

CONTRACT FOR PROFESSIONAL SERVICES

SPECIMEN FORM OF CONTRACT

(Reference 2023-RERFP-160)

AGREEMENT made this 12th day of June, 2023, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and HR&A Advisors, Inc., having its address at 99 Hudson Street, Third Floor, New York, NY 10013.

The Authority and the Contractor agree as follows:

1. **The Work.** The Contractor shall perform or shall provide the services as specifically detailed in the Contractor's Proposal, dated, March 06, 2023, the Task Order Request, and the Authority's Request for Proposal ("RFP"), dated February 03, 2023, which are attached hereto and made a part of this Contract.

2. **Time.** The Contractor shall render the services described in the Contractor's Proposal and RFP as required by the Authority and generally pursuant to the Fee Schedule included therein.

The initial term of this Contract is for a one (1) year term and may be extended for two (2) additional one (1) year extension periods, to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions. Pricing shall remain firm throughout the term of the Contract and any extensions thereto.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right at its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until all services required by the Contract are completed or a replacement Contract for University Hospital Real Estate Feasibility Study for Select Parcels is entered into by the Authority and the replacement Contractor is prepared to engage in the Work. Pricing will be consistent with the pricing from the RFP Fee Schedule of the executed Contract agreement during any extension on a month-to-month basis, beyond expiration or termination.

3. **Contract Price.** The Authority shall pay the Contractor for the performance of the Work based on the Prices, as stated in the *Fee Schedule* set forth in the Contractor's Proposal. The Authority may require services in addition to those agreed to in the RFP and the Proposal. Compensation to the

Contractor for additional services shall be in accordance with the *Fee Schedule* (reference Section 3.5) as set forth in Contractor's Proposal; or if not specified in Contractor's Fee Schedule, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and / or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Contractor or subcontractor(s) hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Contractor's proposal identifies bringing pre-existing intellectual property into a work-for-hire, the Background Intellectual Property ("Background IP") owned by the Contractor on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. This Contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Contractor's Background IP delivered to the Authority for the purposes contemplated by the Contract and any extensions thereto.

5. **Manner of Payment.** As specified in the RFP and the Fee Schedule, the Contractor shall submit to the Authority an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Contractor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this

Contract, as set forth in the proposal. The Vendor must submit an invoice, as detailed in Section 5.17 of the RFP to the Authority.

6. **Indemnification.** The Contractor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Contractor shall, at its own expense, satisfy and discharge the same.

The Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Contractor or any Work performed by the Contractor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Contractor, its officers, agents, servants, employees and subcontractors. The Contractor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this Contract.

7. **Insurance.** The Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Contractor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) **Workers' Compensation and Employers' Liability.**

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) **Professional Liability Insurance.**

The Contractor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Contractor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

(d) **Cyber Security Insurance**

The Contractor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations. This coverage will be either a part of or separate from the Professional Liability Insurance.

(e) **Automobile Liability Insurance**

The Contractor shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any owned, hired or non-owned automobiles/vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Contractor shall maintain continuous claims-made coverage for the life of the Contract and any extensions thereto and for

a period of two (2) years beyond the expiration of the Contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the Contract.

Limits indicated above may be provided through of combination of underlying and excess policies as needed.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Contractor. In such event, absent a default on the part of the Contractor, the Contractor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature ("Confidential Information"). The Contractor agrees that the use and handling of Confidential Information by the Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Contractor shall be responsible to assure that its employees

and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Contractor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Contractor, its employees and subcontractors; or (iii) is required to be disclosed by law or by regulatory or judicial process. The Contractor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed be appropriate by the Authority, in its sole discretion.

Pursuant to *Section 6 Indemnification* of the Contract, the Contractor shall indemnify and hold the State of New Jersey and the Authority, its employees and members harmless for any breach of *Section 9* "Confidential Information of the Authority", by the Contractor, its employees or subcontractors.

10. **Debarment Liability.** The Contractor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13(i), of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Contractor

shall be reported in writing forthwith by the Contractor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.

- c. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such Contractor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No Contractor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No Contractor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Contractor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".

The Contractor shall proceed with the Work at such rate of progress to ensure full completion as set forth in the RFP and the Contractor's Proposal.

For reasons within the Contractor's control, if the Contractor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Contractor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Contractor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) "Contribution" - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (N.J.S.A. 10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (N.J.S.A. 19:44A-20.13 through N.J.S.A. 19:44A-20.25, inclusive).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Contractor shall be a material term of this Agreement.

