

REQUEST FOR PROPOSALS
FOR
STATE-WIDE RELOCATION CONSULTANT SERVICES
FOR
SCHOOL FACILITIES PROJECTS

Contract Number GP-0177-R01

Issue Date: August 24, 2011

MANDATORY PRE-PROPOSAL CONFERENCE:
Wednesday, September 7, 2011 at 11 AM

Due Date: Wednesday, September 21, 2011 by 5 PM

At the

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
{See Section 3.0, within, for delivery addresses}

PREPARED BY
THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
ONE WEST STATE STREET
PO BOX 991
TRENTON, NEW JERSEY 08625-0991

STATE-WIDE RELOCATION CONSULTANT SERVICES
REQUEST FOR PROPOSALS (“RFP”)

1.0 INTRODUCTION

The New Jersey Schools Development Authority (the “Authority”) seeks to engage a Relocation Consultant (the “Consultant”) to provide state-wide relocation services in connection with land acquisitions necessitated by the Authority’s School Construction Program. The Consultant will be selected through the process described in this Request for Proposals (“RFP”).

The Consultant selected will enter into a State-Wide Relocation Consultant Services Agreement (the “Agreement”) to provide relocation services for a term of three (3) years. At any time during the term of the Agreement, the Authority may issue, at its sole option, a Project Assignment to the Consultant to perform relocation services relating to properties that may be located anywhere in the State. The Consultant shall be responsible for providing the relocation services specified in the Agreement with respect to Project Assignments until they are completed, even if such completion will occur after the expiration of the three (3) year term. The Authority shall have no obligation, however, to issue any particular number of Project Assignments to the Consultant or to issue Project Assignments at any particular frequency.

For the three (3) year term of the engagement, the total compensation to the Consultant shall not exceed \$3,000,000.

There is no standard Authority pre-qualification requirement applicable to this engagement. To be successful, a firm must demonstrate the experience and qualifications discussed below.

This RFP consists of the following:

1. Relocation Services Request for Proposals
2. Attachment A: State-Wide Relocation Consultant Services Agreement (the “Agreement”)
3. Attachment B: Technical Proposal Forms
4. Attachment C: Fee Proposal Forms
5. Attachment D: Moral Integrity Questionnaire

These documents (the “RFP Package”) must be read in their entirety since they define the scope of services and responsibilities of the Consultant and the Authority. A firm wishing to submit a proposal for state-wide relocation consultant services must review and be thoroughly familiar with all terms and conditions of the RFP Package. General information about the School Construction Program can be found at NJSDA’s website: www.njsda.gov.

2.0 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held for all firms seeking to submit a proposal for state-wide relocation consultant services. Firms are expected to review the RFP Package in advance of the conference and bring a copy to the conference. All firms wishing to submit a proposal **must** attend the pre-proposal conference. Questions and/or concerns relating to the RFP Package and the Agreement may only be addressed at the pre-proposal conference. The conference will be held on **Wednesday, September 7, 2011 at 11:00 AM** at:

The New Jersey Schools Development Authority
1 West State Street
Trenton, New Jersey 08625-0991

In the event that the Authority determines, in its sole discretion, that an additional pre-proposal conference needs to be held in order to increase the pool of bidders or to address questions and/or concerns relating to the RFP Package and the Agreement, it shall schedule a subsequent pre-proposal conference and shall provide notice of the subsequent pre-proposal conference to all firms that attended the initial mandatory pre-proposal conference.

3.0 SUBMISSION OF PROPOSALS

Proposals must be submitted to and received by the Authority by no later than **5:00 p.m. on Wednesday, September 21, 2011**. The Proposal Package shall be placed in a sealed envelope and shall consist of the following:

- 3.1 Technical Proposal. One (1) unbound original and three (3) bound copies of its Technical Proposal.
- 3.2 Fee Proposal. One (1) original placed in a separate sealed envelope labeled "FEE PROPOSAL".
- 3.3 Moral Integrity Questionnaire. One (1) completed original placed in a separate sealed envelope labeled "MORAL INTEGRITY QUESTIONNAIRE".

Proposal Packages are to be submitted and delivered as follows:

If submitting by hand or overnight delivery, at the:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
Procurement & Contract Services
1 West State Street – 1st Floor
Trenton, New Jersey 08625-0991
Attention: James McElhenny, Division of Procurement
Subject: Relocation Consultant Services Proposal GP-0177-R01**

If submitting by U.S. Mail, address packages to:

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
Procurement & Contract Services
P.O. Box 991
Trenton, New Jersey 08625-0991
Attention: James McElhenny, Division of Procurement
Subject: Relocation Consultant Services Proposal GP-0177-R01

Faxed or e-mailed Technical Proposals shall not be accepted. Submissions received after the above date and time will not be considered.

4.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

A firm must become thoroughly familiar with this RFP to ensure responsiveness in its Technical Proposal. The Technical Proposal must consist of the following:

- 4.1 Cover Letter
- 4.2 Roles of Prime and Subcontracted Firms
- 4.3 Firm Experience – Case Studies
- 4.4 Key Team Members List (NJSDA Form 201)
- 4.5 Resumes of Key Team Members (NJSDA Form 202)
- 4.6 Approach to Providing the Required Scope of Services
- 4.7 Control of Budget
- 4.8 Control of Schedule
- 4.9 SBE Targets (SBE Forms B and C)
- 4.10 Business Registration

All of the above items must be addressed in a Technical Proposal of no more than forty (40) one-sided 8.5” X 11” pages. Organizational charts, staffing structure, and schedules may be on larger paper. Resumes, required forms, and section dividers will not count toward the page limit.

4.1 Cover Letter

Present a brief understanding of the Authority’s needs based upon the information provided in the Scope of Services set forth as Appendix B to the Agreement (Attachment A to the RFP Package). Include the name, address and phone number of the firm, the name and phone number of the firm’s contact person and the name of the person who prepared the Technical Proposal. Include in the cover letter any other information relevant to the firm’s qualifications. Confirm in the cover letter the firm’s receipt of any Addenda to this RFP that may be issued by the Authority. **Firms must not include any fee information in the cover letter or elsewhere in the Technical Proposal.**

4.2 Roles of the Firm and Subcontracted Firms

In this section of its Technical Proposal, a proposing firm must describe its role and the roles of any proposed subcontracted firms in providing the required services. This description must include an estimate of each firm's percentage of participation in providing the relocation services.

4.3 Firm Experience - Case Studies

Describe the experience of the proposing firm, inclusive of the experience of any proposed subcontracted firms, with respect to up to five (5) recent government-sponsored relocation projects. Identify the name, location, scale and scope of each project; the recruitment plan of the firm; the services rendered by the firm; and whether the firm was engaged as a prime or was subcontracted (if the latter, identify the percentage of the project for which it was responsible). Relocation projects with State or municipal clients should be emphasized, particularly in the New Jersey and/or New York City-Philadelphia metropolitan areas.

For each listed relocation project, firms must provide a reference/contact name and telephone number for the client agency.

The description of experience shall also include the following information as to the proposing firm:

4.3.1 Number of years providing relocation services;

4.3.2 The locations of headquarters and any existing field offices; and

4.3.3 The current number of full-time employees dedicated to relocation services and their base cities.

4.4 Key Team Members List (NJSDA Form 201)

In this section of its Technical Proposal, a proposing firm must set forth a list of proposed Key Team Members, using NJSDA Form 201 (set forth in Attachment B to the RFP Package). For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, project executive, project manager, or project controls person, or the like who shall be responsible for all or some portion of the relocation services to be rendered. A separate sheet should **not** be completed for each proposed subcontracted firm. The proposing firm must indicate on NJSDA Form 201 one Key Team Member to be identified as the "Project Manager," who shall have overall responsibility for the relocation services to be rendered.

4.5 Resumes of Key Team Members (NJSDA Form 202)

In this section of its Technical Proposal, a proposing firm must include a fully completed resume form for each proposed Key Team Member, using NJSDA Form 202 (set forth in Attachment B to the RFP Package). The selected firm shall be required to use all Key Team Members as indicated in its Technical Proposal. Failure to do so without the prior written approval of the Authority may result in termination. For each Key Team Member, the resumes should include, but not be limited to: relevant experience, language fluency, and any applicable certifications and/or affiliations.

4.6 Approach to Providing the Required Scope of Services

The proposing firm must describe its approach to providing the required Scope of Services, including addressing the staffing needs involved, identifying and discussing its approach to managing work performed by the firm and any subcontracted firm. The firm must describe its proposed approach to data management and the firm's proposed quality control approach and procedures. The proposing firm also shall clearly describe how it will make available and deliver relocation services as required to displacees.

4.7 Control of Budget

Without providing any specific information regarding its proposed fees in the Technical Proposal, the proposing firm will explain the firm's proposed approach, upon its receipt of a Project Assignment, to estimating the requirements for and costs of providing the required relocation services. The firm should also describe any cost-tracking tools it proposes to use.

4.8 Control of Schedule

Describe any scheduling tools that will be used in the performance of the required services and explain any techniques the firm plans to use to meet schedules that may be proposed.

4.9 SBE Targets

The Authority may only recognize firms duly registered with the Department of Treasury, Division of Revenue as SBEs. There are three categories of SBE comparative sizes based upon average annual revenue for purposes of professional service contracts;

Category 1: firms with gross revenue not exceeding \$500,000

Category 2: firms with gross revenue not exceeding \$5,000,000

Category 3: firms with gross revenue not exceeding \$12,000,000

The selected Consultant shall be required to make good faith efforts to ensure that small business enterprises (SBEs) have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C.17:13 et seq.

The firm must submit a completed Authority SBE Form B, identifying all SBE firms proposed for use on the engagement to meet (or exceed) the set-aside targets. Please note that any firm identified as an SBE must be registered as such with Department of Treasury, Division of Revenue when the firm submits its proposal, in the revenue category specified. All Subconsultants must submit a completed Authority SBE Form C, confirmation statement of SBE status, to the proposing firm for submission with the Technical Proposal.

In the event that a proposing firm names a subconsultant for SBE purposes, and the subconsultant is not registered as an SBE with the Department of Treasury, Division of Revenue at the time of proposal, the proposing firm must disclose that fact and explain how and when the lack of registration shall be cured.

If a firm fails to show that it will meet SBE subcontracting targets, it must document its good faith efforts to meet the targets, in accordance with the provisions of N.J.A.C. 17:13-1.1 et seq.

A firm shall not be permitted to remove or substitute any firms listed on the Authority's SBE Form B without prior written approval from the Authority.

For more information on statewide listing of firms certified as small, woman and minority owned business enterprises and to learn more about the Standards of Eligibility to become registered as a "Small Business" contact the Business Services Call Center at 1-866-534-7789, or visit New Jersey's business web portal: <http://www.nj.gov/njbusiness/contracting>.

4.10 Business Registration

Pursuant to N.J.S.A. 52:32-44, as amended by P.L. 2004, c. 57, each proposing firm must provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the "Division of Revenue"), in its Proposal.

Any subcontracted firm of the firm selected as a Consultant must provide the selected firm with a copy of its business registration, which the selected firm must forward to the Authority. No firm selected as a Consultant may enter into any subcontract with a firm that has not provided proof of valid business registration to the selected firm, for forwarding to the NJSDA. The NJSDA shall duly file all business registrations with the other procurement documents relating to the contract. **Business registrations of proposed subconsultants, if any, are NOT required to be included in a firm's Proposal.**

Firms may obtain New Jersey Business Registration assistance by going on-line to www.state.nj.us/treasury/revenue/gettingregistered.shtml or by calling the New Jersey Department of Treasury at (609) 292-9292. Please be advised, however, that business registrations are mailed generally within seven to ten days, so firms should plan accordingly.

5.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

Firms must complete and return a Fee Proposal that shall consist of:

5.1 Loaded Hourly Staff Rates for Relocation Services (NJSDA Fee Proposal)

As noted in the mailing instructions set forth in Section 3.0 of this RFP, one (1) original of the Fee Proposal must be submitted as part of the Proposal Package, **but the Fee Proposal must be enclosed in a sealed envelope separate from the Technical Proposal and the Moral Integrity Questionnaire.**

The Consultant will be paid based upon properly submitted invoices that itemize the number of hours required to provide relocation services multiplied by such hourly billing rates for the relocation services as the Consultant and the Authority agree to and incorporate into the Agreement.

The total amount of compensation for relocation services to be paid to a Relocation Consultant under the Agreement, inclusive of reimbursement for costs permitted under the terms of the Agreement, shall not exceed \$3,000,000.

A more detailed description of the items to be addressed in the Fee Proposal follows.

5.1 Loaded Hourly Staff Rates for Relocation Services (NJSDA Fee Proposal)

The firm must submit one (1) original NJSDA Fee Proposal (set forth in Attachment C to the RFP) listing its entire proposed staff (by position) providing relocation services, whether such staff is comprised of the proposing firm's employees or those of a subcontracted firm, and whether such staff are to be performing services in a field office or in the firm's corporate office. Billing rates must be all-inclusive and must reflect direct labor costs, including fringe benefits, overhead and profit, and all other costs incurred in the course of performing services unless otherwise stated in the Agreement.

6.0 INSTRUCTIONS FOR SUBMITTAL OF MORAL INTEGRITY QUESTIONNAIRE

Firms **must** also submit to the Authority one (1) original (and no copies) of a completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form set forth as Attachment D to this RFP. The Authority shall hold all Questionnaires submitted, unopened, until the evaluation of Technical Proposals is completed, unless special circumstances warrant otherwise.

At such time, Authority staff will forward the Questionnaire of the firm receiving the highest technical score or ranking to the New Jersey State Police for review. **Moral Integrity approval is a prerequisite for contract award.**

7.0 EVALUATION OF TECHNICAL PROPOSALS

Each Proposal Package will be reviewed to determine responsiveness. Non-responsive Proposal Packages will be rejected without evaluation.

Responsive Technical Proposals will be evaluated by a Selection Committee (“Committee”) established for this purpose. The evaluation will be based upon the information provided by the firms in response to this RFP, and any necessary verification thereof. The Technical Proposals will be evaluated in accordance with the following evaluation criteria:

EVALUATION CRITERIA	MAXIMUM POINTS
Firm Relevant Experience Providing Relocation Services (Case Studies)	40
Qualifications & Relevant Experience of Key Team Members	20
Approach to Providing Scope of Services	20
Approach to Scheduling and Budget	20
TOTAL:	100

The Selection Committee will consist of three (3) NJSDA staff members. The scores of the Selection Committee members will be aggregated to obtain a Proposal Score for each Firm. A Firm will receive a Proposal Score based on the above-described evaluation criteria.

At its sole option, the Authority may conduct interviews. The three (3) Firms receiving the highest Proposal Scores will be placed on a short list. The short-listed firms will be invited to be interviewed by the Selection Committee. At interview, the Selection Committee will evaluate the short-listed Firms based upon the same evaluation criteria set forth above. The Selection Committee members will independently score each short-listed Firm. The scores of the Selection Committee members will be aggregated to obtain an Interview Score.

The Proposal Score and the Interview Score assigned each short-listed Firm will be added together to obtain the Firm’s Final Combined Score.

Notwithstanding anything to the contrary in the above, the NJSDA has no obligation to make an award and reserves the right to waive any non-material defects, reject all Proposal Packages for any reason and terminate the selection process at any time.

8.0 EVALUATION OF FEE PROPOSALS

After completion of the evaluations of Technical Proposals and after final technical scores and/or rankings have been assigned, the Authority shall open all Fee Proposals. Using the Fee Proposals as a guide, Authority staff shall negotiate a fair and reasonable fee schedule with the firm receiving the

highest score or ranking. Should the Authority be unable to negotiate a satisfactory contract with the highest-ranked firm, the Authority shall terminate negotiations with the highest-ranked firm and shall then undertake negotiations with the second highest-ranked firm. Failing accord with the second highest-ranked firm, the Authority shall terminate negotiations with the second highest-ranked firm and shall then negotiate with the third highest-ranked firm. In the event that the Authority is unable to reach a satisfactory contract with any of the three highest-ranked firms, the Authority may select additional firms in order of their ranking and continue negotiations until an Agreement is reached or, at its option, the Authority may reject all Proposal Packages.

