORY**).
- e. All information/documentation referred to in Qualification Section D.1(i) through D.1(iii) and D.2(A)(i) through D.2(A)(v).
- f. A brief narrative describing the proposing Firm’s experience utilizing an automated Property Management and Accounting Database System specifically used for work orders, CAM reconciliations, budgeting, accounts payable management and reporting.
- g. A brief narrative describing the proposed Scope of Services, on a point-by-point basis for each item. The proposal should cover each task set forth in the Scope(s) of Services and detail how the Proposer intends to complete the required tasks. The proposal should clearly cross-reference RFQ/P section numbers and page numbers. The proposal should outline the Proposer’s detailed plans and approach to complete the Scope(s) of Services. Reiterations of the RFQ/P are strongly discouraged as they will not provide insight into the Proposer’s understanding of and ability to complete the work.
- h. A staffing chart/plan listing the names and position of employees who would be assigned to provide all the referenced services to NJEDA. The staffing plan should outline the office location and proposed hours for each staff member by project site: (i) NJEDA Headquarters; and (ii) Technology Centre of New Jersey. The staffing plan should also outline, by project site, the hours the Proposer estimates each staff member will be assigned to be on-site, each week as applicable. As part of the proposal submission, the Proposer should provide a detail of its plan to provide a qualified and trained replacement(s) to provide the requisite services during the term of the contract term and any extensions thereto, to ensure uninterrupted performance of the services, in the event of vacation,

illness or personal emergency of the successful Firm's staff assigned to perform the work. The Proposer should outline/detail its policy for providing these services during sick time, emergencies and vacations since the successful Firm is required to immediately supply other personnel, with similar experience, trained and knowledgeable in the work to perform the function of Site Superintendent or Facility Manager for the same number of hours, as outlined in the staffing plan. This submittal can be as simple as identifying back-up/alternate staff for key positions identified in the proposing Firm's staffing chart. The staffing plan should contain an outline of annual vacation, sick, administrative leave time for each staff member. The successful Firm must acknowledge its responsibility to provide all the required services "same day" during the term of the contract including times when the successful Firm's staff exercises sick time, emergencies, and vacations.

Please note: **Site Superintendents from other NJEDA locations should not be used as replacement staff. If for any reason replacement staff is not available, the successful Firm shall give the NJEDA a credit on the next monthly invoice equal to the cost for that employee.** The Proposer must consider and include these costs when preparing its Fee Proposals as no additional fees will be paid for replacement staff.

It should be noted in the staffing chart/plan what services the successful Firm will provide with in-house staff versus subcontracted firms for all the referenced services, including janitorial.

- i. A detailed resume or bio, and/or job description for each individual, who will or who it is anticipated will perform work against the resulting contract, to clearly demonstrate their respective appropriate capabilities and background. At a minimum, the resume, bio and/or job description should include such information as:
  - demonstrated experience specific to providing the types of services required herein
  - employment history

- education
- degrees / professional certifications and/or licenses
- experience with Property Management and Accounting Database Systems
- proficiency in Microsoft Office Suite of Programs
- experience procuring, managing and supervising subcontractors related to property and facility management
- any additional information that would allow NJEDA to assess the individual's abilities to perform the services required under this RFQ/P.

Resume information should detail and demonstrate the employee's experience making recommendations for improved efficiencies, as well as technological installation / implementation advances, as required.

- j. A description of the proposing Firm's specific experience and qualifications in facility management and any specific experience it has in each of the particular building operations and management disciplines (i.e., mechanical systems, electrical systems, fire alarms, energy management systems, plumbing systems, etc.).
- k. A brief narrative describing the methodology for hiring subcontractors and subconsultants anticipated being used at these locations including NJ certified SBE firms. All subcontractors, subconsultants and vendors need to be procured in accordance with the Solicitation of Quotations and Proposals Methodology and Procedures. The narrative should include an outline for the length of time required to draft a scope of services through execution of a subcontract. **No subcontractors, subconsultants or vendors should be hired by the successful Firm for the services required under this RFQ/P until NJEDA has approved the successful Firm's staffing plan and a notice to proceed has been issued by NJEDA.**
- l. A representative sample of no less than three (3) detailed Requests for Proposals, prepared by the proposing Firm for subcontracted

services in the amount of \$25,000.00 or more, similar to those required under this RFQ/P (for example, janitorial, HVAC, landscaping/snow removal).