13.3 Contractor hereby certifies to the Authority that commencing on and after October 15, 2004, Contractor (and each of its principals, subsidiaries and political organizations included within the

definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a Contract agreement between Contractor and the Authority pursuant to P.L. 2005, c. 51. Contractor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Contractor hereby covenants that Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other event of default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be

contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Contractor to the Authority in connection with this Agreement.

13.6 Contractor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Contractor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Contractor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

14. General Conditions.

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Contractor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Contractor shall provide to the Authority, at Contractor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, schedules, charts, graphs and/or other documents required for the Project.

D. If the Authority or Contractor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Contractor's services and of the Work.

F. The Contractor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of the Treasury.

G. The Contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, refer to "Exhibit A" annexed hereto and made a part hereof.

The Contractor agrees that:

a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or

sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this Contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

d. This Contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the Contract.

H.

In accordance with N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a set-aside plan for Small Businesses and Disabled Veteran-Owned Businesses. The Contractor agrees that, if awarded a Contract based on this plan, it shall comply with all requirements of these provisions. If the Contractor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into Contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

L. The Contractor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

M. The Authority and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

N. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development
Authority PO Box 990
36 West State Street
Trenton, New Jersey 08625-0990
Attn: Timothy Sullivan – Title CEO

AND

HR&A Advisors, Inc.
99 Hudson Street, Third Floor
New York, NY 10013
Attn: Eric Rothman Title CEO

O. To the extent that there is any conflict between the terms and conditions of the Contractor's Proposal and the terms and conditions of the Contract and the Authority's RFP, the Contract and RFP shall control.

P. This Contract shall be construed under the laws of the State of New Jersey.

Q. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

R. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

S. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

T. This Contract constitutes the entire Agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Contractor and an authorized representative of the Authority.

U. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Contractor to be legally bound.

V. Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another law to the contrary, whenever any taxpayer, partnership or S corporation under Contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of state government, is entitled to payment for those good or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any state tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subtraction of set-off under this Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

This Contract for University Hospital Real Estate Feasibility Study for Select Parcels is entered into as of the day and year first written above.

ATTEST:

By: **Jorge Santos**
Digitally signed by Jorge Santos
Date: 2023.06.12 11:56:27 -04'00'

JORGE SANTOS
Chief RE Development Officer


**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**




TIMOTHY SULLIVAN
Chief Executive Officer

ATTEST:

HR&A Advisors, Inc.

By: 

NAME:
Title: Alex Stokes, Principal

By: 

NAME:
Title: Eric Rothman, CEO

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (CCAU), EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Business Registration Notice:

All New Jersey and out-of-State business organizations must obtain a “*Business Registration Certificate*” (“*BRC*”) from the Department of the Treasury - Division of Revenue, prior to the award of a contract the New Jersey Economic Development Authority (“*Authority*”). Proof of valid “*Business Registration*” of the successful bidder, joint venture partners and named subcontractors must be submitted to the Authority before a contract can be awarded. Failure to submit such “*Business Registration Certificate(s)*” may render the BID materially non-responsive. The “*Business Registration*” form (*Form NJ-REG*) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

Definitions:

“*Affiliate*” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

“*Business Organization*” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“*Business Registration*” means a “*Business Registration Certificate*” issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“*Contracting Agency*” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“*Contractor*” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

“*Subcontractor*” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

Requirements Regarding Business Registration Form:

A contractor must have a valid “*Business Registration Certificate*” in order to be awarded a contract by the New Jersey Economic Development Authority.

All subcontractors shall provide a copy of its “*Business Registration*” to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid “*Business Registration*”.

The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the Authority, a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the New Jersey Economic Development Authority before a request for final payment is made to the Authority.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “*Sales and Use Tax Act*”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State.

Pricing Volume

University Hospital Real Estate Feasibility Study for Select Parcels

New Jersey Economic Development Authority

Technical Proposal | March 8, 2023

Eric Rothman, CEO, Senior Advisor

[REDACTED]
Alex Stokes, Principal-in-Charge



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**2023-RERFP-160
University Hospital Real Estate Feasibility Study for Select Parcels**

FEE SCHEDULE

INSTRUCTIONS TO PROPOSERS


1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as non-responsive.
2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees they should be addressed by submitting an inquiry during the Questions & Answers period for this RFP.