Authority staff shall then make a recommendation of award to the most technically qualified firm at compensation determined to be fair and reasonable. If the recommendation of award is approved, a notice of award shall be transmitted to that firm. Other proposing firms shall be duly notified in writing of the award.

After the award, if you wish to review any of the Proposal Packages submitted, the Selection Committee's evaluations and/or debriefing documents, you must complete an Open Public Records Act (OPRA) request form. The form can be downloaded from the Authority's website at <http://www.njsda.gov/opra/index.html>. Please submit completed OPRA forms to: Custodian of Public Records, New Jersey Schools Development Authority, One West State Street, P.O. Box 991, Trenton, New Jersey 08625-0991.

Notwithstanding anything to the contrary, the Authority has no obligation to make an award and reserves the right to waive any non-material defects, reject all Proposal Packages for any reason, and terminate the selection process at any time.

Upon award, the selected firm shall execute the Agreement for Relocation Consultant Services (the "Agreement"), without modification.

Any bidder attempting to contact government officials (elected or appointed), including Members of the Authority, Authority Staff, and Selection Committee members in an effort to influence the selection process may be immediately disqualified.

9.0 PRE-AWARD REQUIREMENTS

9.1 Insurance and Indemnification. A successful firm shall be required to provide evidence of the insurance coverages required in Section 5.1 of the Agreement, at the time of execution of the Agreement. In addition, proposing firms should take note of Section 5.12, where provisions for indemnification of the NJSDA reside.

9.2 Sales and Use Tax. Also, pursuant to P.L. 2004, c. 57, the Agreement shall provide that the Consultant, and any subcontracted firms and any affiliates of the Consultant, must collect and submit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., on all their sales of tangible personal property delivered into this State.

9.3 Public Works Consultant Registration Act. If applicable, the Consultant must be properly registered pursuant to the Public Works Consultant Registration Act, N.J.S.A. 34:11-56.48 et seq.

9.4 Outsourced Services. As explained more fully below, P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)) provides that the NJSDA may not award a contract to a firm that would directly, or through subcontracted firms, perform the required services outside of the United States; that proposing firms must make certain disclosures; and that the selected firm will be subject to continuing compliance requirements.

9.5 Political Contributions. A selected firm shall have a continuing obligation to disclose and report to the NJSDA certain “contributions”, consistent with the requirements of P.L. 2005, c. 51, N.J.S.A. 19:44A-20.1 et seq., as amended (“Chapter 51”) (formerly Executive Order No. 134 (2004)). As part of this obligation, the selected firm shall be required to comply with Executive Order No. 117, which was issued to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. Executive Order No. 117 builds on the provisions of Chapter 51, which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government contractors. The selected firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA.

9.6 Political Contributions Disclosure. Firms are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3), as amended, in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a firm’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

9.7 Anti-Discrimination Requirements. In addition, the Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued there under, including N.J.A.C. 17:27-1 et seq. **Accordingly, in a notice of award, a firm shall be required to submit to the NJSDA, with its executed Agreement, one of the following three documents:**

- appropriate evidence that the consultant is operating under an existing Federally approved or sanctioned affirmative action program;
- a certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- an initial employee information report (Form AA302) provided by the Affirmative Action Office and completed by the consultant in accordance with N.J.A.C. 17:27-4.

ATTACHMENT A

AGREEMENT

Between the

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

And the

CONSULTANT

For

STATE-WIDE RELOCATION SERVICES

CONTRACT NO.: GP-0177-R01

THIS AGREEMENT is made and entered into this ___ day of _____, 2011, (the “Effective Date”) between the New Jersey Schools Development Authority (the “Authority”) and _____, (“Consultant”), with a principal office location at _____.

WITNESSETH that Consultant, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to do and perform all of the Services to be performed in accomplishing this Agreement for the Project identified as

Contract Number: GP-0177-R01

Project Name: State-Wide Relocation Services

in strict and entire conformity with the Terms and Conditions of this Agreement and all Appendices and Attachments hereto and all other documents comprising this Agreement, all of which are hereby made part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

Provided that Consultant strictly and completely performs all of the Services specified and all other obligations set forth in this Agreement, and subject only to such increases or decreases as are effectuated by Amendments to the Agreement as provided by the Agreement the Consultant shall receive compensation as set forth in Appendix C of this Agreement. In no event shall Compensation under this agreement exceed \$3,000,000.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement:

CONSULTANT

**NEW JERSEY SCHOOLS
DEVELOPMENT AUTHORITY**

By:
Title:

By:
Title:

Sworn and subscribed to before me
This ____ day of _____, 20__.

By: _____
Name of Affiant

Notary Public of

My commission expires: _____, 20__.

Reviewed and Approved

By: _____
Name:

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APPENDIX A: Special Conditions

APPENDIX B: Scope of Services

APPENDIX C: Compensation – Fee Proposal

APPENDIX D: Disclosure Consent & Integrity Affidavit

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APPENDIX F: Other Documentation

1.0 DEFINITIONS

The terms set forth in this Agreement shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

- 1.1 “Additional Services”** means Services to be performed by the Consultant which are in addition to the Scope of Services, which Additional Services shall be described and compensated as set forth in an Amendment.
- 1.2 “Agreement”** means this agreement (and all appendices) between the Authority and the Consultant for the provision of Services in connection with Relocation Projects undertaken by the Authority, as such agreement may be amended from time to time in accordance with the provisions hereof.
- 1.3 “Amendment”** means an amendment to this Agreement executed by the Authority and the Relocation Consultant.
- 1.4 “Authority”**, “New Jersey Schools Development Authority”, or “NJSDA” means the public body corporate and politic established in, but not of, the Department of Treasury pursuant to P.L. 2007, c. 137, for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, N.J.S.A. 18A:17G-1 et seq. The Authority is the Party that has engaged the Relocation Consultant pursuant to the Contract.
- 1.5 “Claim”** means a claim, demand or assertion by one of the Parties to this Agreement, seeking, as a matter of right, adjustment or interpretation of Contractual Documents, payment of money, extension of time or other relief with respect to the terms of the Contractual Documents and shall also mean other disputes and matters in question between the Parties arising out of or relating to the Contractual Documents. This definition shall not apply to the term “Claim” as used in the Scope of Services.
- 1.6 “Consultant”** means the firm engaged by the Authority under this Agreement to provide Relocation Services in connection with Relocation Projects undertaken by the Authority.
- 1.7 “Consultant Client Manager”** means that person designated by the Consultant to serve as its representative during the Term.
- 1.8 “Consultant Performance Evaluation Policy and Procedure”** means the Authority’s policies and procedures for evaluating the performance of a Relocation Consultant.
- 1.9 “Contractual Documents”** means all documents setting forth the obligations and responsibilities of the Consultant and the Authority with respect to the Relocation Projects and includes, but is not limited to, the Request for Proposals, the Technical Proposal, this Agreement, the Scope of Services, any Amendments and addenda, and all exhibits and schedules attached thereto.
- 1.10 “Day”** means calendar Day.
- 1.11 “DCA”** means the New Jersey Department of Community Affairs.

- 1.12 “Decent, Safe and Sanitary Housing” or “DS&S”** means housing that is sound, clean, and in weather tight condition and is in conformity with local and state housing and health codes, as defined in N.J.A.C. 5:11-1.2.
- 1.13 “Deliverables”** means, among other things, technical data, plans, specifications, minutes, approvals, recommendations, drawings, reports, computer discs, spare parts lists, instruction books, operating and maintenance manuals, documents, writings, materials, services or any other thing the delivery of which, however accomplished, is required of the Consultant, explicitly or implicitly, by the Contractual Documents.
- 1.14 “Displacee”** means a person, natural or corporate, that is, or shall be, displaced as a result of a School Facilities Project.
- 1.15 “DOE”** means the New Jersey Department of Education.
- 1.16 “Effective Date”** means the date upon which this Agreement has been fully executed by all Parties, as indicated above.
- 1.17 “Expected Hours Proposal”** means a proposal submitted by the Consultant in response to a Request for Expected Hours Proposal for Pre-Phase 1 Services, Phase 1 Services or Phase 2 Services, as the case may be, setting forth the Consultant’s estimate of the number of hours required to perform required Services for a Relocation Project.
- 1.18 “Fee Proposal”** means the fee proposal submitted by the Consultant in response to the RFP.
- 1.19 “Fiscal Year”** means the fiscal year of the Authority, which commences on January 1 of each year and ends on December 31 of the same year.
- 1.20 “Key Team Member”** means a principal, partner or officer of the firm, or a project executive, project manager, senior principal, project manager or project controls person identified in the Technical Proposal as having a responsible role in the successful completion of a Relocation Project.
- 1.21 “Loaded Hourly Rates”** means billing rates that are all-inclusive and must reflect direct labor costs, including fringe benefits, overhead and profit. These rates must also include the costs to maintain any required field offices, mileage, tolls, parking, and travel and lodging expenses.
- 1.22 “Notice to Proceed”** means a form of notice issued by the Authority to the Consultant directing the Consultant to commence performing its responsibilities pursuant to this Agreement.
- 1.23 “Office of Fiscal Integrity” or “State Police”** means the New Jersey State Police or such other designee of the Attorney General performing the functions and duties of the Office of Fiscal Integrity in School Construction within the Office of the Attorney General pursuant to N.J.S.A. 18A:7G-43, as amended.
- 1.24 “Parties”** means the Authority and the Consultant, which are the parties to this Agreement.
- 1.25 “Phase 1 Services”** means the Relocation Services required from the Consultant pursuant to Section C of the Scope of Services.

- 1.26 **“Phase 2 Services”** means the Relocation Services required from the Consultant pursuant to Section D of the Scope of Services.
- 1.27 **“Pre-Phase 1 Services”** means the Relocation Services required from the Consultant pursuant to Section B of the Scope of Services.
- 1.28 **“Project Assignment”** means a Relocation Project for which the Consultant has been issued a Notice to Proceed.
- 1.29 **“RES Database”** means the internet-based database provided by the Authority for recording information pertaining to Relocation Services.
- 1.30 **“Program Team Director or his/her Designee”** means the Authority’s representative authorized to act on its behalf as to the management of property acquisition services, as set forth in the Scope of Services.
- 1.31 **“Real Time”** as used herein means the practice of entering and/or processing information into the RES Database on the same day as it is received.
- 1.32 **“Relocation Project”** means a School Facilities Project, which the Authority has determined requires or may require Relocation Services.
- 1.33 **“Relocation Services”** means the services required to be performed by the Consultant pursuant to the Contractual Documents, and includes all other labor, materials and equipment provided or to be provided to fulfill such obligations. Relocation Services do not include Property Management Services.
- 1.34 **“Request for Proposals”** or **“RFP”** means the request issued by the Authority for proposals for Relocation Services, including a request for a Technical Proposal and a request for a Fee Proposal.
- 1.35 **“Scope of Services”** means the Scope of Relocation Services required to be performed by the Consultant in accordance with the Contractual Documents, as more fully set forth in Appendix B to this Agreement. The Scope of Services may be amended, from time to time, in accordance with the provisions of this Agreement.
- 1.36 **“School Construction Program”** means the program operated by the Authority in order to finance and construct School Facilities Projects pursuant to the Educational Facilities Financing and Construction Act, P.L. 2000, c.72, as amended.
- 1.37 **“School Facilities Project”** means the acquisition, demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of a School Facility or of any other personal property necessary for or ancillary to any School Facility.
- 1.38 **“School Facility”** means and includes any structure, building or facility used wholly or in part for academic purposes.
- 1.39 **“Services”** means the services performed by the Consultant pursuant to the Contractual Documents, and includes all other labor, materials and equipment provided or to be provided to fulfill such obligations. Unless the context indicates otherwise, “Services” shall mean and refer to Relocation Services.

- 1.40 **“Special Conditions”** means that document attached as Appendix A to this Agreement, and made a part hereof, as such document may be amended from time to time.
- 1.41 **“State”** means the State of New Jersey.
- 1.42 **“Subconsultant”** means the entity with which a Consultant or other subconsultant subcontracts to perform Relocation Services for which the Relocation Consultant is ultimately responsible.
- 1.43 **“Technical Proposal”** means the Technical Proposal submitted by the Relocation Consultant in response to the RFP.
- 1.44 **“Term”** means the term of this Agreement, as set forth in Section 4.0.
- 1.45 **“Timesheet(s)”** means a form, approved by the Authority, prepared and submitted on a weekly basis, which shall be filled out by the Consultant and which shall set forth detailed records (1) attesting to the hours spent on each Relocation Project (with reference to the applicable School Facilities Project number) and (2) in the form of a detailed work log describing the services performed on tasks assigned, as well as necessary travel requirements related to the performance of such services. Timesheets shall be signed by the Consultant submitting same and shall be certified as accurate by the Consultant Supervisor/Regional Manager.
- 1.46 **“Workable Relocation Assistance Plan”** or **“WRAP”** means the plan that must be approved by DCA prior to performance of Phase 2.

2.0 RESPONSIBILITIES OF THE CONSULTANT

2.1 General

- 2.1.1 In order to provide the Services and Deliverables required, the Consultant shall be responsible for being thoroughly familiar with all Authority formation and governing documents, internal controls, and operations.
- 2.1.2 The Contractual Documents establish the obligations of the Consultant. The Services and Deliverables described in this Agreement establish the minimum obligations of the Consultant.
- 2.1.3 The Services and Deliverables to be provided by the Consultant pursuant to this Agreement shall be performed by the Consultant, its employees, and Subconsultants, if any.
- 2.1.4 The Consultant shall be required to utilize the Key Team Members identified in its Technical Proposal. The Consultant shall notify the Authority in advance of any proposed change in its Key Team Members and shall submit to the Authority, for approval, the name and qualifications of proposed substitutions with equal or superior qualifications at no additional cost to the Authority. No changes in Key Team Members shall be permitted without the prior written approval of the Authority.
- 2.1.5 The Authority may, at his or her option, review from time to time the Key Team Members of the Consultant. If, in the Authority's determines, in his or her sole discretion that changes to Key Team Members are necessary, the Consultant will be notified in writing of such need, and the Consultant shall thereupon provide substitutes acceptable to the Authority.
- 2.1.6 The Consultant understands and agrees that any change to this Agreement must be made in writing in the form of an Amendment.
- 2.1.7 Any Services performed by the Consultant, without an Amendment, beyond the Scope of Services shall be done at the Consultant's own financial risk. Additional Services, if any, shall be the subject of an Amendment, and shall be compensated in accordance with terms negotiated at the time of Amendment. Such Amendment shall be executed prior to the performance of any Additional Services.
- 2.1.8 Changes to the Scope of Services require the prior written consent of the Authority and an Amendment. When requesting consent for any such changes, the Consultant must simultaneously notify the Authority of any increase or decrease in compensation associated with such changes; provide a detailed cost break-down of, and justification for, the changes sought; and detail the impact of each change upon its provision of Services and Deliverables. The requirements of this provision are in addition to any other requirements of the Contractual Documents regarding additional compensation.
- 2.1.9 The Consultant shall perform all Services in a good, skillful, and prompt manner. The Consultant shall perform the Services and provide all Deliverables consistent with the level of skill and care ordinarily exercised by members of the Consultant's profession, currently practicing under similar circumstances.