- m. A sample (or actual if available) building management manual containing actual procedures developed, reports generated (specifically to include a CAM reconciliation report), forms utilized and other pertinent data that will assist to determine the technical merit of the proposal.
- n. A copy of the Proposer's existing Certificate of Insurance indicating the normal dollar amount of insurance coverage for the following:
  - a. Comprehensive General Liability \$ \_\_\_\_\_
  - b. Excess Liability \$ \_\_\_\_\_
  - c. Comprehensive Automobile Liability \$ \_\_\_\_\_
  - d. Workers' Compensation/Employers Liability \$ \_\_\_\_\_
  - e. Professional Liability, if applicable \$ \_\_\_\_\_
  - e. Other \$ \_\_\_\_\_
- o. Proposer's AA 302 or Certificate of Employee Information Report (Recommended)
- p. Proposer's Business Registration Form (Recommended)
- q. Proposer's Set Aside Compliance Certificate (Recommended)
- r. Proposer's Set Aside Information Form (Recommended)
- s. Source Disclosure Form (Recommended)
- t. Proposer's Contractors Registration Certificate (Recommended)
- u. Sample Monthly Progress Report – see Section E (Recommended).

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 due to a Proposer's failure to be knowledgeable as to all the requirements of this RFQ/P. NJEDA 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.

#### **M. MANDATORY FEE PROPOSALS**

Each proposing Firm must submit each of the two (2) Fee Proposals, attached hereto as **Exhibit A-1 and A-2**, with their proposal. The original Fee Proposals must be signed in ink. No sales tax will be charged due to the tax-exempt status of the NJEDA.

The Site Superintendent positions are subject to the BSCA and at a minimum, must be paid prevailing wage and benefits, by respective County, as outlined in the BSCA section of this RFQ/P, refer to **Exhibit J**. For the purpose of this RFQ/P, the *Site Superintendent should be classified as a "General Maintenance Worker – Occupation Code 23370"*. If there is a conflict between the hourly wage rate for the Site Superintendents between the prevailing wage rate and the union rate, the Site Superintendent must be paid the higher hourly rate. Whether performed with in house staff or through a subcontract, the janitorial services are subject to the BSCA and at a minimum, janitorial staff must be paid prevailing wage and benefits, by respective County, as outlined in the BSCA section of this RFQ/P, refer to **Exhibit J**. For the purpose of this RFQ/P, the *Janitorial staff should be classified as a "Janitor – Occupation Code 11150"*. If there is a conflict between the hourly wage rate for the janitorial staff between the prevailing wage rate and the union rate, the janitorial staff must be paid the higher hourly rate.

The monthly rates listed as part of the Fee Proposals must include all direct and indirect costs including, but not limited to: FICA, workers' compensation, SUI, overhead, fee or profit, bonuses, clerical/administrative support, insurance, bonding, travel expenses, licenses, fees, computers, laptops, cell phones, blackberry(s), equipment, uniforms, identification cards, materials, supplies, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Monthly rates must also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station will not be reimbursed by NJEDA. **Annual salary increases for the Site**

**Superintendents and the Facility Manager must be included as part of the annual escalation line item on each respective Fee Proposal. Fees quoted for the Site Superintendents must be at a minimum in accordance with the terms and conditions of all existing Collective Bargaining Union Agreements attached hereto and made a part hereof as Exhibit K and the BSCA, attached hereto and made a part hereof as Exhibit J and must include all costs for the services required. Except for annual escalation, annual prevailing wage increase (if any), and approved overtime, no additional fees will be charged to the NJEDA for the Site Superintendents. Except for annual escalation, no additional fees will be charged to the NJEDA for the Facility Manager.**

Whether performed with in house staff or through a subcontract, the monthly rates for Janitorial Services listed as part of the Fee Proposals must include all direct and indirect costs including, but not limited to: FICA, workers' compensation, SUI, overhead, fee or profit, bonuses, clerical/administrative support, insurance, bonding, travel expenses, licenses, fees, computers, laptops, cell phones, blackberry(s), equipment, uniforms, identification cards, materials, all necessary janitorial supplies and janitorial equipment, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Monthly rates must also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station will not be reimbursed by NJEDA. **Annual salary increases for the Janitorial Staff must be included as part of the annual escalation line item on each respective Fee Proposal. Except for annual escalation, and annual prevailing wage increase (if any), no additional fees will be charged to the NJEDA for these services.**

No additional compensation will be provided to the successful Firm for attendance at and participation in meetings, preparations for or presentations given.