Preparation of the Study

Indicate your firm's maximum Not-to Exceed Firm Fixed Price for the completion of the Scope of Work Included in Section 3.0 of the RFP. This shall include the total of the Provide all-inclusive Direct and Indirect costs	\$237,500
---	------------------

STANDARDIZED POSITIONS/TITLES (all-inclusive hourly rates for all contract-specific personnel, standardized positions/titles only) Task/Service rates from the Contractor to be executed via the TOR process outlined in Section 3.5 of the RFP and the Additional Work Section 5.14 of the RFP	Hourly Rates
1 Project Manager	HRA \$275 / WXY \$205 / Turner \$164
2 Project Executive	HRA \$360 / WXY \$305 / Turner \$277
3 Senior Associate	HRA \$220
4 Junior Associate	HRA \$175 / WXY \$160 / Turner \$138
5 Senior Principal	
6 Principal	HRA \$410 / WXY \$400 / Turner \$252
7 Officer	HRA \$105
8 Partner	HRA \$460-560

Proposer Information:

Proposing Entity's Legal Name:	HR&A Advisors Inc.
Contact Person Name:	Eric Rothman
Contact Person Phone #:	██████████
Contact Person Email:	██████████
Authorized Representative Name and Title (Please Print)	CEO, Senior Advisor
Signature	



Eric Rothman, CEO



Alex Stokes, Principal-In-Charge



99 Hudson St, New York, NY 10013



Request for Proposal # 2023-RERFP-160

FOR: University Hospital Real Estate Feasibility Study for Select Parcels

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to Section 1.3.1 of this RFP for more information.)	February 17, 2023	1:00 PM ET
Proposal Submission Date (Refer to Section 1.3.6 of this RFP for more information.)	March 8, 2023	1:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the New Jersey Economic Development Authority's website.

Designation	Status	Category	
Small Business Set-Aside	Not Applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Entire Contract	<input type="checkbox"/>	<input type="checkbox"/>
	Partial Contract	<input type="checkbox"/>	<input type="checkbox"/>
	Subcontracting Only	<input type="checkbox"/>	<input type="checkbox"/>
Disabled Veteran-Owned Business Set-Aside	Not Applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Entire Contract	<input type="checkbox"/>	<input type="checkbox"/>
	Partial Contract	<input type="checkbox"/>	<input type="checkbox"/>
	Subcontracting Only	<input type="checkbox"/>	<input type="checkbox"/>

RFP Issued By:

New Jersey Economic Development Authority
Procurement
36 West State Street, PO Box 990
Trenton, NJ 08625-0990
Main Reception Desk–Telephone: 609-858-6700

Date: 02/03/2023

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EXHIBITS

- Exhibit A – Authority's Contract for Professional Services
- Exhibit B1 – Task Order Request (TOR)
- Exhibit B2 – Task Order Request (TOR) Conflict of Interest Certification Statement (COI)
- Exhibit B3 – Task Order Request (TOR) Vendor Response Form
- Exhibit C – EO 166 Public Posting Notice
- Exhibit D – Federal provisions from 2 CFR Part 200
- Exhibit E – UH Parcels

1.0 INFORMATION FOR PROPOSERS

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Proposals to prepare an economic feasibility study for the following parcels on the University Hospital Campus, Newark, Essex County:

1. Block 427, Lot 1
2. Block 1802 Lot 1
3. Block 1803, Lot 1
4. Block 1835, Lot 1
5. Block 1836 Lot 1

The parcels are bounded by the following streets: 12th Avenue, Bergen Street, West Market Street, Bruce Street, Cabinet Street, and Morris Avenue (the “UH parcels”). An image of the UH parcels is included as Exhibit E to this RFP.

1.1 PURPOSE AND INTENT

The RFP is to solicit proposals from qualified firms (or firms with one or more subcontractors) to prepare a study that will analyze the development and economic impact potential of the UH parcels. The successful Proposer will be responsible for providing the following deliverables, as more fully detailed in Section 3 of this RFP:

1. Summary Presentation of the market soundings;
2. Zoning and Highest and Best Use Analysis;
3. Market Study;
4. Case Studies;
5. Alternative Massing/Site Plans for 3 alternative plans; and
6. Financial and Economic Impact Analysis for 3 alternative plans which includes: Sources and Uses Statements, Operating Pro formas; and Economic Impact Analysis

Responding Proposers to this RFP must have experience with the following:

1. Organizing focus groups of stakeholders related to land use, real estate economic development and health care uses;
2. Analyzing and zoning and land use issues, recommending revisions to existing land uses to meet the proposed;
3. Preparing highest and best use analysis from which take into account economic development and real estate market analysis perspectives;
4. Preparing real estate market analysis;
5. Preparing preliminary land use massing plans that reflect the proposed uses on UH parcels;
6. Preparing real estate financial analysis that includes:
 - a. Sources and uses statements
 - b. Operating pro formas; and
7. Preparing economic impact analysis (i.e., Input/Out analysis) for the proposed highest and best uses on the UH parcels

The intent of this RFP is to award a contract with a one (1) year term with the possibility of two (2), one (1) year extension options. The final version of all the deliverables listed in Section 3 of this RFP will be due within 120 days of execution of the contract. The balance of the contract term is for any follow up or additional services that may arise after the Section 3 deliverables are provided.

