



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
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State Treasurer
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August 2, 2013

To: All Interested Bidders

Re: Request for Quotation – Blue Acres Appraisals for South River and Sayreville, NJ

Proposal Submission Due Date: **August 5, 2013** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation.

It is the sole responsibility of the bidder to be knowledgeable of all of the additions, deletions, clarifications and modifications to the RFP and/or the New Jersey Standard Terms and Conditions relative to this RFP as set forth in all addenda.

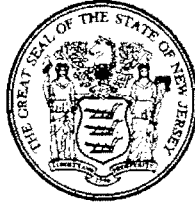
All other instructions, terms and conditions of the RFP shall remain the same.

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 RFP page number(s) and section where applicable.

#	Question	Answer
1	When will the contracts be awarded after you receive the proposals? What is the timeframe of this project?	The State expects to award approximately a week from the date quotes are received. Please refer to question 6 for the answer to the second part of the question.
2	The proposal is to be under 20 pages. However, the required forms will bring the report to over 20 pages. Are these forms in addition to the proposal pages?	The forms do not count toward the number pages of your technical proposal.
3	I assume the schedule will be based on the Blue Acres guidelines for this phase of the project. Can I haste state "As per "Scope of Work"?"	Yes you may state "as per the scope of work".
4	Are Financial Statements really required?	Financial Statements are not required to be submitted as part of your proposal. The State will request financial statements if needed.
5	Can we submit a fee proposal for less than nine Sectors?	As per Section 6.0 "Cost Proposal" – Bidder may bid on one (1) or more of

#	Question	Answer
		the nine (9) Sectors. Bidders do not need to bid all nine (9) Sectors.
6	Is the turnaround time 14 days for all 85 properties?	No. The turnaround time for all properties is 21 days.
7	Waivered Terms and Conditions require \$5,000,000 of Errors & Omissions Insurance. Can you confirm that this amount is accurate or is the form generic and applies to other servicers, but not appraisers?	This is a generic amount. For purposes of this RFQ bidders must have \$1,000,000 dollars of Errors and Omission Insurance in addition to the other insurance requirements.



REQUEST FOR QUALIFICATIONS

FOR

Green Acres Appraisal Services

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

Date Issued: July 30, 2013

Questions Due by 4:00 p.m. Eastern Daylight Time on Thursday, August 1, 2013

Responses Due by 4:00 p.m. Eastern Daylight Time on Monday, August 5, 2013

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Environmental Protection's Green Acres Program (Green Acres). The purpose of this RFQ is to solicit quotations for appraisals of properties impacted by Superstorm Sandy for potential acquisition by the State of New Jersey. The appraisals are required by the Green Acres Program as well as the Federal Emergency Management Agency (FEMA).

The intent of this RFQ is to award a contract against a "gap waiver of advertising" for 85 properties in South River and Sayreville, NJ until such time an advertise Request for Proposal can be issued and awarded for the balance of properties as part of the Blue Acres Program impacted by Superstorm Sandy. An award will be made to the firm(s) that is responsible and qualified bidder and whose proposal, conforming to this RFQ, is 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 terms in a quotation that conflict with material terms of the RFQ or the Waivered Terms and Conditions will be null and void.**

1.2 BACKGROUND

The NJ Department of Environmental Protection's Green Acres Program ("Green Acres") is in the process of offering buyouts to residents in South River and Sayreville whose homes were flooded by Superstorm Sandy. For this project area, eighty-five (85) properties have been identified as potential properties to be acquired by Green Acres. As part of the implementation of these buyouts, Green Acres requires that various technical reports be prepared to support the acquisition process. This RFQ is for appraisals.

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 and **must be received at or before 4:00 PM (Eastern Standard Time), on Thursday, August 1, 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.

Vendors who submits any terms that conflict with the RFQ terms, the Waivered Terms and Conditions and the mandatory requirements will be null and void.

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 quotation.

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 quotations 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 quotations in response to this RFQ. In the event that all quotations are rejected, the State reserves the right to re-solicit quotations.

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1.3.2 SUBMISSION OF QUOTATION

An original and five (5) copies of the proposal (1 original, 4 copies, 1 unbound copy) must be submitted marked "**Proposal to Evaluate the Blue Acres Appraisals for South River, NJ**"

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

Proposals must be received by 4:00 p.m. Eastern Daylight Time on Monday, August 5, 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.**

Subsequent to contract award, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the waiver is approved by the Treasurer's office.

Any proprietary and/or confidential information in your quotations 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.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a quotation in response to this RFQ. No special consideration will be given after quotations 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 quotation in response to this RFQ.

1.4.3 CONTENTS OF QUOTATION

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

Any proprietary and/or confidential information in your quotation 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 quotation 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 quotation as proprietary, confidential and/or to claim copyright protection for its entire quotation.** 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 quotation in response to this RFQ.