NOTE: Except as set forth above, the fees set forth in the Proposer's Fee Proposals should not take into consideration the anticipated costs of subcontractors, materials, tools, or equipment to be reimbursed by NJEDA. Direct, reimbursable, and subcontracted costs will be billed without mark-up or additional charges of the successful Firm.

Proposers shall hold their prices firm for a period of one hundred-twenty (120) days, to accommodate the NJEDA's evaluation and award processes.

**Evaluation and review of Fee Proposals will be limited to the following:**

- Property and Facility Management Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building based on **fixed monthly rates**;
- Facility Manager Fees for the Technology Centre of New Jersey, and the NJEDA Headquarters Building, based on **fixed monthly rates**;
- Site Superintendent Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building, based on **fixed monthly rates**;
- Janitorial Fees for the Technology Centre of New Jersey and the NJEDA Headquarters Building, based on **fixed monthly rates**; and
- **Annual escalation**, if any.

**N. EVALUATION CRITERIA / SELECTION PROCESS**

1. NJEDA will convene a cross-functional Evaluation Committee composed of the NJEDA's staff and management to evaluate, score and rank proposals received for this RFQ/P. Selection of the successful Firm will be based upon a determination of which proposal is the most favorable to the Authority, considering the criteria listed below, price and other factors considered. The Evaluation Committee will recommend to NJEDA's Board the highest ranked Firm, based upon the Committee's evaluation of the qualifications and Fee Proposals received in response to the RFQ/P.

**The following evaluation criteria, not listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P:**

- the Proposer's demonstrated experience in successfully performing on contracts of similar size and scope, as evidenced by the narrative and references submitted and responses received. (15%)

- the Proposer’s detailed approach and plans to perform the requisite services outlined in the “Scope of Services” section of this RFQ/P, as well as, the Proposer’s depth of staff (i.e. support / “back-up” staff to be assigned, as appropriate) to ensure uninterrupted services during the term of the contract and any extensions thereto. (20%)
  
- the qualifications and experience of the Proposer’s management, supervisory and / or other key personnel to be assigned to perform work against the resulting contracts, including the ability to procure, manage and supervise subcontractors, drafting scopes of services and procurement plans, provide accounting services, including CAM reconciliations and budget forecasting, as evidenced by the narratives, staffing chart, and resumes and/or job descriptions presented. (25%)
  
- the qualifications and experience of the Proposer’s staff utilizing a Property Management and Accounting Database System and a Building Management System, as evidenced by the narratives and resumes presented. (10%)
  
- the Proposer’s “Fees” for the potential five (5) year term of the contract, should the NJEDA exercise the extension option. (30%)

To ensure that all proposing Firms are considered “fairly and equitably”, the NJEDA will evaluate “Fees” over the potential five (5) year term of the contract, should the NJEDA so exercise the extension option. For purposes of this RFQ/P, after determining the “Total Five (5) Year Fees (which will include any annual escalation percentages, if assessed), the following methodology will be used to evaluate and score each of the proposals, as it relates to “Fee”. For example, if the NJEDA received the following “Five (5) Year Fees from four (4) Proposers as listed below, the Authority would evaluate these as follows:

Proposer #1	quoted	\$75,000.00
Proposer #2	quoted	\$65,000.00
Proposer #3	quoted	\$85,000.00
Proposer #4	quoted	\$90,000.00



The range in pricing is \$25,000.00, which represents the spread of the lowest price of \$65,000.00 “Total Five (5) Year Fees” to the highest of \$90,000.00 “Total Five (5) Year Fees”. Utilizing a scoring system of “1 – 5”, the following would apply:

Score ‘1’ -	“poor”	\$85,000.01 to \$90,000.00
Score ‘2’ -	“fair”	\$80,000.01 to \$85,000.00
Score ‘3’ -	“good”	\$75,000.01 to \$80,000.00
Score ‘4’ -	“very good”	\$70,000.01 to \$75,000.00
Score ‘5’ -	“excellent”	\$65,000.00 to \$70,000.00