- 2.1.10 Services shall be performed within any applicable Schedule.
- 2.1.11 The Consultant is responsible for the quality, technical accuracy, and timely completion and delivery of all Deliverables. If circumstances will result or may result in a late delivery, it shall be the responsibility and obligation of the Consultant to make the details known immediately to the Authority.
- 2.1.12 The Consultant shall, without additional compensation, cure any errors, omissions, or other deficiencies in the Deliverables. The approval of interim Deliverables shall not relieve the Consultant of fulfilling its obligations under the Contractual Documents. Acceptance or payment for any of the Deliverables shall not be construed as a waiver by the Authority of any of its rights under the Contractual Documents or of any cause of action arising out of the Consultant's performance or non-performance under the Contractual Documents.
- 2.1.13 In the event the Consultant hires, employs or otherwise engages Subconsultants, the Consultant shall be considered the sole Consultant and the sole point of contact with regard to contractual matters under this Agreement. The Consultant assumes sole and full responsibility for the complete performance contemplated by the Contractual Documents, including the performance of all Subconsultants. The Consultant must: (i) where applicable, select only Subconsultants that have been pre-qualified by the Authority, and (ii) obtain the consent of the Authority prior to the engagement of any such Subconsultant.
- 2.1.14 It is expressly understood by the Consultant that approval by the Authority for the subcontracting of any Services under the Contractual Documents shall in no way relieve the Consultant from performing its obligations under the Contractual Documents. The Consultant shall at all times give due attention to the fulfillment of its obligations under the Contractual Documents and shall keep the Services under its control. Consent by the Authority to any subcontracting of any part of the Services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the engagement by the Consultant of the Subconsultant. The Consultant shall be responsible for all Services performed by its Subconsultants, which Services shall conform to the provisions of the Contractual Documents and the requirements of applicable law.
- 2.1.15 For all Services rendered, the Consultant shall, in accordance with generally accepted accounting principles and practices, maintain overhead, cost and accounting records, as well as all other records the Consultant may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority and the NJ State Police (or their agents) as to all aspects of the Services provided under the Contractual Documents, whether the Services are performed by the Consultant, its Subconsultant or any other firm. The Consultant shall retain all electronic records for a period of six (6) Fiscal Years following final payment by the Authority or the end of the Fiscal Year in which this Agreement expires, whichever occurs later. After this period, the Consultant may dispose of these records after first offering them (at no cost) to the Authority in writing; the Authority shall have thirty (30) Days within which to accept them.
- 2.1.16 The Consultant agrees that it shall assist and cooperate with the Authority in any legal action or proceeding that is related to or that arises out of or in connection with its performance under the Contractual Documents and in which action or proceeding the Authority and the Consultant are not named as adverse parties. Such assistance shall include, but not be

limited to, testifying as an expert witness or preparing exhibits, reports or models. Any Services provided by the Consultant pursuant to this paragraph shall be deemed Additional Services and shall be compensated as such in accordance with terms negotiated at the time of an appropriate Amendment.

- 2.1.17 The Consultant shall designate a Key Team Member at the Consultant's firm, satisfactory to the Authority, as the Consultant Client Manager. So long as the Consultant Client Manager's performance is acceptable, he or she shall remain in charge of the firm's Services, shall represent the Consultant, and be available for general consultation throughout the Term.
- 2.1.18 The Consultant, to the best of its knowledge, information, and belief, shall abide by all applicable local, state, and national regulatory requirements, as well as all regulations imposed by funding sources (auditing requirements, payroll affidavits, etc.), such as may be identified at the time of execution of this Agreement.
- 2.1.19 Business Registration. The Consultant and any Subconsultant provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-44b, as set forth in Appendix F hereto. The Consultant shall provide written notice to any firm that may become its Subconsultant that it shall not enter into any subcontract with a Subconsultant that has not provided it with proof of such business registration, a copy of which the Consultant shall forward to the Authority, in accordance with N.J.S.A. 52:32-44c. The Consultant shall maintain and submit to the Authority a list of Subconsultants and their addresses, which list must be updated as necessary during the Term. A complete and final version of such list must be submitted to the Authority before final payment for Services shall be made.
- 2.1.20 Payment of Use Taxes. Pursuant to N.J.S.A. 52:32-44g, the Consultant and any Subconsultant of the Consultant, and any affiliate of the Consultant shall collect and submit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., on all their sales of tangible personal property delivered into this State. The Consultant shall provide in each contract with a Subconsultant that each such Subconsultant shall collect and submit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., on all their sales of tangible personal property delivered into this State. For purposes of this section, "affiliate" shall mean any entity that: (i) directly, indirectly, or constructively controls another entity, (ii) is directly, indirectly, or constructively controlled by another entity, or (iii) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.
- 2.1.21 Political Contributions. Consistent with the requirements of P.L. 2005, c. 51, N.J.S.A. 19:44A-20.1 et seq., as amended ("Chapter 51")(formerly Executive Order No. 134 (2004)), the Consultant shall, on a continuing basis, have the obligation to disclose and report to the Authority any "contributions" made during the Term of the Agreement by the Consultant or any "Business Entity" associated with the Consultant on the "Disclosure of Political Contribution" form provided by the Authority, at the time such contribution is made. As part of this obligation, the selected firm shall be required to comply with Executive Order No. 117, which was issued to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. Executive Order

No. 117 builds on the provisions of Chapter 51, which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government contractors.

- 2.1.22 Political Contributions Disclosure. Consultant shall comply with its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3), in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Consultant’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- 2.1.23 Outsourcing Provisions. In accordance with P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the Consultant shall have a continuing duty to comply with the provisions of P.L. 2005, c. 92, as applicable. If, during the Term, the Consultant or a Subconsultant, who had on contract award declared that Services would be performed in the United States, proceeds to shift the performance of the Services outside of the United States, the Consultant shall be deemed in breach of the Agreement, which shall be subject to termination for cause, unless the Senior Director of the Authority’s Division of Procurement & Contract Services shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the Authority or the State.

2.2 Final Release

The Consultant’s acceptance of final payment shall constitute a final release from and waiver of all the Consultant’s Claims except for: (i) those Claims the Consultant expressly reserves at the time of application for final payment; (ii) those Claims arising after final payment as a result of actions brought against the Consultant by third parties; and (iii) those Claims arising after final payment due to an alleged breach by the Authority of any Agreement provision that survives after the Term.

3.0 COMPENSATION

3.1 General Provisions

- 3.1.1 Loaded Hourly Rates. The Consultant shall be compensated over the Term of the Agreement for actual hours worked on Project Assignments multiplied by the Loaded Hourly Rates set forth in Appendix C.
- 3.1.2 Limited Reimbursement for Costs and Expenses. The Consultant shall not be entitled to reimbursement for any costs or expenses incurred, with the limited exception of:
- 3.1.2.1.1 Authority authorized and approved postage, shipping and delivery charges.
- 3.1.3 The Consultant shall be paid after invoices are submitted and approved. Acceptance or approval of, or payment for, any of the Services performed by the Consultant under the Contractual Documents shall not constitute a release or waiver of any Claim the Authority has or may have for latent defects, errors, breaches, or negligence.

- 3.1.4 All payments for Services under the Contractual Documents will be made only to the Consultant, and Consultant assumes sole responsibility for payments due any Subconsultant.
- 3.1.5 Unless otherwise set forth in writing by the Authority, prices quoted shall be firm and not subject to increase during the Term.
- 3.1.6 The Authority assumes no responsibility or liability for costs the Consultant incurred prior to the Effective Date, and thereafter only as explicitly set forth in the Contractual Documents.
- 3.1.7 Compensation shall not exceed a total of \$3,000,000 over the Term of the Agreement.

3.2 Invoices

- 3.2.1 Requests for compensation shall be submitted on an invoice form provided by the Authority, shall itemize the actual hours spent, the Services rendered and the resulting amount due. The invoices shall be accompanied by Timesheets and such other supporting documentation as may be required by the Authority. All requests for reimbursement of reimbursable costs and expenses shall be submitted with an invoice and copies of all bills and receipts for reimbursable expenses must be attached to the invoice form. Requests for reimbursement under this Section must be included with the invoice submitted for the relevant period. Invoices and reimbursement requests must identify the contract number for this Agreement.
- 3.2.2 Invoices shall be submitted monthly on an invoice form provided by the Authority, and shall be accompanied by such supporting documentation, as to reimbursements and other items, as may be required by the Authority. Electronic invoices with associated backup are acceptable.
- 3.2.3 Invoices submitted to the Authority must identify this Agreement's contract number.
- 3.2.4 Invoices submitted to the Authority shall be processed and paid only after the Authority reviews and determines that the Services for which payment is sought have been completed at the times and in the manner specified in the Contractual Documents. The Authority shall not pay invoices if the Authority determines that the Services for which payment is sought are incomplete or unsatisfactory.
- 3.2.5 Each invoice signed by the Consultant and submitted to the Authority shall be a representation by the Consultant that all payments due to its Subconsultants have been made and that all relevant laws and regulations have been complied with.
- 3.2.6 All invoices shall be accompanied by appropriate detailed backup to ensure billing accurately represents work incurred.

3.3 Withholding Payment for Unsatisfactory Services or Non-delivery of Deliverables

- 3.3.1 If the Authority determines that any Services are incomplete or unsatisfactory, or if the Authority determines that Deliverables have not been delivered at the times and in the manner and form specified in the Contractual Documents, the Authority will either: (i) retain for payment the relevant invoice (or portion thereof) until such time as the Consultant has

made the necessary corrections/deliveries, or (ii) return the relevant invoice to the Consultant, who shall resubmit the invoice once all of the Services have been completed or corrected or the Deliverables have been delivered.

- 3.3.2 The withholding of any sums pursuant to this Section 3.3 shall not be construed as, or constitute in any manner, a waiver by the Authority of the Consultant's obligation to furnish the items required under the Contractual Documents. In the event the Consultant fails to furnish these items, the Authority shall have those rights and remedies provided by law and pursuant to the Contractual Documents in addition to, and not in lieu of, the sums withheld in accordance with this Section 3.3.

4.0 TERM

Unless terminated sooner under Section 6 of this Agreement, the Term of this Agreement shall extend from the Effective Date for a period of three (3) years or until all obligations of the Consultant to deliver Services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

5.0 GENERAL COVENANTS

5.1 Insurance

- 5.1.1 Prior to undertaking any work under this Agreement, the Consultant, at no expense to the Authority, shall obtain and provide to the Authority evidence of a policy or policies of insurance as enumerated below.

- 5.1.2 The Consultant shall maintain, and/or cause their subconsultants to maintain, at their own cost and expense, the following insurance coverages/policies insuring the Consultant, its employees, subconsultants and agents. The Consultant shall obtain this insurance from insurance companies that are authorized to transact the business of insurance in the State of New Jersey and that are "A- VII" (or better) rated, as determined by A. M. Best Company. In each policy, the Consultant shall have incorporated a provision, in accordance with the laws of the State of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Consultant warrants that if the insurer or coverage is not subject to the provisions requiring (30) day prior notification, that it will notify the Authority in writing of any cancellation or non-renewal of any insurance coverage required under this Section. Any and all deductibles shall be paid by the Consultant. The Consultant warrants that its insurance carriers are accurately informed regarding the business activities of the Consultant and intend to cover those business exposures. All insurance policies, exclusive of Professional Liability and Workers' Compensation, shall name the Authority as Primary Additional Insured and will include a Waiver of Subrogation. In addition, the Consultant may also be required to name other parties as Additional Insureds prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said work. The types and minimum amounts of insurance required are as follows:

- 5.1.2.1 Professional Liability Insurance (Errors & Omissions). The Consultant shall maintain Professional Liability Insurance with coverage retroactive to the Effective Date, sufficient to protect the Consultant from any liability arising from the Services and

professional obligations performed pursuant to this Agreement in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate for all operations conducted. The Consultant warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) days. The Consultant warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of services performed pursuant to this Agreement.

5.1.2.2 Commercial General Liability Insurance. The Consultant shall maintain Commercial General Liability Insurance (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract in connection with Services performed under this Agreement. The EDA, the Authority, the State of New Jersey and their respective directors, officers, members, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any. In addition, the Consultant may also be required to name other parties as additional insureds prior to the initiation of Services. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority.

5.1.2.3 Worker's Compensation Insurance. The Consultant shall, at its own cost and expense, maintain Workers' Compensation and Employers' Liability insurance prescribed by the laws of the State of New Jersey and any other jurisdiction required to protect employees of the Consultant while engaged in the performance of the Services under this Agreement. Workers' Compensation coverage shall be statutory and the Employers' liability limits (including Umbrella coverage) shall not be less than \$1,000,000 per accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

5.1.2.4 Business Automobile Liability Insurance. The Consultant shall, at its sole cost and expense, maintain Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile, including coverage for all owned, non-owned and hired vehicles. The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

5.1.3 Certificates of Insurance. Attached to this Agreement as Appendix E shall be valid insurance certificates, executed by a duly authorized representative of each insurer, in form and substance satisfactory to the Authority, evidencing compliance with the insurance requirements. An insurance certificate must be submitted to evidence each insurance renewal required by this Section. Failure of the Authority to demand such certificates or

other evidence of full compliance with the insurance requirements set forth herein or failure of the Authority to identify a deficiency in the insurance provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Authority's sole option. The Consultant shall provide certified copies of all insurance policies, including any and all amendatory endorsements, within ten (10) Days of the Authority's written request for such policies.

- 5.1.4 Liability in Excess of Coverage. By executing this Agreement, the Consultant expressly agrees that any insurance protection required herein or by the Consultant's Documents shall in no way limit the Consultant's obligations under this Agreement or the Consultant's Documents and shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of this Agreement or the Consultant's Documents or otherwise in law or equity. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect the Consultant, and such coverage and limits shall not be deemed as a limitation on the Consultant's liability under this Agreement.
- 5.1.5 Right to Remedy. If the Consultant fails to obtain and/or maintain the insurance as required in this Section, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Authority may: (i) purchase insurance at the Consultant's sole expense; (ii) refuse to make payment of any further amounts due under this Agreement; (iii) refuse to make payments due or coming due under other agreements between the Consultant and the Authority; (iv) suspend performance by the Consultant under this Agreement; or (v) terminate this Agreement. Any funds retained pursuant to this Section may be used, at the Authority's discretion, to renew or purchase the Consultant's insurance for the periods and amounts as set forth in this Agreement. In the event the Authority purchases said insurance the Authority may, at its discretion, reduce the Consultant's Compensation under this Agreement by the amount paid for such insurance plus reasonable attorney's fees.
- 5.1.6 Additional Insurance. The Consultant shall also provide such additional types of insurance in such amounts as the Authority shall reasonably require. In the event that any such additional insurance is required, the Consultant shall deliver certified copies of each policy to the Authority within ten (10) days of the Authority's written request for such insurance.
- 5.1.7 Waiver of Subrogation. The Consultant waives all rights of subrogation and recovery against the Authority, agents or employees of the Authority to the extent these damages are covered by the CGL, Business Automobile Liability or Commercial Umbrella Liability Insurance obtained by the Consultant. If the policies of insurance purchased by the Consultant as required above do not expressly allow the insured to waive rights of subrogation prior to loss, the Consultant shall cause them to be endorsed with a waiver of subrogation as required herein.
- 5.1.8 Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the Authority and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The Consultant shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written

consent of the Authority to the larger SIR. FAILURE TO COMPLY WITH SECTION 5.1.8 IS A MATERIAL BREACH OF CONTRACT.

If any of the aforementioned insurance is written on a "claims made basis," the Consultant warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Consultant will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Consultant shall insert a note "claims made retroactive date ___/___/___" (with the date inserted).

5.2 Ownership of Documents

5.2.1 In consideration of the Authority's execution of this Agreement and for other good and valuable consideration, all Deliverables, including, but not limited to plans, methods, drawings, specifications, flow charts, reports, all data, diagrams, samples, tests, surveys, models, material, computer discs, evidence, documentation, and all copyrightable materials, gathered, originated or prepared by the Consultant and its Subconsultants during and in connection with the performance of Services; and all copyrights resulting from Deliverables, and in all renewals and extensions of the copyrights that may be secured now or be hereafter in force and effect are instruments of the Consultant's Services performed under the Contractual Documents and, unless otherwise provided, shall be the sole property of the Authority.

5.2.2 The Consultant's promotional and professional (or other) materials shall not include Authority confidential or proprietary information, except with the written consent of the Authority.

5.3 Copyrights and Patents

5.3.1 If the Consultant employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patent holder. The Consultant shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Deliverables.

5.3.2 The Consultant shall defend, indemnify and save harmless the Authority and the State from any and all Claims for infringement by reason of the use of any patented design, device, material or process, or any trademark, copyright, trade secret or any other material protected in any manner from use or disclosure, and shall indemnify the Authority and the State for any costs, expenses and damages that it may incur by reason of an infringement at any time during the prosecution, or after the acceptance, of the Services.

