



# **REQUEST FOR QUOTATION "RFQ"**

**FOR**

**Blue Acres Title Services  
South River and Sayreville, New Jersey**

**Issued by the  
The State of New Jersey  
Department of the Treasury  
Division of Purchase and Property**

**Date Issued: October 3, 2013**

**Questions Due by 2:00 p.m. Eastern Daylight Time on Monday, October 7, 2013**

**Responses Due by 1:00 p.m. Eastern Daylight Time on Thursday, October 10, 2013**



# State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

October 8, 2013

To: All Interested Bidders

## Re: Blue Acres Title Services – South River and Sayreville NJ

Quotation Submission Due Date: October 10, 2013 (1:00 p.m. Eastern Standard Time)

### MODIFICATION #1

#### Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFQ page number(s) and section where applicable.

#	Question	Answer
1	Will contracted Title Companies be responsible for Escrow Settlement Services or Just for Title Commitment and Insurance Services?	Title companies will only be responsible for title commitment and insurance services.
2	Will e-recording of documents be acceptable?	Not all counties currently have the capability to accept e-recording, so submission of original deeds and affidavits will often be required for recording. However, the State records these at their own expense, therefore the title company will not need to provide recording services.
3	Are resumes for Management and Supervisors needed only or do you need it for the Management, Supervisors, all staff working on the transactions?	Bidders are required to submit resumes Management and Supervisors only.
4	Are audited financials acceptable to cover the Financial Capability portion of the Bid? If it is, can it be kept confidential and how do we go about doing that? Also, the document is 14 pages and the total bid allowed is 20 pages? If it is acceptable, I am not sure we can follow that guideline with resumes, corporate charts, and schedule of fees.	The State will accept an audited Financial statement. The Financial Statement does not count towards the 20 pages allowed for your technical proposal.

#	Question	Answer
5	I know we have to keep The Bid to 20 pages or under. Being that Financials and a Title Report are requested, those documents can be semi-voluminous and cannot be condensed. What do we do in this case? Do those documents count towards the bid or are they considered just for reference?	The 20 page limit is only restricted to your technical proposal. All forms, resumes, financial statement do not count toward those 20 pages.
6	Do we need to send full resumes or can we send Corporate Bios for the Managers of this company. Our Management has served as such for EAM for over 10 years. All projects comparable to this contract have been facilitated by these same managers. I was thinking that I could submit their Corporate Bios for this company in addition to the projects and all the details and each Managers Role for said projects. Is this acceptable?	Corporate Bios are acceptable submissions.
7	Do I need a resume for our Subcontractor that will be responsible for providing all examinations and searches for EAM?	No. Resumes for subcontractors do not need to be submitted.
8	Do you require proof of our Agency Agreements?	No. Proof of Agency Agreements is not required.
9	The rates requested for search work in Attachment A are calculated either per name or property address, rather than per hour. I have adjusted the chart accordingly. Please advise if my adjustments are acceptable.	Yes, such adjustments are acceptable.
10	How many references do you need us to supply?	Bidders should supply three (3) references.
11	How much detail do you want in regards to our staff's experience? Do you require this information on our staff that is not producing title?	Describe years of experience in producing title services. It is not necessary to provide information on staff who aren't involved in title services.
12	For the forms we need to complete, what is our Solicitation Number and would Fortune Title Agency, Inc. be the appropriate response for Bidder/Offeror?	For purposes of this RFQ there is no solicitation number. Those fields may be left blank.
13	The insurance requirements mention our General Liability, Auto, and Worker's Compensation. I do not believe the Auto applies to us, please confirm. Also, do you need our E&O Policy as well?	Contractors must provide general liability, Auto and Worker's Compensation as per Section 2.3 of the Waivered Terms and Conditions. No exceptions.
14	The instructions state our proposal cannot exceed 20 pages. Does that include all attachments, such as insurance policies, financial records, etc..?	Please see response to Question #5.

#	Question	Answer
15	There is that Schedule A addendum that states hourly charges. We don't charge hourly charges for any searches. We charge the searches according to the rate manual. Do we use that page to reference any pass through charges that are a set price?	No, it is not necessary to itemize pass-through charges that are a set-price.

### Clarification to the RFQ

Section 3.2 of the RFQ requires firms to supply the hourly rate charged for title search work as well as any other fees to be charged that are not set in the New Jersey Land Title Insurance Rating Bureau Manual of Rates and Charges (Manual); however Attachment A does not allow space to include fees other than those in listed in section 5.3.1 of the Manual, and it erroneously lists these pass-through charges as hourly rates rather than per-unit costs. Further, Section 3.2 does not reference all areas of the Manual which provide for additional variable charges. In addition to costs described in 5.3.1 of the Manual, sections 3.1.5 (b) and 7.6 of the Manual reference other special circumstances or charges which are beyond the set rates.