As such, Proposers would be scored as follows, regarding “Blended Monthly Rates” pricing:

Proposer #1	quoted \$75,000.00 and receives a score of ‘4’
Proposer #2	quoted \$65,000.00 and receives a score of ‘5’
Proposer #3	quoted \$85,000.00 and receives a score of ‘2’
Proposer #4	quoted \$90,000.00 and receives a score of ‘1’

2. Following receipt of proposals and NJEDA’s evaluation of the responses, NJEDA may, in its sole discretion, schedule interviews with some Proposers, no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by NJEDA’s Evaluation Committee. These interviews will be for the purpose of clarification, verification of evaluations, review of personnel, etc. Upon a decision to interview a proposing Firm, NJEDA may ask the proposing Firm being interviewed to include specific personnel from their staff to attend. If selected for an interview, proposing Firms will be contacted to schedule the date and time of the interview.
3. NJEDA will rank each proposing Firm in order of preference which it considers most qualified to handle this particular project, based upon the evaluation criteria in this RFQ/P which is in accordance with NJEDA’s procurement policy.
4. In accordance with applicable law, NJEDA expressly reserves the right, (i) to reject any submission which is not in compliance with the terms of the RFQ/P or any part thereof, (ii) to request clarifications of a document or the contents thereof submitted in response to this

RFQ/P, or (iii) reserves the right to terminate this RFQ/P and to terminate the selection process at any time. In addition, NJEDA's staff reserves the right to allow for a clarification by a Proposer, as may be permitted by law; and which is in the best interest of NJEDA.

5. NJEDA expressly reserves the right, in its sole and absolute discretion, to waive any non-material provisions or informalities of this RFQ/P in accordance with applicable law.
6. NJEDA reserves the right to waive minor elements of non-compliance of any proposing Firm's submission with regard to the requirements outlined in this RFQ/P.
7. Proposals received in response to this RFQ/P before the closing date will be considered for selection.
8. In accordance with all applicable law, failure to meet a mandatory requirement will result in the rejection of a proposal as non-responsive.

**O. AWARD**

1. Award of a contract for the services outlined in this RFQ/P will be subject to the successful Firm entering into the Contract(s) for the referenced services which will be provided to the successful Firm by NJEDA.
2. NJEDA reserves the right to solely determine, at any time, not to proceed with the project, or any portion of the project, and, in such circumstances, to reassess the order of the project, if such action is in NJEDA's best interest based upon budgetary and fiscal considerations.
3. NJEDA reserves the right to proceed or not to proceed with any additional services as referenced herein to the project, in the order and strictly as needed, based solely on the determination of NJEDA.

4. NJEDA retains the discretion to modify, expand or delete any portion of the Scope of Services outlined in this RFQ/P in accordance with applicable law.
5. The award of the Contract under this RFQ/P is subject to the approval of NJEDA's Board members in their sole discretion.
6. Any Proposer attempting to contact government officials (elected or appointed) or NJEDA's Board members and staff, in an effort to influence the selection process, shall immediately have its proposal summarily rejected and disqualified.
7. Any proposal submitted in response to this RFQ/P will be considered a Firm Offer by the responding Firm to perform the Scope of Services, as outlined in the RFQ/P and Contract. By submitting an Offer in response to this RFQ/P, the responding Firm agrees to hold its Offer open for at least 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 NJEDA will not be binding on NJEDA. NJEDA, in its sole discretion, and subject to applicable law, reserves the right, upon good cause shown to the satisfaction of NJEDA's staff, to allow a responding Firm to withdraw its Offer after Offers have been opened.
8. Any Proposer may protest a vendor selection (an award) by NJEDA. In order for a protest to be timely, it must be submitted to the Vice President – Real Estate Division within ten (10) business days of receipt of the unsuccessful notification. The notifications will be sent via email and letter via regular US mail delivery. 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 NJEDA's President and Chief Executive Officer. 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 write a report making a recommendation regarding the merits of the contract award protest. The protestor will receive a copy of the "*Hearing Officer's Report*" and be given a ten (10) business day "*Exceptions Period*" to refute the findings of the Hearing Officer. The "*Hearing Officer's Report*" and any exceptions submitted by the protestor will be submitted to either NJEDA's Board of Directors or NJEDA's President and Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to NJEDA's internal *Operating Authority Approval Levels*, for a final decision to award the contract.