5.4 Confidentiality

5.4.1 All data and information supplied by the Authority or by any other party under an Authority contract or otherwise involved in the School Construction Program and data gathered by the Consultant in fulfillment of the Contractual Documents and any analyses thereof (whether in fulfillment of the Contractual Documents or not), are strictly confidential and shall be solely for use in connection with the School Construction Program, except to the extent the Authority may identify any such as disclosable government records within the meaning of

N.J.S.A. 47:1A-1 et seq.

- 5.4.2 The Consultant shall be required to use utmost care to protect the confidentiality of data by, among other things, requiring in Authority of these confidentiality terms and conditions into its contract(s) with Subconsultants, if any, and requiring personnel assigned to provide Services to sign a confidentiality agreement in a form provided by the Authority. Any release of confidential material in any form by the Consultant, its employees, Subconsultants or assignees will be considered a violation of the Contractual Documents. Penalties for violation of this paragraph include, but are not limited to, termination of this Agreement and/or legal action, without the Authority being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.

5.5 Contractual Relationship

- 5.5.1 Nothing in the Contractual Documents shall be construed as creating a contractual relationship between any Subconsultant of the Consultant and the Authority.
- 5.5.2 The Consultant's status shall be that of an independent contractor, not an employee of the Authority. The Consultant agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof. The Consultant shall not, by reason hereof, make any Claim, demand or application to any Authority officer or employee for any right or privilege afforded to an Authority officer or employee, including, but not limited to, workers' compensation, unemployment or other insurance benefits, social security coverage, or retirement membership or credit.
- 5.5.3 The Consultant and any Subconsultants engaged by the Consultant under this Agreement are bound by the terms and conditions of the Contractual Documents.
- 5.5.4 Nothing contained in this Agreement or the Contractual Documents shall create a contractual relationship with a third party or create a cause of action in favor of a third party against either Party. No individual, firm, corporation, or any combination thereof, which supplies materials, labor, services or equipment to the Consultant for the performance of Services shall become thereby a third party beneficiary of the Contractual Documents.
- 5.5.5 The Parties hereby bind themselves, their partners, successors, assigns and legal representatives each to the other Party and the other Contractual Documents.

5.6 Assignment

- 5.6.1 The Consultant shall not assign or transfer its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contractual Documents without the prior written consent of the Authority shall not relieve the Consultant of any duty, obligation or liability assumed by it under the Contractual Documents.
- 5.6.2 Notwithstanding anything to the contrary, under no circumstance shall the Consultant assign its right to receive money under the Contractual Documents for any purpose or to any person

whatsoever without the prior written approval of the Authority or order of court.

- 5.6.3 The Authority may elect, in its sole discretion, to assign this Agreement to any other State agency, authority or other State instrumentality, or any local or municipal instrumentality, at any time during the Term of this Agreement, and in such case, the Consultant agrees to continue to perform all of its obligations as set forth in this Agreement. The Consultant shall make no Claim against the Authority in the event of such assignment and shall execute such certificates, documents and instruments as may be reasonably requested by the Authority to effect such assignment.

5.7 Mergers, Acquisitions, and Dissolutions

- 5.7.1 If, subsequent to the execution of this Agreement, the Consultant proposes to merge with or be acquired by another firm or in the event of a proposed dissolution by the Consultant, the Consultant shall immediately notify the Authority and shall submit documentation to the Authority describing the proposed transaction.
- 5.7.2 The Authority, in its sole discretion, may approve the continuation of this Agreement following the proposed merger, acquisition or dissolution or terminate this Agreement for cause. The Authority will notify the Consultant of its decision within thirty (30) Days of receipt by the Authority of documentation from the Consultant describing the proposed transaction.
- 5.7.3 If the Authority approves a merger or acquisition, the Consultant shall submit to the Authority: (i) corporate resolutions prepared by the Consultant and the new entity ratifying acceptance of the Contractual Documents; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) the names and addresses of all owners and potential owners which hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment of the assumption of the Contractual Documents by the new entity; and (vi) any other information the Authority may require.
- 5.7.4 If the Authority approves a dissolution, the Consultant shall submit to the Authority: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the corporation, partnership or joint venture, respectively; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) any new or changed Federal Employer Identification Number(s); (iv) acknowledgment of the assumption of the Contractual Documents by the new parties; and (v) any other information the Authority may require.

5.8 Mandatory Compliance With Law

- 5.8.1 The Consultant must comply during the Term with any and all Federal, State and local laws in effect or hereinafter promulgated that apply to performance by the Consultant under the Contractual Documents.
- 5.8.2 Each and every provision required by law to be inserted in the Contractual Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not

been correctly inserted, the Contractual Documents shall be amended, upon application of either Party, to provide for such insertion or correction.

- 5.8.3 If the Authority determines that the Consultant has violated or failed to comply with applicable Federal, State or local laws with respect to its performance under the Contractual Documents, the Authority may withhold payments for such performance and take such action that it deems appropriate until the Consultant has complied with such laws or has remedied such violation or non-compliance to the satisfaction of the Authority.
- 5.8.4 The Consultant's compliance with the legal requirements of this Section 5.8 and any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority.

5.9 Affirmative Action and Non-discrimination

- 5.9.1 The Consultant and its Subconsultants shall abide by affirmative action rules established by the New Jersey Department of the Treasury at N.J.A.C. 17:27-1.1 et seq. under P.L. 1975, c. 127, the small business set-aside rules for the procurement of goods and services established by the Commerce and Economic Growth Commission at N.J.A.C. 17:14-4.1 et seq. and by Executive Order No. 71 (2003), and the affirmative action program established by the Authority pursuant to Section 48 of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72, and any rules and regulations associated therewith.
- 5.9.2 The Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws, including those set forth in New Jersey's Law Against Discrimination, N.J.S.A. 10-5.1, et seq. and all rules and regulations promulgated thereunder. During the performance of this Term Contract, the Consultant agrees as follows:
 - 5.9.2.1 The Consultant and its Subconsultants, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 - 5.9.2.2 The Consultant and its Subconsultants, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

5.9.2.3 The Consultant and its Subconsultants, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's (and the Subconsultant's) commitments under New Jersey's Law Against Discrimination, N.J.S.A. 10-5.1, *et seq.* and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.9.3 The Consultant shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, with respect to its employment practices.

5.9.4 The Consultant shall comply with the *MacBride* principles of nondiscrimination in employment, or have no business operations in Northern Ireland, under N.J.S.A. 52:34-12.2.

5.10 Anti-collusion

5.10.1 The Consultant, by executing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared, directly or indirectly, in a manner contrary to the laws of the State; and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Services by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, direct or indirect, to any employee, officer, or board member of the Authority.

5.10.2 In the event of a breach or violation of this Section 5.10, the Authority may, at its sole option: (i) terminate this Agreement without the Authority being liable for damages, costs and/or attorney fees; and/or (ii) deduct from amounts otherwise payable by the Authority pursuant to this Agreement.

5.11 Conflict of Interest

5.11.1 The Consultant shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an Authority officer or employee with which the Consultant transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13i) of any such Authority officer or employee; or (iii) any partnership, firm or corporation with which such Authority officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

5.11.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from the Consultant shall be reported in writing forthwith by the Consultant to the State Attorney General and the State Ethics Commission.

5.11.3 The Consultant shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the Consultant to, any Authority

officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the Authority; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such Authority officer or employee is employed or associated, or in which such Authority officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the officer or employee and upon a finding that the present or proposed relationship presents neither an actual conflict of interest, nor the potential for, or appearance of, such a conflict of interest.

- 5.11.4 The Consultant shall not influence, attempt to influence, or cause to be influenced any Authority officer or employee in such officer's or employee's official capacity in any manner that might tend to impair the objectivity or independence of judgment of said officer or employee.
- 5.11.5 The Consultant shall not cause or influence or attempt to cause or influence, any Authority officer or employee to use or attempt to use such officer's or employee's official position to secure unwarranted privileges or advantages for the Consultant or any other person.
- 5.11.6 Under N.J.S.A. 52:34-19, it is a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the Authority. It is the policy of the Authority to treat the offer of any gift or gratuity by the Consultant, its officers or employees, to any person employed by the Authority as grounds for debarment or suspension from submitting proposals and providing work or materials to the Authority.
- 5.11.7 The provisions cited in this Section 5.11 shall not be construed to prohibit an Authority officer or employee from receiving gifts from or contracting with the Consultant under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines or Code of Ethics that the State Ethics Commission and the NJSDA have promulgated or may promulgate.

5.12 Indemnification

- 5.12.1 To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority, as well as their respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense; and from and against any Claim, demand, liability, lawsuit, judgment, action or other proceeding arising, to arise from, in connection with, or as a result of any of the following:
 - 5.12.1.1 the negligent acts or omissions of the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to its direction, or on its behalf;
 - 5.12.1.2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent performance of the Services or delivery of Deliverables by the Consultant, its agents, servants, officers, employees, Subconsultants or any other

person acting at the Consultant's request, subject to its direction, or on its behalf;

5.12.1.3 any gross negligence, default, or breach, of the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to its direction, or on its behalf;

5.12.1.4 violation of or non-compliance with federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, the Occupational Safety and Health Act ("OSHA") and the Environmental Protection Act) in connection with the performance or non-performance of, or arising out of conditions created or caused to be created by, the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to its direction, or on its behalf; and

5.12.1.5 use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in performing Services.

5.12.2 The Consultant's indemnification obligation is not limited by, but is in addition to, the Consultant's insurance obligations contained in this Agreement.

5.12.3 The Consultant agrees that any approval by the Authority of the Services performed, or Deliverables provided by the Consultant shall not operate to limit the obligations of the Consultant under the Contractual Documents; and that the Authority assumes no obligations to indemnify or save harmless the Consultant, its agents, servants, employees, or Subconsultants against any Claims that may arise out of its performance or nonperformance under the Contractual Documents; and that the provisions of this indemnification clause shall in no way limit the Consultant's obligations under the Contractual Documents, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contractual Documents or otherwise at law or equity.

5.12.4 This Section 5.12 shall survive the termination of the Contract.

6.0 TERMINATION AND SUSPENSION

Nothing contained in this entire Section 6.0 shall limit the Authority's right to recover any and all costs and damages resulting from Consultant failure to perform the Services in a satisfactory manner.

6.1 Termination for Convenience of the Authority

6.1.1 Performance by the Consultant of its obligations under the Contractual Documents may be terminated by the Authority in accordance with this Section 6.1 in whole or in part, whenever the Authority, in its sole discretion, determines that such termination is in its best interest.

6.1.2 Any such termination shall be effected by delivery of a "Notice of Termination" specifying the extent to which the Services under the Contractual Documents are terminated and the date upon which such termination becomes effective.

- 6.1.3 If so terminated, the Consultant shall be entitled only to that proportion of the compensation that the Services actually and satisfactorily performed by the Consultant bear to the total Services to be rendered under the Contractual Documents, less payments previously made.
- 6.1.4 The Authority may negotiate with the Consultant to establish an amount of compensation for the Consultant's costs incurred in the close-out of the Contractual Documents.
- 6.1.5 Upon termination for convenience, the Consultant shall furnish to the Authority, free of charge, such close-out reports, documents, and materials as the Authority may reasonably require.

6.2 Termination for Cause

- 6.2.1 Without prejudice to any other remedy, the Authority may terminate this Agreement if the Consultant: (i) disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payments to Subconsultants for materials or labor in accordance with the respective agreements between the Consultant and the Subconsultants; (iv) fails to maintain or produce any records required by the Contractual Documents to be so maintained or produced; (v) fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the implementation of the Contractual Documents; (vi) fails to obtain and properly maintain the level of insurance coverages outlined in Section 5.1; (vii) assigns or transfers its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority; (viii) makes any misrepresentation or conceals any material fact; or (ix) commences or has commenced against it any action under the United States Bankruptcy Code or any state or federal insolvency law, the commencement of which, in the Authority's judgment, may impair the ability of the Consultant to perform its obligations under the Contractual Documents; or (x) violates or breaches the Contractual Documents or any provision or material term thereof. For all such causes of termination, except those contained in subsections (viii) and (ix), the Consultant may avoid termination if, within seven (7) Days of Notice of Termination, it commences correction of such default, neglect or violation, with diligence and promptness, fully curing same within the time prescribed by the Authority within the Notice of Termination; failure to do so shall result in termination of this Agreement.
- 6.2.2 Upon termination by the Authority pursuant to this Section 6.2, the Authority may, without prejudice to any other rights or remedies of the Authority, complete Services by whatever methods the Authority may deem appropriate.
- 6.2.3 In the event this Agreement is terminated for cause pursuant to this Section 6.2, the Authority reserves the right not to make any further payments to the Consultant and may require the Consultant to repay all or a portion of the monies already paid; and the Consultant shall be obligated to take any steps necessary to enable the Authority to complete the Services itself, or for the Authority to engage another Consultant to complete the Services at the Consultant's own expense for the portion that exceeds the amount that would have been paid to the Consultant for completing the Services.
- 6.2.4 No action by the Authority pursuant to this Section 6.2 shall operate to waive or release any Claim the Authority may have against the Consultant under the Contractual Documents.

6.3 Suspension for Convenience of the Authority

- 6.3.1 The Authority shall have the right to defer the beginning, or to suspend the whole or any part, of the Services whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall give written notice to the Consultant of such suspension of performance of the Services and upon receipt of such notice, unless otherwise directed in writing by the Authority; the Consultant shall immediately discontinue all Services, except as may be deemed necessary by the Authority.
- 6.3.2 In the event of a suspension by the Authority pursuant to this Section 6.3, compensation shall be determined as follows:
- 6.3.2.1 If the Authority determines that the Services have been suspended for a period cumulatively totaling less than ninety (90) Days, there shall be no additional compensation paid to the Consultant.
- 6.3.2.2 If the Authority determines that the Services have been suspended for a period cumulatively totaling ninety (90) Days or more, and if the Authority determines that the suspension has resulted from no fault of the Consultant, the Parties shall amend this Agreement to cover the remaining Services to be performed. Such Amendment shall provide a compensation adjustment in an amount deemed proper by the Authority and Consultant after review of the Consultant's submissions relating to the increased costs actually incurred by the Consultant as a direct result of the suspension. No such Amendment will change other Contractual Documents terms.
- 6.3.3 When the Authority has determined that a suspension is the fault of the Consultant, the Authority may, at its sole option, suspend all payments to the Consultant. Payment may be reinstated by the Authority upon completion of the Services in accordance with the other provisions of this Agreement and the other Contractual Documents provided, however, that there shall be no upward adjustment in direct or indirect costs or in any other costs. Alternatively, the Authority may terminate this Agreement pursuant to Section 6.2, above, or carry out the Services as provided for in Section 6.4, below.

6.4 Authority's Right to Carry Out the Services

- 6.4.1 If the Consultant fails to perform any obligation imposed under the Contractual Documents, and fails within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Consultant the cost of correcting such failure, including compensation for other Professional Services Consultant additional services made necessary by such failure. If the payments then or thereafter due the Consultant are not sufficient to cover such amount, the Consultant shall pay the difference to the Authority upon demand.
- 6.4.2 Any action by the Authority under this Section 6.4 shall be without prejudice to the Authority's rights under the Contractual Documents and shall not operate to release the Consultant from any of its obligations under the Contractual Documents.

6.5 Unacceptable Services; Duty to Cure Errors and Omissions

- 6.5.1 The Authority shall give the Consultant written notice as soon as practicable after it becomes aware of an error or omission by the Consultant. If the Authority determines that any Service delivered is unacceptable, in quality, timeliness, or any other condition, due to error, omission or failure to comply with requirements of the Contractual Documents, the Consultant shall correct and revise the unacceptable Services under the Authority's direction at no cost to the Authority. The corrected and revised Services shall be resubmitted to the Authority for approval.
- 6.5.2 The Consultant shall be liable to Authority for all damages to Authority caused by Consultant errors or omissions. The Consultant shall reimburse Authority for all costs incurred by Authority as a result of such errors and omissions, including interest and other expenses.