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

Contractor – The 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.

GPAP (General Purpose Appraisal Report) – the format required for all Blue Acres appraisals.

3.0 SCOPE OF WORK

NJ DEP GREEN ACRES PROGRAM SCOPE OF WORK FOR BLUE ACRES APPRAISAL SERVICES

The Scope of Work for this RFQ consists of three sections. Section I describes general Appraisal Guidelines required by Green Acres for Blue Acres appraisals. Section II includes nine attachments which are Detail Sheets, Sector Maps, and Tax Maps for the 85 properties to be appraised, organized into nine groups ("Sectors"). The Detail Sheets provide more specific instructions for these particular properties. The Sector Maps show the properties' locations per sector, and the Tax Maps are for each individual property. Section III describes the appraiser qualifications as required by Green Acres.

3.1 SECTION I:

A. Introduction:

- a. In order to accomplish and fulfill the goals of the Green Acres Program, all appraisals prepared for the Blue Acres Program are required to be prepared in accordance with the Appraisal Guidelines that follow. Any omission of required documentation will result in the rejection and return of the report to the appraiser for revision and/or correction.

B. Notification of Parties:

- a. It shall be the appraiser's responsibility to notify the property owner or other designated representatives that an appraisal for the State of New Jersey Green Acres Program is to be prepared. Due to time constraints, a phone call to the property owner to set up the site inspection is acceptable. However, a certified letter on company letterhead is to be sent to the property owner confirming the notification and subsequent inspection. Copies of said notice must be included in the body of the appraisal. If the appraiser is unable to contact the owner, he/she must notify the project manager prior to making the site inspection.
 - i. The complete inspection (both interior and exterior) must be completed by an individual appraiser on the Green Acres list of approved appraisers.

C. Format

- a. Cover Page
 - i. Whenever possible, include the following information on the cover page:
 1. Color Photograph of the subject property;
 2. Green Acres Owner or Offer Number (The Owner number is generally found on Notice of Engagement);
 3. Name of Property Owner (or Owners);

4. Identification of Property by Street Address, Municipality, County, State, Zip Code and Tax Block and Lot;
5. Total Square Feet of the Subject Improvements;
6. Effective Date of Valuation (which may vary if federal funding is to be applied to acquisition);
7. Report Date; and
8. Identification of the Appraiser (Name, Address, Phone, Fax, and Email).

b. Table of Contents

- i. While this is not required, if included reference required sections to specifically identified pages, each consecutively numbered. All pages of the report should be sequentially numbered if the software package allows.

c. Form Type:

- i. Each appraisal report must be on a general purpose form. The specific forms for each appraisal package is as follows:
 1. ACI: GP (General Purpose);
 2. WinTotal: GPAR (General Purpose Appraisal Report); and
 3. ClickForms: NL-Residential.
- ii. If the appraiser determines that another form would be more suitable for the assignment, they must first seek written approval from the appraisal section of the Green Acres Program.

D. Letter of Transmittal

- a. While this is not required, if included the letter shall include the report date, date of value, and the market value estimate.

E. State of Assumptions and Limiting Conditions

- a. There cannot be any limitation to the appraiser's liability other than what is provided for by law. For example, the liability cannot be limited to the amount of the professional fee.

F. Scope of Work

- a. Scope of Work description shall be included;
- b. Intended Use;
- c. List "Green Acres and any other funding partner" as an Intended User as well as any other Intended Users (i.e. the municipality in a local acquisition);
- d. List Client; and
- e. Hypothetical Conditions and Extraordinary Assumptions

i. General Comment

1. Hypothetical Conditions and Extraordinary Assumptions are not permitted without specific written instructions from the Green Acres Program Appraisal Section.

Certain FEMA grant programs may allow for valuation alternatives that are beyond the traditional Green Acres valuation purview. These instances should be clearly defined as part of the scope of work instructions and agreed to in writing in advance to avoid lengthy procedural debates and numerous revision requests.

ii. Effective Date

1. The effective date of the appraisal, which is generally the pre-event or pre-storm date, shall be agreed to in advance in writing only by the Green Acres Program.

2. Current market value may be used if ownership of the property changed since the last flood or storm event.

iii. Condition

1. The property's condition should be as it was as of the Effective Date.
2. The appraiser should use their best efforts to ascertain the condition on the effective date including, but not limited to, the following:
 - a. interviewing the owner or occupant;
 - b. securing any photographs taken on or before the Effective Date. Should photographs be available, they should be included in the appraisal report.
 - c. the municipal tax assessor's property record card;
 - d. documentation from the municipal construction/building department; and
 - e. other sources, including online sites/pictures (such as historic aerials).