Bidders whose title services will include costs outside of the rates and per-unit costs itemized in the Manual should list any and all such costs in their price list submission. Please also note that the link for the Manual provided in the RFQ is not for the current Manual updated September 1, 2013. The correct link is:

<http://image.exct.net/lib/fef91775716d05/m/1/Rate+Manual+09-01-2013.pdf>

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

The intent of this RFQ is to award contracts to eligible licensed title producers to provide title reports and title insurance for the South River and Sayreville (Middlesex County) eligible properties. Award(s) will be made to up to 10 firm(s) that are responsible and qualified bidder(s) and whose quotes, conforming to this RFQ, are most advantageous to the State, price and other factors considered.

The State of NJ Waivered Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise. **Any proposal that contains terms that conflict with material terms of the RFQ or the Waivered Terms and Conditions shall be deemed non-responsive.**

### **1.2 BACKGROUND**

The NJ Department of Environmental Protection's Green Acres Program ("Green Acres") is in the process of offering buyouts to residents of South River (76) and Sayreville (67-72) whose homes were flooded by Superstorm Sandy, a project known as the Blue Acres Superstorm Sandy Buyouts, whereby Green Acres will acquire these properties for floodplain protection, in accordance with the Governor's mandate. As part of the implementation of these buyouts, Green Acres requires that various technical reports be prepared to support the acquisition process.

**NOTE: Any State or Federal suspension, debarment, or disqualification action against a Contractor, key members of the contractor's team and any subcontractor to be utilized by contractor will render them ineligible to participate in this program.**

### **1.3 KEY EVENTS**

#### **1.3.1 QUESTION AND ANSWER PERIOD**

Questions concerning this RFQ, may be submitted, in writing via e-mail, to Jackie Kemery, Procurement Supervisor, at [jackie.kemery@treas.state.nj.us](mailto:jackie.kemery@treas.state.nj.us) and **must be received at or before 2:00 PM (Eastern Standard Time), on Monday, October 7, 2013.** Phone calls / faxes shall not be accepted.

Questions regarding the State of New Jersey Waivered Terms and Conditions and exceptions to mandatory requirements shall be posed during the Question and Answer period and should also contain vendor suggested changes.

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm's proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the quotations, oral interviews or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all quotes received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a quotation. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit quotations.

### **1.3.2 SUBMISSION OF PROPOSAL**

An original and five (6) copies of the quote (1 original, 5 copies, and 1 unbound copy) must be submitted marked "**RFQ for Blue Acres Title Services**"

Attn: Jackie Kemery  
Procurement Bureau - 9th Floor  
Division of Purchase and Property  
Department of the Treasury,  
33 West State Street, P.O. Box 230  
Trenton, NJ 08625-0230

**Quotations must be received by 1:00 p.m. Eastern Daylight Time on Thursday, October 10, 2013. All respondents must limit their proposals to 20 pages or less at no smaller than 12 point type.**

As part of your submission, the bidder shall complete and submit all documents listed below in **ADDITIONAL INFORMATION.**

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 BIDDER RESPONSIBILITY**

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

#### **1.4.2 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFQ.

#### **1.4.3 CONTENTS OF QUOTATION**

All information submitted by bidders in response to this RFQ is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

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

**Contract** – This RFQ, any addendum to this RFQ, and the bidder's proposal submitted in response to this RFQ, as accepted by the State.

**Contractor** – Any bidder awarded a contract resulting from this RFQ.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statute, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A committee established by the Director to review and evaluate quotations submitted in response to this RFQ and to recommend a contract award to the Director.

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

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

**Modification** - Written clarification or revision to this RFQ issued by the Division of Purchase and Property.

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

**Request for Quotation (RFQ)** – This document which establishes the bidding and contract requirements and solicits quotations to meet the purchase needs of the using Agencies as identified herein.

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

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

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.



**State Contract Manager** – The individual responsible for the approval of all deliverables within NJ DEP Green Acres i.e., tasks, sub-tasks or other work elements in the Scope of Work-

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

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

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

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

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFQ and will enter into a contract.

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**Blue Acres Program** – a program administered by Green Acres that specifically acquires flood-prone properties.

**Green Acres Program** – a program within NJ's Department of Environmental Protection whose mission is to achieve, in partnership with others, a system of interconnected open spaces, whose protection will preserve and enhance New Jersey's natural environment and its historic, scenic, and recreational resources for public use and enjoyment.

**Title Commitment** - A **title commitment** is a commitment to issue a title insurance policy after payment of a premium, which occurs at closing. The commitment includes any necessary searches, reports, and adjustments, required to provide such policy.