7.0 CLAIMS

All Claims by the Consultant against the Authority shall be governed by the following provisions.

- 7.1 **General.** The parties agree that this contract shall be deemed to be governed by and in accordance with the New Jersey Tort Claims Act, N.J.S.A. 59:1.1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey False Claims Act, N.J.S.A. 2A:32, et seq. (collectively "the Acts"), such that a claim against the NJSDA shall be treated in the same manner as a claim against the State of New Jersey under the Acts. All notice, claims and limitations periods set forth in the Acts shall apply to claims by the Consultant against the NJSDA.
- 7.2 **Notice of Claim.** The Consultant shall file notice of its Claim on a form provided by the Authority, which form shall be completed in its entirety and signed by the Consultant. Incomplete forms will be rejected and have no effect. Submission of completed notice forms shall constitute compliance with the notice provisions of the New Jersey Contractual Liability Act if such notices are provided within the time limits established by N.J.S.A. 59:13-5.
- 7.3 **Review of Claims.** The administrative process for review of Claims is sequential in nature and mandatory. The Authority's Claims procedure is composed of the following steps:
- Step One: Review by the Authority
Step Two: Non-binding Mediation
- Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.
- 7.4 **Compliance with Claim Review Procedure.** Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Consultant submits a written objection to the prior step and requests that its Claim proceed to the next step. If at any step in the process a Claim is resolved, the Consultant must sign a full and final release as to any and all matters arising from the Claim.

7.5 Step One: The Authority's Review.

7.5.1 The Consultant must provide to the Authority the required forms as required by this Section to comply with the New Jersey Contractual Liability Act in order to begin the Authority's administrative process for the review of Claims. The Consultant shall also submit to the Authority all documentation supporting the Consultant's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Consultant's position regarding the Claim throughout Step One of the administrative process. The Consultant shall submit additional information upon request of the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Consultant.

7.5.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Consultant and the Authority to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within sixty (60) Days of the receipt of the complete supporting documentation or within sixty (60) Days of any meeting with the Consultant and the Authority, whichever is later. This time limit may be extended by mutual agreement of the Parties, or by the Authority, when additional time is required by the Authority to properly review and respond to the Claim.. The Consultant, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Consultant neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Consultant for the subject Claim.

7.6 Step Two: Non-Binding Mediation. If the Consultant rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of the Authority's decision, the Consultant may request in writing that any or all outstanding Claims, which include any or all Claims that have been processed through Step One of the Claim resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two and proceed to non-binding mediation. Such request shall be sent to the Authority. No Claim will proceed automatically to Step Two and the Consultant must make a specific written request that the Claim be elevated to Step Two for review. The cost of non-binding mediation shall be shared equally by the Consultant and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Consultant. The rules for the mediation shall be agreed to by the Authority, the Consultant and the mediator prior to the start of the mediation. If the Parties fail to agree on the rules for the non-binding mediation, the mediation will not proceed and Step Two review will be deemed completed.

8.0 REPRESENTATIONS

The Consultant hereby represents as follows:

- 8.1** The Consultant is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
- 8.2** The Consultant is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual

Documents, and has sufficient experience and competence to do so.

- 8.3** The Consultant is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Consultant and the Services it will be performing.
- 8.4** The Consultant's execution of and performance under this Agreement are within its duly authorized powers.
- 8.5** The Consultant certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
- 8.6** The Consultant certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Consultant understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Consultant understands and agrees that the Consultant's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Consultant's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.
- 8.7** The Consultant and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Consultant shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration.

9.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES

9.1 Authority's Rights

- 9.1.1 The Authority shall have the right to perform Services and to award contracts in connection with same that are not part of the Consultant's responsibilities under this Agreement.
- 9.1.2 The Authority shall have the right, in its sole discretion, to accept or reject personnel provided by the Consultant. The Consultant shall make a timely and prompt resubmittal to provide other personnel to replace any that are rejected by the Authority, both at the initial submittal or upon any subsequent rejection or substitution of personnel.
- 9.1.3 The Authority shall have the right to establish and maintain a Consultant Performance Evaluation Policy and Procedure. The Consultant's performance under this Agreement shall be evaluated by the Authority and shall be a factor used in the technical scoring of the Consultant with respect to any future submission by the Consultant in response to a Request for Proposals by the Authority. This evaluation shall consider, among other things, the Consultant's ability to provide all required Services.
- 9.1.4 The Authority's approval, acceptance, use of or payment for all or any part of Consultant's

Services hereunder shall in no way alter the Consultant's obligations hereunder.

9.1.5 The Authority and the State Police reserve the right to audit the records of the Consultant and its Subconsultants in connection with all matters related to the Contractual Documents. If, as a result of such audit, the Consultant is discovered for any reason to owe any money or refund to the Authority, the Authority may reduce the Consultant's invoice amount to an amount considered commensurate with the actual services provided.

9.1.6 The Authority and their agents have the right to request, and the Consultant agrees to furnish free of charge, all information and copies of all records, documents or books relating to the provision of Service, which the Authority, or their agents may request. The Consultant shall allow representatives of the Authority and their agent(s) to visit the office(s) of the Consultant periodically, upon reasonable notice, in order to review any information, records, documents or books related to the Contractual Documents or to otherwise monitor any Services being performed.

9.2 Authority's Responsibilities

The Authority shall, on a timely basis, provide the Consultant with such information in its possession and/or control as may reasonably be necessary for the performance of the Services within the agreed upon time frame.

10.0 MISCELLANEOUS

10.1 Notices. All notices or other communications required under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid or by FedEx or similar guaranteed overnight courier and shall be deemed to have been given on the Day after depositing in the mail or with such overnight courier. Notices shall be addressed as directed in Appendix A (Special Conditions). Electronic transmission of information may be required, as may be set forth in the Scope of Services.

10.2 Incorporation by Reference. This Agreement incorporates by reference, as if set forth herein, all of the Contractual Documents in their entirety, including but not limited to this Agreement and its appendices; the Request for Proposals and the responses thereto; and any Amendments and any addenda.

10.3 Conflict in Terms. In the event of a conflict in terms among the Contractual Documents, the following order shall prevail for purposes of interpretation:

- 10.3.1 Appendix A (Special Conditions)
- 10.3.2 Appendix B (Scope of Services)
- 10.3.3 Agreement (excluding Appendices)
- 10.3.4 Proposals

10.4 No Waiver of Warranties or Legal/Equitable Remedies. Nothing in the Contractual Documents shall be construed to be a waiver by the Authority of any warranty, expressed or implied, or any remedies at law or equity, except as specifically and expressly stated in a writing executed by the Authority.

- 10.5 Procedural Requirements.** The Consultant shall comply with all written procedural instructions that may be issued from time to time by the Authority.
- 10.6 Governing Law.** This Agreement and all other Contractual Documents, and any and all litigation arising therefrom or related thereto, shall be governed by the applicable laws, regulations and rules of the State of New Jersey without reference to conflict-of-laws principles.
- 10.7 Time of the Essence.** All time limits as stated in the Contractual Documents are of the essence.
- 10.8 Entire Agreement and Amendments.** This Agreement and the other Contractual Documents represent the entire and integrated agreement between the Consultant and the Authority and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement and all other Contractual Documents may be amended only by written instrument signed by both the Consultant and the Authority. Should the Consultant at any time find existing conditions that would make modification in requirements desirable, it shall promptly report such matters to the Authority for consideration.
- 10.9 Severability.** In the event that any provision of any Contractual Document shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- 10.10 Waiver of Breach.** In the event that any provision of any Contractual Document should be breached by any party and thereafter waived by any party, such waiver shall be limited to the particular breach so waived by any party and shall not be deemed to waive any other breach. Any consent by the Authority to a delay in Consultant's performance of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction. And any delay in the Authority's enforcement of any remedy in the event of a breach by the Consultant of any term or condition of the Contractual Documents or any delay in the Authority's exercise of any right under the Contractual Documents shall not be construed as a waiver.
- 10.11 Execution in Counterparts.** This Agreement and any other Contractual Document, where applicable, may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 10.12 Office of Fiscal Integrity.** The State Police (or its agents) may, at its discretion, investigate, examine and inspect the activities of the Consultant and all other parties involved with the Services. The State Police (or its agents) may require the Consultant or any other party involved with the Services to submit duly verified reports, which shall include such information and be in such form as the NJ State Police (or its agents) may require. In addition to the foregoing, the State Police (or its agents) may investigate, examine, inspect, or audit in any manner and at such times as the State Police deems necessary. The Consultant shall include in any and all contracts with Subconsultants a provision requiring such Subconsultants to permit the NJ State Police (or its agents), in its discretion, to investigate, examine, inspect or audit in any manner and at such times as the NJ State Police (or its agents) deems necessary.
- 10.13 Entry Clearance.** The Consultant and its personnel and Subconsultants shall be subject to such entry clearance at School Facilities Projects and other locations as may be required, if any, in order to fulfill obligations under the Contractual Documents.

APPENDIX A

SPECIAL CONDITIONS

A.1 Notices shall be addressed as follows:

Authority: New Jersey Schools Development Authority
32 East Front Street
Trenton, NJ 08608
Attention: Jacqueline Howard
Real Estate Services Director

Consultant:

APPENDIX B

SCOPE OF SERVICES

A. INTRODUCTION

This Scope of Services is an Appendix to the Agreement between the Authority and the Consultant for Relocation Services (pursuant to “Project Assignments”) for School Facilities Projects. It describes and sets forth Relocation Services and Deliverables required and other obligations and responsibilities of the Consultant during the Term of the Agreement.

A.1 Organizational Meeting

The Consultant shall attend a meeting (the “Organizational Meeting”) with the Authority within fourteen (14) Days of the Effective Date, to review the Authority’s procedures for the Relocation Services and Deliverables. At the Organizational Meeting, Authority staff and the Consultant shall, at a minimum, review the following: field procedures, use of Authority forms, the Authority’s RES Database, and the data management format to be used by the Consultant to collect, maintain and update data regarding each Project Assignment.

A.2 Assignment of Relocation Projects

At any time during the three (3) year period following the Effective Date, the Authority may, at its sole option, make Project Assignments with respect to Relocation Projects to the Consultant. The Consultant shall be responsible for completing all required services for any such Project Assignments, even when such completion will not occur until after the end of such three (3) year period.

Notwithstanding any provision of the Agreement or this Scope of Services to the contrary, the Consultant expressly understands and agrees that the Authority has no obligation and makes no guarantee or representation whatsoever to assign any particular number of Project Assignments to the Consultant, or to assign Project Assignments at any particular frequency.

A.3 Competence

The Consultant shall employ qualified, competent personnel to perform the Services in compliance with the Relocation Assistance Law of 1967 (the “RAL”), P.L. 1967, c. 79 (N.J.S.A. 52:31B-1 et seq.) and the Relocation Assistance Act (the “RAA”), P.L. 1971, c. 362 (N.J.S.A. 20:4-1 et seq.) and the applicable regulations, including, but not limited to N.J.A.C. 5:40-1 et seq. and any other applicable codes and regulations. It is the Consultant’s duty to remain knowledgeable of and ensure compliance with any new statutory or regulatory provisions that may be enacted during the Term of the Agreement.

A.4 Notice of Conflicts

If at any time during the performance of the Services, the Consultant determines that there may be a conflict between this Scope of Services and any applicable law or regulation, the Consultant shall immediately notify the Authority in writing.

A.5 Notice of Hazards

The Consultant is responsible at all times for notifying the Authority, as soon as possible, of any dangerous, unhealthy or unsafe conditions observed at any of the School Facilities Projects, such as, but not limited to, the presence of hazardous materials.

B. PRE-PHASE 1 SERVICES

When the Authority, in its sole judgment and discretion, identifies a Relocation Project, the Authority may request that the Consultant assign field personnel to accompany the Authority's contracted appraisers on a non-invasive field review of the prospective Relocation Project in order to provide educated estimates of relocation costs to the Authority.

The Authority's Program Team Director or his/her designee may also be involved in this first-stage field review, depending upon the size and complexity of the prospective Relocation Project. Based upon its field review, the Consultant shall provide a written assessment of the anticipated requirements for and costs of relocation activities for the prospective Relocation Project. The Consultant's field review assessment will be included in any Memorandum presented to the Authority's Board of Directors seeking approval for the initiation of the feasibility phase for a prospective School Facilities Project.

The Consultant may invoice the Authority for actual time spent providing Pre-Phase 1 services at the Loaded Hourly Rates and for those limited costs and expenses expressly set forth in Section 3 of the Agreement. The Consultant shall be entitled to no other compensation for Pre-Phase 1 Services and Deliverables.

C. PHASE 1 SERVICES: SITE SURVEYS AND WRAPS

C.1 Phase 1 - Request for Expected Hours Proposal

After Board approval of a School Facilities Project, the Authority may issue to the Consultant a Request for Phase 1 Services Expected Hours Proposal for the Consultant's preparation of Site Surveys and a Workable Relocation Assistance Plan ("WRAP") for and other associated Relocation Services required in connection with the Relocation Project.

C.2 Phase 1 - Expected Hours Proposal

The Consultant shall submit an Expected Hours Proposal on forms specified by the

Authority within seven (7) Days of the issuance of the Request for Phase 1 Services Expected Hours Proposal. The Authority may require adjustments to the Expected Hours Proposal.

C.3 Phase 1 - Issuance of Notice to Proceed

Once an Expected Hours Proposal has been approved by the Authority, the Authority shall issue an NTP with the Project Assignment for Phase 1 Services, specifying, among other things, the expected number of hours required to complete the Project Assignment and the scheduled completion date. Upon issuance of the NTP, the Consultant shall immediately commence performance of the Project Assignment.

The Consultant may invoice the Authority only for actual time spent providing Phase 1 Services at the Loaded Hourly Rates and for those limited costs and expenses expressly set forth in Section 3 of the Agreement. The Consultant shall be entitled to no other compensation for Phase 1 Services and Deliverables. Unless approved in writing and in advance, the Consultant shall not be entitled to compensation for actual hours worked in excess of its Expected Hours Proposal.

C.4 Phase 1 Services

Immediately following the issuance of a Notice to Proceed and the Authority's transmittal of Notice of Interest & Preliminary Entry ("NOI/NOE) Letters to the affected property owners, the Consultant will proceed to conduct relocation site investigations with respect to the Relocation Project. The Consultant will direct its field personnel to transmit Relocation Introductory Letters (on Authority-provided forms) to each prospective Displacee in order to schedule site survey meetings. Thereafter, the Consultant shall conduct site survey meetings.

As a result of such site survey meetings, the Consultant will provide to the Authority: 1) initial relocation site surveys of all potential Displacees; 2) a preliminary scope of the sales and rental markets for comparable replacement sites, both residential and commercial; and 3) information for preparation of the WRAP for submission to DCA for its approval.

C.5 Required Contents of a WRAP

Consistent with N.J.A.C. 5:40.6.1, the WRAP shall describe such measures, facilities or services as are necessary to:

C.5.1 Determine the needs of the Displacees;

C.5.2 Assist the Displacees in obtaining replacement housing and business locations;

C.5.3 Secure the coordination of relocation activities with other displacing agencies;

C.5.4 Assist in minimizing hardships to the Displacees;

- C.5.5 Determine the extent of need of each Displacee for relocation assistance;
- C.5.6 Assure the availability of Decent, Safe and Sanitary (“DS&S”) replacement housing,
- C.5.7 Determine the source, amount and availability of funds necessary to complete relocation; and
- C.5.8 Provide any other information required by the DCA or applicable law.