G. Definition of Market Value

- a. Unless otherwise agreed to by the Appraisal Section, the definition of Market Value is as follows:
 - i. Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 1. buyer and seller are typically motivated;
 2. both parties are well informed or well advised and acting in what they consider their own best interests;
 3. a reasonable time is allowed for exposure in the open market;
 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

H. Inspection Date

- a. Statement regarding invitation made to property owner to accompany the appraiser on the site inspection.
- b. Listing of the people who accompanied the appraiser on the site inspection.
- c. An interior inspection is required. If one is not possible, please contact the Client (Green Acres or the local municipality as appropriate) for assistance.
 - i. If the structure(s) is uninhabitable or unsafe, please note that in the report as the reason that the subject interior was not inspected.

I. Sales Comparison Approach

- a. The appraisal report shall contain a direct comparison of pertinent comparable sales to the property being appraised and a statement setting forth the analysis and reasoning supporting each item of adjustment.
- b. At least FIVE comparable sales, if applicable, shall be recited in the report
 - i. In some cases, it may prove difficult to find five comparable sales in the immediate neighborhood of the subject. Therefore, the appraiser is encouraged to go outside the municipality where the subject is located if five

comparable sales are not available, especially to those areas that experience similar flooding challenges.

- ii. If five comparable sales are not available, an explanation as to why must be provided. Further, the appraiser must state the sources used to identify comparable sales and the criteria of the search.
- c. Pertinent comparable sales data shall include flood zone, basic information about the home, and information source(s). All comparable sales shall be personally inspected in the field by the appraiser.
- d. Market Adjustments: Please provide market data to substantiate any change in market conditions.
- e. Reconciliation: The appraiser must discuss in some detail the selected weighting of the adjusted comparable sales and provide for reasoning behind the same.

J. Income Approach

- a. Where the Income Approach is used, the appraisal report shall be documented to support the income, operating expenses, interest rate, remaining economic life and capitalization rate.
- b. Economic rent will be supported by comparable leases, including an adjustment grid to establish market rent.
- c. Comparable lease location map and photographs must be included
- d. When it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
- e. When estimating the value of a leased fee estate or a leasehold estate, consider and analyze the effect on value, if any, of the terms and conditions of the lease.
- f. Data sources for the operating expenses, interest rate, remaining economic life, capitalization rate, and other data should be cited in the report.

K. Cost Approach

- a. Given the nature of the residential properties and the general lack of comparable land sales, generally the Cost Approach will not be developed. The development of the Cost Approach is at the appraiser's discretion.

L. Reconciliation

- a. Where two or more of the approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach as well as a reasonable explanation for the final conclusion of value.

M. Photographs

- a. All appraisals shall include identified color photographs of the subject property including all principal above ground structures with exterior and interior photographs or unusual features affecting the value of the property.
- b. Further, the appraiser will make an effort to secure photographs from the owner or other sources of the property 'pre-event' to document the subject's condition as of the effective date.
- c. Color photographs, taken at street level whenever possible, of all of the comparable sales and leases analyzed are required.

N. Addenda: The appraisal report shall include:

- a. Maps: Appraisal reports shall contain the following maps:
 - i. Location Map – should show location of subject in relation to general area.
 - ii. Comparability Map – indicates subject property and location of comparable sales and leases.
 - iii. Tax Map and Survey (as available)

- iv. Flood Map
- v. Zoning Map
- vi. Wetlands, topographical, and soils maps shall be included as appropriate.
- b. Photographs
 - i. Identified color photographs and the date the photograph was taken must be included for the subject and all comparable sales or leases.
 - 1. For comparable sales or leases, MLS photos may be used in addition to the inspection photographs to demonstrate the condition of the comparable property at the time of sale. However, inspection photographs must also be provided.
- c. Other Addenda
 - i. Certified Letter to property owner(s) inviting them to the inspection of the property.
 - ii. Deed, if sold within the last five years
 - iii. Plot plan and other pertinent exhibits
 - iv. Survey, as available
 - v. Floor plan, as completed or verified by the appraiser
 - vi. Pertinent section(s) of the subject zoning ordinance
 - vii. Complete copy of the Letter of Engagement, Contract, Purchase Order, and any other written instructions.
 - 1. At the appraiser's discretion, the Letter of Engagement and any other written instructions may be provided as a separate document, which is separate and apart from the appraisal report.

O. Work Product Submission

- a. The appraiser shall provide FOUR hard copies and ONE media/electronic copy (in PDF format) of the appraisal report for state acquisitions. For local assignments (or those through a non-profit), only TWO hard copies and ONE media/electronic copy (in PDF format) of the appraisal report are required.

P. Special Projects/Additional Work

Should additional work, special projects, hearings, meetings or other activities be required which are beyond the scope of the appraisal assignment, the appraiser will supply a written cost estimate and schedule to the project manager. The appraiser should receive written authorization to proceed from the project manager before commencing such projects.