**Title Preparer** – the contractor's personnel performing title work.

**Title Reports** – the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), tax rate, encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due. A title report made when the report is ordered is called a "preliminary report," or a "prelim," and at time of recording an up-to-date report is issued which is the final title report.

**Title Insurance** –Title insurance protects the owner and mortgage lender against ownership disputes relating to the property.

## **3.0 SCOPE OF RFQ SERVICES**

### **3.1 TITLE COMMITMENT GUIDELINES**

When a property or group of properties located in South River and Sayreville has been identified for potential acquisition by the Green Acres program, the program will order Title Commitments on those properties from a pre-qualified contractor on the list that has been developed as a result of this RFQ. The contractor will be provided with tax maps showing the properties in question as well as a Title Review Summary Sheet to be completed for each of the individual properties searched. The contractor shall produce a title commitment, which shall include a Title Report, subsequent adjustments to the Report, and a Title Insurance Policy issued after the property has closed.

Title Reports must include at a minimum a description with blocks and lots, tax and assessment searches, tax liens, judgments, upper court searches, deeds, mortgages, easements, right-of-ways, etc., and the title of record deed. All instruments must be full copies. Title Reports must also include a copy of relevant Filed Map(s) and tax map sheet with each report. These can be reduced in size but must be legible, which may require enlargements of pertinent sections of these maps.

A Title Review Sheet must be completed and submitted for each property along with its Title Report, as soon as possible but, no later than 15 business days from initial assignment by Green Acres, unless a written extension is sought and granted by Green Acres before the initial deadline.

### **3.2 BIDDER QUALIFICATIONS**

- Firm must have a New Jersey licensed title insurance producer(s) on its staff. **Copies of license(s) are to be submitted with this quote.**
- Firm must use title insurance underwriter(s) which is/are authorized to write title in State of NJ (included on DOBI list: <http://www.state.nj.us/dobi/titlecos.pdf>)
- Firm must adhere to rates promulgated by the New Jersey Land Title Insurance Rating Bureau in its Manual of Rates and Charges.
- Firm must indicate on Attachment A hourly rate to be charged for title search work and fees charged for all pass through fees not set in the New Jersey Land Title Insurance Rating Bureau Manual of Rates and Charges <http://www.stewart.com/microsites/105/docs/RateManual06-15-2011.pdf>  
(see section 5.3.1 of Manual)

### **3.3 ENGAGEMENT PROCESS**

Work will be issued on a rotational basis as follows:

Contractors will be ranked according to their technical evaluation score. DEP will offer the first group of up to 10 properties to the first-ranked contractor; the next group of up to 10 properties to the second contractor, and so on. Contractors must notify DEP within three (3) calendar days to accept or reject a work from the initial assignment. If for any reason a contractor is not able to take on the properties due to timing/resource issues DEP will move to the next Contractor on the list.

## **4.0 REQUIRED COMPONENTS OF THE RFQ PROPOSAL**

Proposals in response to this RFQ must respond to each of the following requests in the order indicated. Proposal shall not exceed twenty (20) pages, plus appendices and cover letter.

### **4.1 TECHNICAL QUOTE**

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The bidder must submit a generic Title

Report sample that is prepared for Title Commitments. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

#### **4.2 POTENTIAL PROBLEMS**

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

#### **4.3 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFQ. This section of the bid proposal must minimally contain the information identified below.

##### **4.3.1 LOCATION**

The bidder should include the address of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### **4.3.2 ORGANIZATION CHARTS**

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

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

#### **4.6 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

If applicable the bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

#### **4.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

#### **4.8 FINANCIAL CAPABILITY OF THE BIDDER**

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

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within two (2) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

### **5.0 CONTRACT TERM - SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

The contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the contractor's bid, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of NJ Waivered Terms and Conditions accompanying this RFQ.

In the event of a conflict between the provisions of this RFQ, including the Special Contractual Terms and Conditions and the State of NJ Waivered Terms and Conditions, and any addendum to this RFQ, the addendum shall govern.

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, and the bidder's quotation, the RFQ and/or the addendum shall govern

## **5.2 NEWS RELEASES**

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

## **5.3 ADVERTISING**

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

## **5.4 LICENSES AND PERMITS**

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

## **5.5 CLAIMS AND REMEDIES**

### **5.6.1 CLAIMS**

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

### **5.6.2 REMEDIES**

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

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

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

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

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the State Contract Manager, DEP, and the Director.