C.6 Information Required for Each Project Assignment

Concurrent with submission of the WRAP and Site Surveys, the Consultant shall also submit to the Authority the following information for each Project Assignment:

- C.6.1 The number, size and nature of the businesses to be displaced;
- C.6.2 The number of comparable replacement sites in the vicinity, along with contact names and telephone numbers, available for business relocations;
- C.6.3 The number and size of the households to be displaced;
- C.6.4 The number of comparable DS&S replacement housing sites in the vicinity, for both sale and rental housing units, along with contact names and telephone numbers, available for residential relocations;
- C.6.5 A list of properties that may require specialized moving services, such as in-ground storage tanks, mainframe computers, and/or heavy equipment;
- C.6.6 A short narrative description of any property that poses a relocation problem, with the Consultant's proposed solution to the problem; and
- C.6.7 An initial estimate of the moving expenses (based on the Consultant’s experience and general knowledge of such expenses) to relocate the business or residential owner or tenant Displacee to an appropriate new location.

If access is denied for relocation site surveys or estimates of potentially complicated commercial moves, the field person must advise the Authority in writing, in order to request intervention through legal and other means, if appropriate. At the discretion of the Authority, the field personnel may be allowed to provide estimates based upon historical data of costs for similar moves.

C.7 Submission of the Site Survey, WRAP, and Other Information

The Consultant must submit completed Site Surveys, WRAPs, and the other required information for the Project Assignment within thirty (30) Days of issuance of the Notice to Proceed, unless otherwise specified in the Notice to Proceed, to the Authority for review prior to submission of the WRAP to the DCA for approval.

C.8 Real Estate Services Database

With respect to each Project Assignment, the Consultant shall be responsible for inputting in Real Time the required information on all relocation services into the RES Database which shall be accessible at any time to the Authority and the Consultant. Such information to be entered shall include, but not be limited to, identity of Displacees, initial meeting dates, milestone delivery dates and DS&S inspection information, in accordance with the RES Database entry requirements as provided by the Authority.

The Consultant shall also be responsible for generating all forms and letters utilized by the Authority through the RES Database, and any necessary updates or corrections thereof, for all Project Assignments, in accordance with the Authority's programming requirements. In addition, the Consultant shall be responsible for maintaining a Work-Log Status Report for every Project Assignment and updating the RES Database in Real Time as necessary.

D. PHASE 2 SERVICES: IMPLEMENTATION OF THE WRAP

D.1 Phase 2 Expected Hours Proposal

Simultaneous with its submission of the Site Survey and WRAP, the Consultant shall submit to the Authority a Phase 2 Expected Hours Proposal for the Relocation Project. The Expected Hours Proposal shall be made on the same forms specified for the Phase 1 Expected Hours Proposal and shall set forth the hours expected to be required to perform the Relocation Services outlined in the WRAP and any other required associated Services. The Authority may require adjustments to the Expected Hours Proposal.

D.2 Phase 2 Issuance of Notice to Proceed

Once an Expected Hours Proposal has been approved by the Authority, the Authority shall, in its sole judgment and discretion, determine the date for its issuance of an NTP with the Project Assignment for Phase 2 Services. When issued, the NTP shall specify, among other things, the expected number of hours required to complete the Project Assignment and the scheduled completion date. Upon issuance of the NTP, the Consultant shall immediately commence performance of the Project Assignment.

The Consultant may invoice the Authority only for actual time spent providing Phase 2 Services at the Loaded Hourly Rates and for those limited costs and expenses expressly set forth in Section 3 of the Agreement. The Consultant shall be entitled to no other compensation for Phase 2 Services and Deliverables. Unless approved in writing and in advance, the Consultant shall not be entitled to compensation for actual hours worked in

excess of its Expected Hours Proposal.

D.3 Phase 2 Implementation - Contact With Displacees

Upon receipt of the Phase 2 Notice to Proceed, or upon such other implementation date as may be specified therein, the Consultant shall begin the performance of the Relocation Services outlined in the WRAP by contacting each resident or commercial Displacee as identified within the WRAP for the purpose of confirming that the Displacee understands the relocation process and, when necessary, explaining and clarifying the relocation process to the Displacee. The Consultant shall in no event physically relocate any Displacee until it has received notification from the Authority that the pertinent WRAP has been approved by DCA.

D.4 Advisory Services to Displacees

The Consultant will provide an advisory assistance program which satisfies State requirements to all eligible, lawful, Displacees. The Consultant will:

- D.4.1 Determine the relocation needs and preferences of each person, family and business to be displaced;
- D.4.2 Explain the relocation assistance and payments for which the Displacees may be eligible, as well as the eligibility requirements;
- D.4.3 Describe the procedures for obtaining relocation assistance and benefit payments;
- D.4.4 Provide current and continuing information on the availability, purchase price and/or rental cost of replacement properties;
- D.4.5 Explain that a residential displacee cannot be required to move unless and until at least one comparable DS&S replacement dwelling has been made available to the Displacee; and
- D.4.6 Minimize the Displacees' hardship in adjusting to relocation by providing counseling and advice as to other sources of assistance that may be available.

D.5. Initial Personal Contact

Upon the initial personal contact, the Consultant will personally advise all Displacees of their eligibility for advisory assistance and relocation benefits. A relocation brochure will be provided to each Displacee during this initial personal contact. The Consultant will provide an explanation of moving cost reimbursements and benefit options available to the Displacee, as well as discuss what is required of the Displacee in order to obtain reimbursement or payment of relocation costs or benefits.

In those instances in which the Displacee is unwilling to meet with the Consultant, the Displacee will be sent a letter by Certified Mail (with return receipt requested), which will

explain the relocation advisory services available, as well as the types of relocation reimbursements or payments for which the Displacee may be eligible. At the same time, a copy of the letter will also be sent to the Displacee by regular mail, as a backup in case of non-delivery of the Certified Mail. The relocation brochure will accompany the letter even if it was provided to the Displacee previously.

At the initial personal contact, the Displacee will be informed:

- D.5.1 That he/she will not be required to move until an agreement has been executed by the owner and the Authority or, in the case of condemnation, a Declaration of Taking has been served upon all parties and a Deposit of Funds in Court has been made by the Authority,
- D.5.2. That he/she will not be required to relocate without being provided a 30-Day Notice to vacate, which will only be sent to him/her after one of the conditions in paragraph Section D.5.1 above has been met and, for residential Displacees, at least one DS&S comparable housing unit has been offered to him/her by the field person, as the Authority's agent,
- D.5.3. That a tenant Displacee is required by law to continue paying rent to his/her current landlord until the property is acquired by the Authority, at which time any future rent is payable to the Authority,
- D.5.4. Of the availability of suitable DS&S sales/rental housing, in the case of a residential Displacee; and
- D.5.5. Of the procedures to be followed by the Displacee to appeal an eligibility determination or the amount of benefits, which procedures are described in the relocation brochure that has been provided to the Displacee.

D.6 Individual Relocation Plan

- D.6.1. During the initial and subsequent personal contacts, the Consultant and the Displacee will mutually develop an informal relocation plan. This plan should specify the preferred type, size and location and price range for replacement housing for a residential Displacee, or the replacement size and location for a commercial Displacee, as well as the timing of the move and any need for other supporting services.
- D.6.2. As soon as practical after the Consultant has made the initial contact with the Displacee, the Consultant will obtain competitive moving cost estimates for a residential move (two estimates, with a third estimate required if there is a wide disparity between the two) or a commercial move (three estimates each for the move and specialty items) from reputable, licensed movers and specialist contractors. If estimates were obtained during Phase I, the estimate amounts should be either confirmed or updated, as required. The mover/specialist will be paid a fee by the Consultant for the estimate, based upon the guidelines provided by the Authority,

such fee to be reimbursed to the Consultant upon submission of invoices to the Authority.

- D.6.3. If the residential Displacee indicates that he/she will choose to move themselves, moving cost estimates will not be necessary, but the field person will indicate that choice in the RES Database and the Consultant's Relocation Case Summary form for the Displacee.

D.7 Residential Relocations

The Consultant shall conduct a detailed search of the residential realty market to locate currently available DS&S housing, compatible with the needs of the residential occupants of the property, including both real estate owner Displacees ("Residential Owner Displacees") and residential tenant Displacees ("Residential Tenant Displacees") to be relocated (collectively, the "Residential Displacees").

- D.7.1 Upon the Program Team Director or his/her Designee's notification of a pending offer and request for assistance, the Consultant shall, in the case of a Residential Owner Displacee: (1) inspect the property from which the Owner Displacee is relocating and the properties available in the vicinity as replacement housing for the Owner Displacee; and (2) complete and submit to the Authority the Authority form entitled "Owner Replacement Housing Supplement Estimate" within five working days of the Real Estate Services Director or his/her Designee's request.

The Consultant shall follow a documented process for review and approval of these forms by a qualified and authorized objective party, other than the employee (the "Relocation Agent") assigned to assist the Residential Displacee in the actual move. The "Owner Replacement Housing Supplement Estimate" form is attached to this Scope of Services as Exhibit 1.

The Authority will review the estimate immediately and provide the Owner Replacement Housing Supplement amount to the Program Team Director or his/her Designee, who shall incorporate such amount in an offer letter ("Offer Letter") for the property to be acquired, that will be transmitted to the Owner by Certified Mail, with electronic copies to the Authority and the Consultant.

- D.7.2 Upon receipt of a copy of the Offer Letter to the property owner from the Program Team Director or his/her Designee, the Consultant shall in the case of a Residential Tenant Displacee: (1) inspect the property from which the Tenant Displacee is relocating and the properties available in the vicinity as replacement housing for the Tenant Displacee; and (2) complete and submit to the Authority the Authority's form entitled "Tenant Rent Supplement Estimate."

The Consultant shall follow a documented process for review and approval of these forms by a qualified and authorized objective party, other than the employee (the "Relocation Agent") assigned to assist the Residential Displacee in the actual move. The "Tenant Rent Supplement Estimate" form is attached to this Scope of Services as Exhibit 2.

The Authority will calculate the Tenant Rent Supplement amount and provide this amount to the Consultant. The amount then will be included in a letter addressed to the Tenant Displacee which will be generated from the RES Database. The Relocation Agent is responsible for preparing and presenting the letter to the Tenant Displacee, either at a meeting with the Tenant Displacee or sent to the Tenant Displacee by Certified Mail, which event shall occur as soon as possible after the Offer Letter has been tendered to the property owner and will initiate the relocation process. The Consultant will provide an electronic copy of each letter to the Authority and the Program Team Director or his/her Designee.

- D.7.3 The Consultant shall, at the appropriate time and in coordination with the Authority and the Program Team Director or his/her Designee, transmit by Certified Mail to the Residential Owner Displacee or Residential Tenant Displacee a 30-Day Notice to Owner or Tenant, which will be generated from the RES Database. The notice will specify the date upon which the Authority will require possession of the property occupied by the owner or tenant, as the case may be, and will be transmitted at least 35 days prior to such possession date, to allow for time in the mail. The Consultant will provide electronic copies of each notice to the Program Team Director or his/her Designee and the Authority

D.8 Commercial Relocations

The Consultant shall conduct a detailed search of the commercial realty market to locate properties suitable for the needs of those businesses to be relocated (the "Business Displacees"), and shall provide lists of same to the Business Displacees, with updated lists provided when appropriate.

The Consultant shall identify any Business Displacee who indicates that it will not relocate its business and instead elect a "payment in lieu of moving and related expenses," as provided in N.J.A.C. 5:40-3.12(b) or (c). The Consultant shall gather the necessary information and documents from such a Business Displacee so the Authority may determine whether such a Business Displacee making such election is eligible for an in lieu of moving and related expenses payment. For the Business Displacee whose election for such an in lieu of moving and related expenses payment is approved, the Authority will make payment upon submission of the proper forms by such Business Displacee to the Consultant, who will forward them to the Authority. The submission of these forms is to be accomplished by the Consultant only after the Business Displacee has vacated the property.

The Consultant shall, at the appropriate time and in coordination with the Authority and the Program Team Director or his/her Designee, transmit by Certified Mail to the Business Displacee a 30-Day Notice to Owner or Tenant, which will be generated from the RES Database. The notice will specify the date upon which the Authority will require possession of the property occupied by the owner or tenant, as the case may be, and will be transmitted at least 35 days prior to such possession date, to allow for time in the mail. The Consultant will provide electronic copies of each notice to the Program Team Director or his/her Designee and the Authority.

D.9 Moving Estimates

The Consultant shall provide assistance in securing moving services for all Displacees. The estimates obtained by the Consultant are to be submitted to the Authority. The Authority will then prepare a Relocation Expense Authorization Letter to the Displacee to be relocated. The letter will state the maximum amount that the Displacee will be reimbursed for its move, based upon the lowest of the estimates obtained.

After the 30-day Notice to Tenant or Owner has been received by the Displacee, the Authority shall provide a copy of the Relocation Expense Authorization Letter to the Consultant and, upon its receipt, the Consultant shall hand-deliver the letter to the Displacee.

The Consultant will then either: (1) coordinate the move by a moving firm of the Displacee's choice or; (2) in the event a Displacee is unable to pay the moving firm directly for its move, engage a moving firm on the Authority's behalf to move the Displacee, which firm shall be paid directly by the Authority, upon completion of the move and submission of an invoice not to exceed the amount of the lowest estimate; or (3) in the case of a Business Displacee, the Displacee may choose to perform a self-move upon prior notice to the Authority.

The Consultant shall perform a final inventory immediately prior to each move, shall monitor the move, and shall certify that all items have been delivered to the Displacee's new location after the move has been completed. The Consultant shall then process the necessary forms for reimbursement or invoice for payment of moving expenses, as the case may be.

A Residential Displacee is entitled to move himself or herself and receive a moving payment based upon a room count schedule consistent with N.J.A.C. 5:11-3.2.(2.b.). If a Displacee indicates that he/she will choose to move himself or herself, moving cost estimates will not be necessary, but the field person will indicate that choice in the RES Database and the Consultant's Relocation Case Summary form for the Displacee.

D.10 Relocation Expense Payments for Displacees

The Consultant shall process requests for relocation expense payments for Displacees in a timely manner using forms supplied by the Authority and shall transmit them to the Authority for processing and approval. The Authority is responsible for preparation of the check request and submission to the Authority's Accounts Payable Department. Once issued, the check will be mailed directly to the Consultant and the Consultant will hand-deliver the check to the Displacee and have the Displacee sign a form provided by the

Authority that he/she has received the check.

D.11 Records

The Consultant shall be responsible for keeping up-to-date records on the relocation of all Displacees, beginning with the information secured during the first interview to assess the needs of a Displacee. A separate record shall be maintained for each family, each individual maintaining a self-contained unit and each business concern, non-profit organization and farm operation. The record shall contain all data relating to relocation of the Displacee, including the nature and dates of services that are provided, the type and amount of relocation payments made and the location to which those displaced are relocated, including a description of the accommodation. At the conclusion of each relocation, the Consultant shall deliver to the Authority a complete file for use by the Authority in confirming that all required steps have been completed in accordance with the relevant statutes, regulations and Authority procedures, and that all required documentation has been provided in the file.

D.12 Access to Consultant's Files and Records

During the Term of the Agreement, all of the Consultant's files, including those in paper and electronic formats, for all the Project Assignments shall be maintained at the Consultant's main or Field Office, and such files shall at all times be open for inspection by the Authority.

Upon expiration of the Term, the Consultant shall offer to provide all such materials to the Authority, at no expense to the Authority. In the event the Authority elects not to house such materials, the materials shall be maintained by the Consultant for a period of no less than six (6) years, in a manner and at a cost to be negotiated by the Parties.

D.13 Weekly Status Report

A weekly status report shall be prepared and submitted by the Consultant to the Authority on each active Project Assignment and shall include, but not be limited to, the following information:

D.13.1 Update of initial and subsequent contacts with each remaining Displacee;

D.13.2 Summary or results of efforts in showing Displacees possible relocation properties;

D.13.3 Summary of new developments or problems that have arisen in attempting to facilitate the relocation of any Displacee;

D.13.4 Listing of anticipated relocation dates for each of the remaining Displacees;

D.13.5 List of vacate dates for Displacees who have been relocated;

D.13.6 Any other information requested by the Authority; and

D.13.7 Any other information deemed important or relevant by the Consultant.