In accordance with applicable law, the Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contract for Professional Services (please refer to Exhibit A) is in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

Pursuant to N.J.S.A. 52:32-60.1, et seq.

which was signed by Governor Murphy on March 9, 2022, and prohibits government dealing with businesses associated with Belarus or Russia, a Proposer must certify prior to executing a newly awarded contract it is in compliance with the requirements of P.L. 2022, c. 3. This is satisfied by submitting the form referenced in this RFP Section 4.2.3.17. For additional information, please reference: https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM

Notwithstanding the provisions of any law or regulation to the contrary, \$50,000,000 from funding allocated to the State from the federal "Coronavirus State Fiscal Recovery Fund" established pursuant to the federal "American Rescue Plan Act of 2021," Pub. L. 117-2 is appropriated to the New Jersey Economic Development Authority to study and plan for new health care facilities at the University Hospital site to meet community health care needs in the City of Newark and to fund site development and capital construction. Award of the Contract shall be subject to availability of Coronavirus State Fiscal Recovery funds and receipt of all necessary approvals, including, but not limited to, a determination by the Executive Director of the Governor's Disaster Recovery Office that the proposed use of the funds is an eligible purpose under the American Rescue Plan Act of 2021, the EDA entering into a Memorandum of Understanding (MOU) with the Department of Community Affairs, Division of Disaster Recovery & Mitigation, and the EDA entering into an MOU with University Hospital.

1.2 BACKGROUND

The New Jersey Economic Development Authority serves as the State's principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at EDAProcurementQA@njeda.com by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

QUESTIONS - 2023-RFP-160 University Hospital Real Estate Feasibility Study for Select Parcels

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;

- B. A Proposer must not contact the Authority's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via EDAProcurementQA@njeda.com will result in disqualification of the Proposer's Proposal;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this solicitation and part of any Contract awarded as a result of this RFP.

1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

1.3.2 PRE-PROPOSAL CONFERENCE

Not Applicable to this procurement.

1.3.3 SITE VISIT

Not Applicable to this procurement.

1.3.4 PROJECTED MILESTONE DATES

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Authority will take action:

Q&A Period Ends:	Friday, February 17, 2023 @ 1:00 p.m. ET
If required, Addendum:	Monday, February 27, 2023
Proposals Due:	Wednesday, March 8, 2023, no later than 1:00 p.m. ET
Estimated Recommendation for Award:	Thursday, April 6, 2023
Estimated Contract Execution:	On or about May 5, 2023

1.3.5 TIMELY SUBMISSION OF PROPOSALS

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

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

“(Proposer’s Company Name) - Bid Submission-202X-RFP-XXX RFP Title, and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via: <https://njeda.sharefile.com/r-r60369a92400f4249bc2224755fe559ea>

It is highly recommended that you initiate the upload of your Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover to allow some time to identify and troubleshoot any issues that may arise when using the Sharefile application. Technical inquiries may be directed to EDAProcurementQA@njeda.com.

NOTE: Any bids received after the date and time specified shall not be considered. All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

1.3.6.2 ELECTRONIC SIGNATURE

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.3 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

1.3.6.3 HARD COPY PROPOSAL SUBMISSION

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

Julie McGowan
Senior Procurement Officer
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
36 WEST STATE STREET
PO BOX 990
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer's Name and Address:

2023-RFP-160 University Hospital Real Estate Feasibility Study for Select Parcels
Wednesday, March 8, 2023, no later than 1:00 p.m. ET

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) copy marked "COPY".

Proposals submitted by facsimile will not be considered.

ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.

The Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority's Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.6.3.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THIS PROPOSAL NUMBER AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.

1.4.2 PROPOSER RESPONSIBILITY

The Proposer assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all requirements of this RFP solicitation.

1.4.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP solicitation.

1.4.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Proposer. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Proposer may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Proposer shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Proposer's Proposal will be redacted by the Authority. A Proposer may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Proposer. The Authority assumes no such responsibility or liability.

1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

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

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: EDAProcurementQA@njeda.com, with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

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

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

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

1.4.7 JOINT VENTURE

The Authority will **NOT** consider Proposals submitted by joint ventures, in the performance of the Work for this RFP.

Proposers shall note that any and all reference to “joint venture(s)”, “joint venture partner(s)”/“joint venture partnership(s)” in any documents included as a part of the RFP specifications, exhibits or attachments shall be read as though the words are stricken and removed.