It is NJEDA's intent not to award the Contract until it has completed all the review procedures described in this paragraph 8 above. If, however, in NJEDA's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of NJEDA, the Contract may be awarded. NJEDA'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 NJEDA's Board of Directors or President or Chief Executive Officer, to make a final decision for the award of the contract will be a final NJEDA action that is appealable to the Appellate Division of the Superior Court of New Jersey.

9. Proposals submitted in response to this RFQ/P will be available, upon request, for public inspection. NJEDA will make every effort to maintain confidentiality of information received as part of the RFQ/P. However, all Proposers are cautioned that NJEDA is subject to the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") and are bound by the requirements of both and relevant case law.

Proposals can be released to the public during the protest period or after contract award under OPRA or the common law right to know as established under New Jersey case law. A Proposer may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when a good faith legal and/or factual basis for such assertion exists. Any proprietary and/or confidential information contained in a proposal will be redacted by NJEDA; however, NJEDA reserves the right to make a 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. **NJEDA will not honor any attempt by the 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 to which NJEDA does not concur, the Proposer shall be solely responsible for defending its designation and NJEDA shall have no responsibility therefore.

**P. COMPENSATION**

Refer to **Exhibits A-1 and A-2**, Fee Proposal Forms.

1. No sales tax will be charged due to the tax-exempt status of NJEDA.
2. Invoices will be submitted monthly and will generally be paid within thirty (30) days from the date of receipt of a complete and acceptable invoice. The amount of payment will not exceed the corresponding percentage of completion of work. Invoices will not be processed unless accompanied by the Monthly Status Report (**Exhibit F-9**).
3. All invoices must be submitted to NJEDA electronically. The successful Firm must email all invoices for payment to: **redinvoices@njeda.com**. To ensure payments are processed in a timely manner, it is important that NJEDA's project name, the successful Firm's name, and the invoice number(s) are included in the

subject line of each email that is submitted. All invoices must be in **PDF format**, and should be sent with a return receipt requested to ensure delivery.

4. Invoices submitted to NJEDA will be subject to review by the OSC. Improper billing practices will be subject to penalties.
5. Services under this RFQ/P will be subject to N.J.A.C. 17:44-2.2. Accordingly, relevant records of the successful Firm entering into the Contract(s) are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
6. The successful Firm shall maintain all documentation related to products, transactions, or services under the Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **EXHIBITS**

EXHIBIT A-1	FEE PROPOSAL – NJEDA Headquarters
EXHIBIT A-2	FEE PROPOSAL – Technology Centre of New Jersey
EXHIBIT B	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM / Q & A FORM
EXHIBIT C	TECHNOLOGY CENTRE DESCRIPTION & SCOPE OF SERVICES – PROPERTY & FACILITIES MANAGEMENT
EXHIBIT D	NJEDA HEADQUARTERS DESCRIPTION & NJEDA SCOPE OF SERVICES – PROPERTY & FACILITIES MANAGEMENT
EXHIBIT E-1	TECHNOLOGY CENTRE EXPANSION DESCRIPTION & SCOPE OF SERVICES – LANDSCAPE/GROUND MAINTENANCE
EXHIBIT E-2	LOGAN SITE DESCRIPTION & SCOPE OF SERVICES – LANDSCAPE/GROUND MAINTENANCE
EXHIBIT F-1 thru F-17	COMPLIANCE REQUIREMENTS
EXHIBIT G	SOLICITATIONS OF PROPOSALS AND QUOTATIONS METHODOLOGY
EXHIBIT H	SUBSTITUTION OF STAFF
EXHIBIT I	SPECIMEN CONTRACT
EXHIBIT J	STATE BUILDING SERVICE CONTRACTS ACT AND WAGE RATES
EXHIBIT K	COLLECTIVE BARGAINING UNION AGREEMENTS

EXHIBIT L	HOLIDAY SCHEDULE – “NON-NJEDA”
EXHIBIT M	HOLIDAY SCHEDULE – NJEDA
EXHIBIT N	Intentionally Omitted
EXHIBIT O	INSURANCE