3.2 SECTION II

The eighty properties to be appraised are located in South River and Sayreville, Middlesex County, New Jersey. They are grouped into nine sectors as follows:

- Sector 1-A (Sayreville) – 9 properties
- Sector 2-A (South River) – 9 properties
- Sector 2-B (South River) – 10 properties
- Sector 2-C (South River) – 10 properties
- Sector 2-D (South River) – 10 properties
- Sector 2-E (South River) – 10 properties
- Sector 2-F (South River) – 8 properties
- Sector 2-G (South River) – 9 properties
- Sector 2-H (South River) – 10 properties

The Detail Sheets, tax maps, and overall location map for all nine sectors and corresponding 80 properties are provided as attachments to this RFQ.

For this RFQ, provide one quotation for each Sector. Appraise for full fee taking. The appraisal shall be GPAR format. The appraisal shall consider the pre-storm condition of the structure (prior to October 28, 2012). Note both the current condition of the property and identify any obvious repairs made since the storm. The landowner has been advised to provide any relevant repair data to the appraiser. Any specific exclusion must be highlighted.

The assignment is based on a 14-day completion schedule. Please factor in this turnaround time when submitting quotations. The due date for deliverables shall be enforced for all 80 properties, which is 14 days from the date of Notification of Engagement. Green Acres shall enforce a \$100-per-day penalty for each day beyond the due date that the appraisal is not received.

3.3 SECTION III:

The assigned appraisers must be current, New Jersey State-Certified Licensed General Real Estate Appraisers. They must have a minimum two years' experience as a Certified General Real Estate Appraiser.

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 PROPOSAL

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 set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the bid proposal should minimally contain the information identified below.

4.2 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.3 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

The bidder should provide a staffing plan listing those persons to be assigned to the contract if your firm is selected. This portion of the proposal must include relevant resume information for all persons to be assigned to the contract. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the firm.

4.4. CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFQ, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.5 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.

4.6 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 RFP. This section of the bid proposal must minimally contain the information identified below.

4.6.1 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.

4.6.2 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.

4.7 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 RFP. 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 RFP.
- 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.

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.

4.8 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 RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. 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 RFP. 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.

4.9 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 seven (7) 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.

4.10 ADDITIONAL INFORMATION

All documents listed in **9.0 ADDITIONAL INFORMATION** *must* be completed and submitted with the bid proposal.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the contractor's quotation, 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 Standard 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 Standard 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

5.5.1 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.

5.5.2 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.

5.5.3 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 LATE DELIVERY

The appraisal assignments for all properties will be based on a 21-day completion schedule. Green Acres shall enforce a penalty of \$41.08 per hour PER PROPERTY until the appraisals for said property is completed.

5.7 ORAL PRESENTATION

While the State does not anticipate requiring oral presentations, it reserves the right to do so, in person or by telephone. Proposals should be complete on their face. The State reserves the right to request clarifying information subsequent to submission of the bid proposals.

5.8 AUDIT OF RECORDS

Contractor shall grant to the Office of the New Jersey State Auditor, State of New Jersey Office of the Inspector General, 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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 PROPOSAL

The price schedule is attached (Attachment 1) to this RFQ. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.

The all-inclusive firm fixed price 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 bidder shall provide price estimates for one (1) of more of the Sectors listed in Section 3.2 of the RFQ.

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 proposals, 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 RFP 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 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals 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 proposals received in response to this RFQ.

- The firm's general approach and plans in meeting the requirements of 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 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.
- 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.
- For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet (Attachment 1 of this Document).

9.0 ADDITIONAL INFORMATION

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

- Standard RFP Forms (Ownership Disclosure, Disclosure of Investigations and Actions Involving Bidder, Disclosure of Investment Activities in Iran) – **All three forms must have a physical signature**
- 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.**
- Waivered Terms and Conditions for Services Contracts (**Must be signed**)
- Source Disclosure Certification Form
- Vendor Certification under Public Law 2005, Chapter 51
- Vendor Certification under Public Law 2005, Chapter 271
- Set Off for State Tax

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

Line #	Description	Total Price
1	Sector 1-A (Sayreville) 9 properties per Attachment 1	\$
2	Sector 2-A (South River) 9 properties per Attachment 2	\$
3	Sector 2-B (South River) 10 properties per Attachment 3	\$
4	Sector 2-C (South River) 10 properties per Attachment 4	\$
5	Sector 2-D (South River) 10 properties per Attachment 5	\$
6	Sector 2-E (South River) 10 properties per Attachment 6	\$
7	Sector 2-F (South River) 8 properties per Attachment 7	\$
8	Sector 2-G (South River) 9 properties per Attachment 8	\$
9	Sector 2-H (South River) 10 properties per Attachment 9	