D.14 Progress Meetings

The Consultant shall meet with the Authority and any other appropriate representatives of the Authority for regular progress meetings on or about the conclusion of the first month after the Effective Date and the first Monday of every month thereafter for the Term, unless otherwise changed by the Authority. At the progress meetings, the Authority shall review the Consultant's performance, identify any problems with such performance and suggest any corrective actions to remedy such problems. The progress meeting shall be scheduled at a mutually convenient date and time at the Trenton Regional Office of the Authority located at 32 East Front Street, Trenton, New Jersey 08625, or as otherwise chosen by the Authority.

D.15 Schedules

The Consultant shall complete the relocation services for each Project Assignment by the date provided by the Authority in the Phase 2 Notice to Proceed, unless directed to terminate such services by the Authority.

E. MULTILINGUAL STAFFING

The Consultant shall provide multilingual assistance to Displacees where language communication barriers are encountered on any Project Assignment, when the Authority and the Consultant, by mutual agreement, identify that such a requirement exists.

F. SECURITY CLEARANCE

F.1.1 The Consultant shall, at its sole cost and expense, perform a criminal history record background check (CHRB) security clearance, of its employees, agents, and representatives, as well as the employees, agents, and representatives of any of its subcontracted firms that will have access under this Agreement to public funds or to information deemed by the Authority to be sensitive or confidential. Such background check shall include a New Jersey State Police SBI check, as well as a criminal history record information check performed by such other entity or entities maintaining criminal history records including, but not limited to a search of records that are maintained in all Federal and local databases for the period of time as such record exists and is retrievable, as reasonably necessary to insure an comprehensive security clearance has been obtained.

F.1.2 The Consultant shall, in order to implement such criminal background check, require that all affected employees sign the Authorization to Release Information. The form is attached to this Scope of Services as Exhibit 3. In the event any employee, agent or representative shall refuse to sign such Authorization to Release Information, such employee, agent or representative of the Relocation Consultant or its subcontractor shall be precluded from performing work or Services under the Agreement to the extent such work or Services requires access to sensitive or confidential information or to public funds relating to the relocation process.

G. ADDITIONAL SERVICES

The Consultant is to provide such additional Services as the Authority may request or require from time to time upon authorization by the Authority, at the rates specified for Services as provided in Appendix C (Compensation) and the completed forms attached thereto.

H. RELOCATION ASSISTANCE POLICIES AND PROCEDURES

This Scope of Services is an outline of the responsibilities required by the Consultants. The Consultant will be issued a Relocation Assistance Policies and Procedures manual at the Organizational Meeting which will set forth in detail the policies and procedures to be used by the Authority and the Consultant in providing relocation assistance to Displacees.

The New Jersey Department of Community Affairs (DCA) has jurisdiction over issues of displacement and relocation in the State.

EXHIBIT 1

OWNER REPLACEMENT HOUSING SUPPLEMENT ESTIMATE

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

REAL ESTATE SERVICES DIVISION

OWNER REPLACEMENT HOUSING SUPPLEMENT ESTIMATE

Municipality	Block/Lot(s)	School Name	SDA Project Number	Owner(s)
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To: Relocation Manager, Real Estate Services

In accordance with your request dated _____, I have surveyed and analyzed residential listings of Real Estate Brokers and/or owners in the area of the subject property and herewith submit the particulars of the three most comparable listings.

The degree of comparability is demonstrated as follows:

DESCRIPTION	SUBJECT	LISTING 1	LISTING 2	LISTING 3
Category of dwelling:				
Age (if known):				
Type of construction:				
Size (approx. living area):				
Total number of rooms:				
Number of bedrooms:				
Quality:				
Condition:				
Listed price:	FMV: \$	\$	\$	\$
Price adjusted for market:	Not Applicable	\$	\$	\$

Bedroom requirement based on site survey: _____

REMARKS: _____

County of _____

State of New Jersey

(Name of Relocation Agent), _____ being duly sworn, deposes and says:

That I have inspected these listings and, in my opinion, they are comparable, decent, safe and sanitary living quarters suitable for replacement housing for the present occupant(s) of the subject dwelling. That I have verified with the listing Broker(s) that they are available on the open market as of the date of this report.

To the best of my knowledge and belief the information contained in the report herein set forth is true.

That I have no present or contemplated personal interest in the subject acquisition or any properties listed, nor will I accept a commission, payment or other reimbursement for that dwelling which the relocatee may ultimately acquire and/or occupy. That I will not benefit directly or indirectly from any such transaction.

OWNER REPLACEMENT SUPPLEMENT HOUSING ESTIMATE, Page Two

That I do not have any business affiliation with the owners or brokers of the listings and/or the displacees and/or any agent employed by the owners to represent them.

That after considering all pertinent factors of comparability it is this Relocation Agent's independent opinion that the most comparable dwelling listed is **Number _____**, and that based upon the adjusted price of this dwelling, the probable price which this occupant will have to pay for a replacement dwelling is \$_____.

The following four pages comprise my detailed report.

Relocation Agent

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Public of New Jersey
My Commission Expires _____

SUBJECT PROPERTY

Municipality	_____
Block/Lot(s)	_____
Relocation Agent	_____
Date of Report	_____

Purpose of Report:

To provide a description of the residential property to be acquired by NJSDA, together with descriptions of Decent, Safe & Sanitary comparable replacement dwellings, in order to determine if an Owner Replacement Housing Supplement is appropriate and justified for this owner displacee.

Description of Subject Property:	_____
	<u>Owner(s)</u>

Neighborhood and Amenities:

(PICTURE)

Analysis of Subject:

Age	_____
Type Construction	_____
Size (living area)	_____
Number of bedrooms	_____
Total number of rooms	_____
Quality of Construction	_____
Condition of Structure	_____
Site Amenities	_____

LISTING NUMBER ONE

Municipality _____

Block/Lot _____

Relocation Agent _____

Date of Report _____

Address of Listing:

Listing Broker:

Listing Price:

Description of Offering:

Neighborhood and Amenities:

Date of Inspection:

(PICTURE)

Analysis of Listing:

Age _____

Type Construction _____

Size (living area) _____

Number of bedrooms _____

Total number of rooms _____

Quality of Construction _____

Condition of Structure _____

Site Amenities _____

LISTING NUMBER TWO

Municipality _____

Block/Lot _____

Relocation Agent _____

Date of Report _____

Address of Listing:

Listing Broker:

Listing Price:

Description of Offering:

Neighborhood and Amenities:

Date of Inspection:

(PICTURE)

Analysis of Listing:

Age _____

Type Construction _____

Size (living area) _____

Number of bedrooms _____

Total number of rooms _____

Quality of Construction _____

Condition of Structure _____

Site Amenities _____

LISTING NUMBER THREE

Municipality _____

Block/Lot _____

Relocation Agent _____

Date of Report _____

Address of Listing:

Listing Broker:

Listing Price:

Description of Offering:

Neighborhood and Amenities:

Date of Inspection:

(PICTURE)

Analysis of Listing:

Age _____

Type Construction _____

Size (living area) _____

Number of bedrooms _____

Total number of rooms _____

Quality of Construction _____

Condition of Structure _____

Site Amenities _____

EXHIBIT 2

TENANT RENT SUPPLEMENT ESTIMATE

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

REAL ESTATE SERVICES DIVISION

TENANT RENT SUPPLEMENT ESTIMATE

Municipality	Block/Lot(s)	School Name	SDA Project Number	Tenant(s)
--------------	--------------	-------------	--------------------	-----------

To: Relocation Manager, Real Estate Services

In accordance with your request dated _____, I have surveyed and analyzed residential rental listings of Real Estate Brokers, building rental managers and/or owners in the area of the subject property and herewith submit the particulars of the three most comparable listings.

The degree of comparability is demonstrated as follows:

DESCRIPTION	SUBJECT	FHA FAIR MKT. RENT	LISTING 1	LISTING 2	LISTING 3
Category of dwelling:		N/A			
Type of construction:		N/A			
Total number of rooms:		N/A			
Number of bedrooms:		As Required			
Quality:		N/A			
Condition:		N/A			
Monthly Rent:	\$	\$	\$	\$	\$
Monthly Average Essential Utility Cost:	\$	(Essential Util. Cost included)	\$	\$	\$

Bedroom requirement based on site survey: _____

REMARKS: _____

County of _____

State of New Jersey

(Name of Relocation Agent), _____ being duly sworn, deposes and says:

That I have inspected these listings and, in my opinion, they are comparable, decent, safe and sanitary living quarters suitable for replacement rental housing for the present occupant(s) of the subject dwelling. That I have verified with the listing Broker(s) that they are available on the open market as of the date of this report.

To the best of my knowledge and belief the information contained in the report herein set forth is true.

That I have no present or contemplated personal interest in the subject acquisition or any rental properties listed, nor will I accept a commission, payment or other reimbursement for that dwelling which the relocatee may ultimately occupy. That I will not benefit directly or indirectly from any such transaction.

TENANT RENT SUPPLEMENT ESTIMATE, Page Two

That I do not have any business affiliation with the owners or brokers of the listings and/or the relocatees and/or any agent employed by the owners to represent them. That after considering all pertinent factors of comparability it is this Relocation Agent's independent opinion that the most comparable dwelling listed is **Number ____**, and that the probable rent, including essential utilities, which this occupant will have to pay for a replacement dwelling is \$_____ a month.

The following four pages comprise my detailed report.

Relocation Agent

Subscribed and sworn to before me this

_____ day of _____, 20____.

Notary Public of New Jersey
My Commission Expires _____

SUBJECT RENTAL PROPERTY

Municipality _____
Block/Lot(s) _____
Relocation Agent _____
Date of Report _____

Purpose of Report:

To provide a description of the residential rental property to be acquired by NJSDA, together with descriptions of Decent, Safe & Sanitary comparable replacement rental dwellings, in order to determine if a Tenant Rent Supplement is appropriate and justified for this tenant displacee.

Description of Subject Property: _____ Owner _____

Neighborhood and Amenities:

PICTURE

Analysis of Subject:

Age _____
Type Construction _____
Size (living area) _____
Number of bedrooms _____
Total number of rooms _____
Quality of Construction _____
Condition of Structure _____
Neighborhood Location &
Site Amenities _____

LISTING NUMBER ONE

Municipality _____
Block/Lot _____
State Project _____
State Project _____
Tenant(s) _____

Relocation
Officer _____

Date _____

Address of Listing:

Listing Broker:

Description of Offering:

Neighborhood and Amenities:

Rent + Utilities:

Date of Inspection:

Date of Availability:

PICTURE

Analysis of Listing:

Age _____
Type Construction _____
Size (living area) _____
Number of bedrooms _____
Total number of rooms _____
Quality of Construction _____
Condition of Structure _____
Neighborhood Location &
Site Amenities _____

LISTING NUMBER TWO

Municipality _____
Block/Lot _____
State Project _____
State Project _____
Tenant(s) _____

Relocation
Officer _____

Date _____

Address of Listing:

Listing Broker:

Description of Offering:

Neighborhood and Amenities:

Rent + Utilities:

Date of Inspection:

Date of Availability:

PICTURE

Analysis of Listing:

Age _____
Type Construction _____
Size (living area) _____
Number of bedrooms _____
Total number of rooms _____
Quality of Construction _____
Condition of Structure _____
Neighborhood Location & _____
Site Amenities _____

LISTING NUMBER THREE

Municipality _____
Block/Lot _____
State Project _____
State Project _____
Tenant(s) _____

Relocation
Officer _____

Date _____

Address of Listing:

Listing Broker:

Description of Offering:

Neighborhood and Amenities:

Rent + Utilities:

Date of Inspection:

Date of Availability:

PICTURE

Analysis of Listing:

Age _____
Type Construction _____
Size (living area) _____
Number of bedrooms _____
Total number of rooms _____
Quality of Construction _____
Condition of Structure _____
Neighborhood Location &
Site Amenities _____

EXHIBIT 3

AUTHORIZATION TO RELEASE INFORMATION

I understand that investigative background inquiries are to be made on myself, including but not limited to, consumer, credit, criminal, civil, driving, banking, financial, insurance, employment, educational and other records and reports. I hereby authorize and direct any and all federal, state, and local governmental or civil agencies, and all consumer reporting agencies, educational institutions, present or former employers and individuals who may have information on me in their records or files or by virtue of personal knowledge, to disclose and release to the security consultant identified below (the "Security Consultant") such information as may legally be released under the Freedom of Information Act, the Fair Credit Reporting Act, the Driver Privacy Protection Act and other applicable federal or state laws.

I understand and agree that any and all information so disclosed and released to the Security Consultant by any agency, institution, entity, or individual shall be made known to the Relocation Consultant or its designees. It is understood and agreed by the Relocation Consultant that the Relocation Consultant will furnish me with respect to each CHRI requested and that the Relocation Consultant will afford me adequate notice and a right to request to complete or to challenge the accuracy of record provided in response to such disclosure and, further, that I shall be presumed innocent of any pending charges or arrests detailed in any such disclosure for which there is no final disposition indicated in the record received.

The Security Consultant follows reasonable procedures to assure maximum possible accuracy of the information reported. I realize this information is obtained and processed by fallible sources (human and otherwise) and that the Security Consultant cannot be either an insurer or a guarantor of the accuracy of the information reported, and therefore, release the Security Consultant, its affiliates, officers, agents, employees, independent contractors, heirs, successors and assigns for any negligence of third party furnishers of information in connection with erroneous information provided by such third parties.

I hereby do covenant not to sue and by these presents hereby do release, discharge and agree to indemnify and forever hold harmless the Security Consultant, the Relocation Consultant, and their officers agents contractors and employees, heirs, successors and assigns, as well as any and all agencies, institutions, employers, or persons who furnish any information about me, with respect to any and all claims or demands which I, my successors, assigns, heirs, executors or administrators or personal representatives have now or may ever have resulting directly, indirectly or remotely from said agencies, institutions, employers, or individuals having furnished or provided any information about me.

As outlined in the Fair Credit Reporting Act, if my application is declined based in whole or in part on information contained in a consumer report, I understand that the Relocation Consultant will disclose this fact to me, along with the name and address of the consumer reporting agency where it obtained the credit report. I hereby consent and allow the Relocation Consultant to procure any consumer report, now or, if I am employed, at any time in the future, as the Relocation Consultant deems necessary for employment purposes, pursuant to Section 604(b) of the Consumer Credit Reporting Reform Act of 1996.

SIGNATURE

DATE

PLEASE PRINT ALL REQUESTED INFORMATION:

_____ Last Name		_____ First Name		_____ MI	_____ Maiden Name
_____ Race	_____ Sex	_____ Social Security #		_____ Driver's License Number	
_____ State	_____ Date of Birth		_____ Telephone		
_____ Current Street Address		_____ City	_____ State	_____ Zip Code	

Please provide previous addresses for the past seven (7) years:

_____ Street Address		_____ City	_____ State	_____ Zip Code	
_____ Street Address		_____ City	_____ State	_____ Zip Code	
_____ Street Address		_____ City	_____ State	_____ Zip Code	
_____ Street Address		_____ City	_____ State	_____ Zip Code	
_____ Street Address		_____ City	_____ State	_____ Zip Code	
_____ Street Address		_____ City	_____ State	_____ Zip Code	

If employment verification is required, may we contact your current employer YES _____ NO _____

APPENDIX C

COMPENSATION – FEE PROPOSAL

{See Attached Sheets}

of the Consultant's prequalification with the Authority since the latest prequalification application was filed by the Consultant with the Authority.

- D. The Consultant certifies that, if applicable, any change in the information provided by the Consultant in its prequalification application currently on file with the Authority will be immediately reported to the Authority.
- E. The Consultant certifies that, if applicable, it shall immediately notify the Authority and the State Police if any director, partner, officer, employee of the Consultant or any shareholder owning 5% or more of the Consultant's stock:
 - 1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
 - 2. Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
 - 3. Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business-related offense.
- F. The Consultant hereby waives any objection it might otherwise raise permitting the State Police to investigate, examine and inspect all activities related to the Agreement pursuant to Public Law 2000, Chapter 72, Section 70, as amended. The Consultant further releases and holds harmless the State Police, the Authority, and the State of New Jersey. All statements contained in the Consultant's Technical Proposal and Fee Proposal and in this waiver and consent are true and correct, and made with full knowledge that the Authority and the State of New Jersey rely upon the truth of the statements contained in this affidavit in awarding the Agreement.