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

The Contractor's written Quote must provide a detailed description of the work in a manner consistent with the contract. The written price schedule must be based upon the rates or other cost elements submitted by the Contractor in the Contractor's original quote submitted in response to this RFQ. Whenever possible, the price schedule shall be a firm, fixed price to perform the required work. The firm fixed price shall specifically reference and be tied directly to costs submitted by the Contractor in its original quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Quote, the State Contract Manager shall forward same to the DEP and Director for written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to DEP must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget.

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

#### **5.7 AUDIT OF RECORDS**

Contractor shall grant to the Office of the New Jersey State Auditor, State of New Jersey Office of the State Comptroller, the Federal Government, and any other duly authorized agencies of the Federal Government or the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFQ for a period of five (5) years after final grant close-out by FEMA or as required by applicable State and Federal law. Records, including direct read access to supporting systems and data, shall be made available during normal working hours for this purpose.

In the event that FEMA or any other Federal agency, or the State, issues findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days thereafter, issue a remittance to the State of any payments declared to be ineligible or non-allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

#### **5.8 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder as required by applicable Federal and/or State regulations.

#### **5.9 CONFIDENTIALITY OF STATE DATA AND INFORMATION**

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract, shall be protected by the Contractor from

unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

#### **5.10 WAIVER OF ADMINISTRATIVE INFORMALITIES**

The State reserves the right, at its sole discretion, to waive administrative informalities and irregularities contained in any quote if deemed in the best interest of the State to do so.

#### **5.11 PROGRAM EFFICIENCY ASSESSMENT**

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

### **6.0 COST QUOTE**

The price schedule is attached (Attachment A) to this RFQ. Failure to submit all requested pricing information may result in the bidder's proposal being considered non-responsive.

The all-inclusive hourly rates shall be inclusive of all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

The contractor shall not start work on any task until advised in writing to do so by the State contract manager.

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

Following the opening of bid quotations, the State shall negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFQ requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFQ requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

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

## **8.0 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 2.3 of the State of NJ Waivered Terms and Conditions accompanying this RFP.

## **9.0 SELECTION PROCESS**

All quotes will be reviewed to determine responsiveness. Non-responsive quotes will be rejected without evaluation. Responsive quotes will be evaluated by an Evaluation Committee. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate quotes received in response to this RFQ.

- The firm's detailed approach and plans to perform the services required by the Scope of Services contained in this RFQ.
- The firm's documented experience in successfully completing contracts of a similar size and scope to those required by this RFQ.
- The qualifications (as outlined in Section 3.2) and experience of the firm's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFQ, as well as hourly rates proposed .
- The overall ability of the firm to mobilize, undertake and successfully complete the required services. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the firm to perform the services required by this RFQ; the availability and commitment to the Agreement of the firm's management, supervisory and other staff proposed; the firm's contract management plan, including the firm's contract organizational chart.
- The quality of the firm's sample work, as requested in section 4.1.

Bidders will be ranked according to the factors above and up to ten of the highest ranked bidders will be awarded.

## **10.0 ADDITIONAL INFORMATION**

The documents listed below must be completed and submitted with the bid quotation. Purchase Bureau forms can be downloaded from the Department of Treasury website:  
<http://www.state.nj.us/treasury/purchase/forms.shtml>



- Standard RFQ Forms (Ownership Disclosure, Disclosure of Investigations and Actions Involving Bidder, Disclosure of Investment Activities in Iran) – **(All three forms must have a physical signature)**
- Waivered Terms and Conditions for Services Contracts  
<http://www.state.nj.us/treasury/purchase/forms/wterms.pdf> **(Must be signed and dated)**
- MacBride Principles
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. – **If submitting a form you MUST also submit a check payable to the Treasurer State of NJ in the amount of \$150.00.**
- Source Disclosure Certification Form
- Vendor Certification under Public Law 2005, Chapter 51 (If applicable please provide a list of all officers of the company)
- Set Off for State Tax
- Insurance Certificate (as per Section 8.0)
- Financial Capability (as per Section 4.9)

NOTE: A copy of a valid New Jersey Business Registration must be submitted. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

## Attachment A – Price Schedule

**Blue Acres Title Services  
South River and Sayreville, New Jersey**

Bidder's Name: \_\_\_\_\_

FID #: \_\_\_\_\_

<b>Line #</b>	<b>Description</b>	<b>Rates</b>
1	Charge for examination involving a single chain of title	\$100.00 (fixed price) Do not provide a price.
2	Upper court Searches	\$_____ per hour
3	Tax Searches	\$_____ per hour
4	Municipal Assessment Searches	\$_____ per hour
5	Chancery Abstracts	\$_____ per hour
6	Water Charge Searches	\$_____ per hour
7	Corporate Reports	\$_____ per hour
8	Uniform Commercial Code Searches	\$_____ per hour
9	Public Utility or Sewer Authority Reports	\$_____ per hour