Sworn and subscribed to before me

this _____ day of _____, 20__.

Signature of Principal

Notary Public of

Print Name of Principal

My commission expires: _____, 20__.

(NO COLLUSION)

I SWEAR AND AFFIRM that the Consultant has not directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the Program; that the prices in the Fee Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; that the prices have not been knowingly disclosed directly or indirectly by the Consultant to any other firm submitting a Proposal, unless otherwise required by law; that no attempt has been made by the Consultant to induce any other person or business entity to submit or not submit a Proposal for the purpose of restricting competition; AND

(NO DISCRIMINATION)

I SWEAR AND AFFIRM that the Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination; AND

(PREVAILING WAGE)

If applicable, I SWEAR AND AFFIRM that the Consultant shall or has complied with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238 and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the Program and any contracts related to school construction entered into on behalf of the State of New Jersey, except those contracts not within the contemplation of these acts; AND

I SWEAR AND AFFIRM that all statements contained in the Consultant's Technical Proposal and Fee Proposal and this Affidavit are true and correct; and all such statements have been made with full knowledge that the Authority and the State of New Jersey rely upon the truth of the statements contained in this Affidavit in awarding the Agreement.

Sworn and subscribed to before me

this _____ day of _____, 20__.

Signature of Principal

Notary Public of

Print Name of Principal

My commission expires: _____, 20__.

APPENDIX E

INSURANCE CERTIFICATE(S)

{See Attached Sheets}

APPENDIX F

OTHER DOCUMENTATION

{See Attached Sheets}

- 1. BUSINESS REGISTRATION**
- 2. PL 2005, CHAPTER 51 APPROVAL**
- 3. SBE APPROVAL**
- 4. EO129 CERTIFICATION**
- (5. ADDENDA, if any)**

NJSDA FORM 202

KEY TEAM MEMBERS' RESUMES

{This form should be photocopied as necessary}

KEY TEAM MEMBER NAME: _____

PROJECT NAME; CLIENT NAME; PRIME FIRM NAME	CLIENT CONTACT; PERSON NAME & PHONE #	DESCRIPTION OF PROJECT (including its size and scope) ; DESCRIPTION OF KEY TEAM MEMBER'S ROLE	MONTHS INVOLVED IN PROJECT
1.			
2.			
3.			
4.			
5.			

*** It is on this form that a firm must set forth all of the licenses, registrations, certifications, and other qualifications of any kind, State, Federal, or private, that are necessary for the provision of all of the services required pursuant to this RFP.**

ATTACHMENT B

SBE FORMS B AND C

(Please see attached sheets)

SBE FORM C - CONFIRMATION OF SBE STATUS and BID PRICE

NJSDA Contract #: _____

SBE Federal ID #: _____

I, _____, certify that: _____

I am the _____ of the firm of _____,

located at _____, which is registered as an SBE firm by the New Jersey Treasury Department, Division of Minority and Women Business Development.

I further warrant that I am authorized by the said firm to make this Certification and will provide the information requested by the New Jersey Schools Development Authority (NJSDA) to document the fact that the said firm is a bona fide SBE.

I further state that I am aware my firm has been named on Form A as a proposed Subcontractor, Sub-consultant, or Goods and Service provider on the above contract to meet the General Contractor or Prime Consultant's NJSDA SBE Goals.

Specifically, my Subcontract Bid Amount is: \$ _____

I am currently certified as a (please circle all that apply) in the State of New Jersey. SBE MBE WBE

Please indicate ethnicity for MBE _____ Black _____ Hispanic _____ Asian _____ American Indian

Race and gender identification is voluntary.

I have attached a copy of my current and valid SBE Registration Form issued by the New Jersey Treasury Department, Division of Minority and Women Business Development. If applicable, I have attached the MBE and or the WBE Certification.

Signature

Date

General Contractor Acknowledgement and Consent

(For General Contractor / Prime Consultant Use)

I, _____, _____

Company Principal or Executive

hereby agree to award to named subcontractor/subconsultant a contract in the above-stipulated amount pursuant to contract terms and conditions.

Signature

Date

NOTE: Form C is to be completed by ALL Sub-contractors, Sub-consultants, or Goods and Services Providers to be engaged in the contract and signed by both Parties.

ATTACHMENT C

NJSDA FEE PROPOSAL

CONSULTANT SERVICES

LOADED HOURLY STAFF RATES*

Please list appropriate titles:

Job Titles	Loaded Hourly Staff Rate* In \$/Hour
Program Manager	
Senior Relocation Agent	
Staff Relocation Agent	
Administrative/Clerical	
Quality Control	
Other	

* **NOTE:** The Loaded Hourly Staff Rate is the rate at which the Authority shall pay for services rendered as set forth in invoices, and should, therefore, include all costs the Consultant intends to recoup through compensation under the Agreement, including, but not necessarily limited to, the following: employee base salary and vacation, holiday, other leave pay, social security contributions, unemployment taxes, workers' compensation, and any other fringe benefits, payroll burden, mileage, tolls, parking, travel, lodging and per diem, as well as a proportionate amount of company overhead and profit.

In the event that the Authority requires services in addition to those required to be provided by the Consultant as set forth in the Scope of Services attached to the Consultant Services Agreement, the Consultant shall be compensated for such Additional Services based on the Loaded Hourly Staff Rates proposed above.

I am duly authorized to sign this Price Proposal on behalf of the named firm.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT D

MORAL INTEGRITY QUESTIONNAIRE

NEW JERSEY SCHOOL DEVELOPMENT AUTHORITY PROCUREMENT & CONTRACT SERVICES 1 WEST STATE STREET, P.O. BOX 991 TRENTON, N.J. 08625-0991		
CHECK ALL THAT APPLY: <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> VENDOR/SUPPLIER	CHECK ONE: <input type="checkbox"/> INITIAL <input type="checkbox"/> RENEWAL	FEDERAL TAX ID # _____
BUSINESS LEGAL NAME AND ADDRESS: “DOING BUSINESS AS” NAME(S):	TELEPHONE # _____	DUNS # (if known) _____
	FAX # _____	TYPE OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> L.L.C. <input type="checkbox"/> OTHER (SPECIFY) _____
	E-MAIL ADDRESS _____	
	WEB ADDRESS _____	
If the books and accounts of the Applicant Business Concern are not at the above address, disclose the address of the location where the books and accounts are kept: _____	NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION <input type="checkbox"/> SBE REGISTRATION (Attach copy) <input type="checkbox"/> MBE REGISTRATION (Attach copy) <input type="checkbox"/> WBE REGISTRATION (Attach copy)	
<u>CONTACT PERSON</u> Name: _____ Title: _____ _____ Telephone: _____ Fax: _____ E-Mail Address: _____ _____		
NOTE: Accurate, truthful and complete information will help speed the review of your questionnaire and expedite action on your Business Concern’s application to be State Police approved. If there is not enough space on this form to give a complete answer, attach additional sheets of paper. Please be sure that each additional sheet includes the Applicant Business Concern’s name and Federal Tax ID Number to identify the page as yours and that you clearly identify the question you are answering. This application will not be sufficient to merit prequalification if you fail to provide additional information if requested to resolve questions about any of the disclosures made in this questionnaire.		

FOR CORPORATIONS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS ONLY

Name of Registered Agent in New Jersey: _____

Address of Registered Office in New Jersey: _____

If the Applicant Business Concern is a corporation, provide the following:

Date Incorporated: _____ State in which incorporated: _____

NJ Corporate ID: _____

IF NOT A N.J. CORPORATION, SUBMIT A COPY OF THE CERTIFICATE OF AUTHORITY TO PERFORM WORK IN N.J. AS ISSUED BY THE N.J. DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, COMMERCIAL RECORDING.

1. How long has the Applicant Business Concern done business under its present name? _____ years
2. List each other name the Applicant Business Concern has done business under in the past ten (10) years:

D/b/a: _____	Dates Name Used: _____
D/b/a: _____	Dates Name Used: _____
D/b/a: _____	Dates Name Used: _____
3. At any time during the past five (5) years, has the Applicant Business Concern shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other business concern? (If yes, disclose the name of the other business concern and provide a description of the sharing arrangement, including the location of the facilities.) Yes No

DISCLOSURE OF OWNERS AND KEY PERSONS

“Key Person” means any individual employed by the Applicant Business Concern in a supervisory capacity or empowered to make discretionary decisions with respect to bids and/or contracts within the State of New Jersey. “Key Person” also means any person who owns a beneficial interest of **10%** or more in the business concern, and the managing members of limited liability companies and corporate directors and officers (e.g., president, vice presidents, secretary and treasurer).

For purposes of this questionnaire, “supervisory capacity or empowered to make discretionary decisions” means able to bind the Applicant Business Concern to New Jersey bids and/or contracts of \$50,000 or more and/or authorized to sign checks to make payments of \$50,000 or more in connection with New Jersey contracts.

4. Use this table to enter identifying information for each individual who is a “Key Person” of the Applicant Business Concern. **Identify any entity or business concern that owns a beneficial interest of 10% or more as well. For entities or business concerns, disregard birth date and provide federal tax identification number instead of social security number.**

Name (Last, First, Middle)	Address	Birth Date (MM/DD/YYYY)	Social Security Number*	Position	Ownership %

*Disclosure of Social Security Number is voluntary. However, disclosure will help speed review and action on your application to be prequalified.

AT ANY TIME DURING THE PAST TEN (10) YEARS, HAS THE APPLICANT BUSINESS CONCERN:

5. Been indebted to an individual or entity, other than a bank or other commercial lending institution, in the cumulative amount of \$100,000 or more? (If yes, give details, including the name of each party to the transaction, the date and the amount of indebtedness.) Yes No
6. Loaned monies generated by this business concern, in the cumulative amount of \$100,000 or more, to another business concern or individual? (If yes, give details, including the name of each party to the transaction, the date and the amount of the indebtedness.) Yes No
7. Had an injunction, order or lien entered against it in favor of any government agency including, but not limited to, judgments or liens based on taxes assessed or fines and penalties imposed by any government agency? (If yes, give details, including name of the government agency, caption, date, case number or docket number, and disposition. Be sure to note any judgments or liens that have not been fully satisfied.) Yes No
8. Been a party in any civil litigation or administrative proceeding alleging violation of any of the following: antitrust statutes; racketeering statutes; environmental laws; laws banning workplace discrimination; laws governing wages, hours or labor standards; laws governing the conduct of occupations, professions or regulated industries; or any other law indicating a lack of business integrity or honesty? (If yes, give details, including the nature of the claims and defenses, the caption, date, case number or docket number, and name of the court or agency before which the case is pending or before which it was heard and current status.) Yes
 No
9. Paid a fine or otherwise paid to settle any of the allegations listed in Question 8, whether with or without an admission of responsibility? (If yes, give details, including the caption, date, case number or docket number, and name of the court or agency before which the case was brought.) Yes No
10. Been denied any license, permit or other similar authorization required to engage in the business concern's trade(s) or professional discipline(s), or has any such license, permit or similar authorization been suspended or revoked by any agency of federal, state or local government? (If yes, give details, including name of the licensing or permitting agency, caption, date, case number or docket number, and disposition.) Yes No
11. Been suspended, debarred, disqualified, denied a classification rating or prequalification or otherwise been declared not responsible to bid on or to perform work on any public contract or subcontract? (If yes, give details, including name of the contracting agency, caption, date, case number or docket number, and disposition.) Yes No
12. Been required by an agreement or settlement with any governmental agency (including any school board) to refrain from bidding or proposing on any public contract? (If yes, describe the agreement and give the name of the government agency, date, caption and case number or docket number, if any.) Yes No
13. Been required to engage a monitor or independent private sector inspector general (IPSIG) as a condition of being classified or prequalified, or as a condition of any contract award, or as a condition for being permitted to complete a contract? (If yes, describe the agreement and give the name of the government agency, date and the name of the monitor or IPSIG.) Yes No
14. Been indicted or otherwise charged as a defendant, or named as an unindicted co-conspirator, alleged to have committed any crime or offense other than a motor vehicle offense? (If yes, give details, including the conduct alleged, the caption, date, case number or docket number, and name of the court before which the case is pending or before which it was heard.) Yes No

- 15 Been convicted, after trial or by plea, of any crime or offense other than a motor vehicle offense? (If yes, give details, including the crime or offense, the caption, date, case number or docket number, and name of the court before which the case was heard.) Yes No
- 16 Filed with, or submitted to, a government agency, or to any employee or representative thereof, any document which contained a false statement or false information? Filing or submission could be by any means, including telefax, e-mail, and any other form of electronic communication. (If yes, explain. Your explanation should include a description of the document(s), the date and the name of the government agency.) Yes No
- 17 Paid anyone other than its own key persons or its own employees commissions or finders fees to obtain contracts or work? (If yes, give details, including a description of the transaction, the name of each party to the transaction, the date and the amount of the commission or finders fee paid.) Yes No
- 18 Given, or offered to give, money, gifts or anything of value, or any other benefit, to a labor official, public official, public employee or public servant with whom the Applicant Business Concern, or any affiliated entity disclosed in this questionnaire, conducted business? (If yes, give details, including the date(s), location(s), a description of the benefit(s) and the name(s) of the individual(s) to whom the benefits were given or offered.) Yes No
- 19 Agreed with another business concern or representative thereof to submit identical or complementary bids, prices or proposals or to otherwise not bid competitively or to withdraw or abstain from bidding or proposing? (If yes, give details, including the date(s), location(s), description(s) of the contract(s) that were the subject of the bid(s), who put the contract(s) out to bid and the name(s) of the other individual(s) with whom the Applicant Business Concern or any affiliated entity disclosed in this questionnaire agreed.) Yes No

REQUIRED SUBMITTALS CHECKLIST

- Any additional attachments necessary to support disclosures made in answer to any questions above.**
- Notarized affidavit (see page 4 attached) of the individual submitting this OGI Questionnaire on behalf of the Applicant Business Concern.**

AFFIDAVIT

State of _____ :
SS

County of _____ :

I, _____, hereby represent and state as follows:
(full name)

That I am _____ of _____, that I am duly authorized to
(title) (business concern name and Federal Tax ID Number)

submit this Questionnaire (“Questionnaire”) on behalf of the Applicant Business Concern, and that I have read and understood the nineteen (19) questions asked in the previous three (3) pages..

I represent and state that the information given in response to each question is full, complete and truthful. Further, I represent and state that truthfully answering this Questionnaire is an event entirely within my control.

I recognize that all the information submitted is for the express purpose of inducing the State of New Jersey to award a contract and/or allow the Applicant Business Concern to participate in school facilities projects financed through the Educational Facilities Construction and Financing Act as a prime contractor or subcontractor. I understand and agree that the Questionnaire and any attachments filed with the State of New Jersey shall become the property of the State.

I acknowledge that the State of New Jersey may, by means it deems appropriate, determine the accuracy, truth and completeness of the statements made in this Questionnaire and any attachments submitted with it and the statements made in any application or request for classification or prequalification made to the Department of Treasury, Division of Property Management and Construction and the attachments thereto. Therefore, I authorize the State of New Jersey to contact any entity or person named in this Questionnaire for purposes of determining the accuracy, truth and completeness of the information supplied by me on behalf of the Applicant Business Concern. If required, a photocopy of this affidavit shall be considered as effective and valid as the original as evidence of the permission given by the Applicant Business Concern for others to release information to the State for purposes of verifying the accuracy, truth and completeness of the information supplied by me.

I represent that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. Further, I am aware that a false statement or omission made in connection with this application may subject me to civil and criminal penalties available at law and is sufficient cause for denial of the application, revocation of a prior approval or termination for cause of any school facilities project contract that may be awarded to the Applicant Business Concern.

Sworn and subscribed to before me

on this _____ day of _____ 20__

SIGNATURE:

(Notary Public: Not an officer of the firm)

SIGNATURE

Name: _____

(PRINT OR TYPE)

SSN: _____
(or Alien Registration Number or Date of Birth)

Affix Corporate Seal if Applicable