1.4.8 SUBCONTRACTORS/SUBCONSULTANTS

For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposer’s Checklist – Subcontractor Utilization Form, complete and submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid “Business Registration Certificate”, as further detailed in “Section 4.2.4.5 Compliance – Business Registration Certificate” of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

1.4.9 CONFLICT OF INTEREST

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

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

In accordance with applicable law, the Authority’s staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority or to request clarifications of any portion of the proposal received. Further, the Authority’s staff reserves the right, at its sole discretion, to waive minor elements of noncompliance of any entity’s Proposal, with regard to the requirements outlined in this RFQ/P.

Prior to proposal opening, the Authority retains the discretion to modify, expand, or delete any portion of this RFP. The Authority further retains the discretion to terminate this RFP process at any time.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFP issued by the Authority.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

Authority – The New Jersey Economic Development Authority.

Best and Final Offer or BAFO – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

Bid or Proposal – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

Bidder – An individual or business entity submitting a Proposal in response to this RFP.

Board of Directors – Responsible for the management of all New Jersey Economic Development Authority operations.

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

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

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

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

Chief Executive Officer (CEO) – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

Designated Contract Manager – Individual responsible for the overall management and administration of the contract and Contractor relationship.

Director – The Director of Procurement, New Jersey Economic Development Authority.

Disabled Veterans' Business – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Evaluation Committee – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

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

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.

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

No Charge – The Proposer will supply an item on a price line free of charge.

Procurement or Procurement Department– The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

Proposer - An individual or business entity submitting a Proposal in response to this RFP.

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

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

Retainage – The amount withheld from the Contractor's payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Revision – A response to a BAFO request or a requested clarification of the Proposal.

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

Should – 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 and Enterprise Services, Small Business Registration and M/WBE Certification Services 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 (1) of the three (3) following categories: For goods and services – (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 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue

standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

Small Business Set-Aside Contract – means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-19.

State – The State of New Jersey.

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

Subcontractor/Subconsultant – An entity having an arrangement with an Authority Contractor, where by the Authority Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Contractor's) obligations under the contract, including payment to the Subcontractor/Subconsultant. The Subcontractor/Subconsultant has no legal relationship with the Authority, only with the Contractor.

Task – A discrete unit of work to be performed.

TOR (Task Order Request) – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

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

Unit Cost or Unit Price – All inclusive, firm fixed price charged by the Proposer for a single unit identified on a price line.

Vendor - An individual or business entity submitting a Proposal in response to this RFP.

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

2.1.1 CONTRACT-SPECIFIC DEFINITIONS

Institutional – land use category that consists of a facility used by a religious, childcare, educational, or public use such as a place of worship, school, library, government building, or university.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR

3.1 INITIAL MEETING AND VISIONING SESSION

The Contractor shall at a minimum, organize the following with the Authority:

1. An initial kick-off meeting to discuss project scope and deliverables;
2. Visioning Session, at least 1, to discuss the potential uses of the UH parcels with University Hospital, the Authority, and other parties that may be identified in the initial kick-off meeting

3.2 STUDY CONTENTS

3.2.1. Market Soundings Summary Presentation

The Contractor shall at minimum do the following:

1. Organize and conduct market soundings and outreach to stakeholders including brokers, potential users (e.g., incubator, research, medical office), real estate developers (e.g., (commercial real estate firms in the commercial, science and technology that might develop on vacant land), and real estate investors to gather information regarding compatible and/or complementary uses to the UH hospital facility plan. This result of this work must be summarized a Power Point presentation (Market Soundings Summary Presentation);
2. After identifying appropriate stakeholders, engage in a group discussion about the potential uses of the UH parcels that are compatible with the UH hospital facility plan and the surrounding neighborhood's economic and community development needs. The result of this work must be summarized in the Market Soundings Summary Presentation.

3.2.2. Highest and Best Use Analysis

The Contractor shall at minimum do the following:

3. Analyze and prepare a summary of the existing zoning and/or redevelopment plan(s) which may apply to the UH parcels and outline any restrictions on the UH parcels use;
4. Determine the highest and best use(s) of the UH parcels. This analysis must take into account the following:
 - a. The UH parcels are currently zoned Institutional by the City of Newark defined as “land use category that consists of a facility used by a religious, childcare, educational, or public use such as a place of worship, school, library, government building, or university.”
 - b. The UH parcels are owned by the State and it is expected that any development on the UH parcels would require review under the Municipal Land Use Law, N.J.S.A. 40:55D-31 by the City’s Zoning Board of Adjustment (<https://www.newarknj.gov/card/zoning-board-of-adjustment>.)
 - c. The proposed uses shall be complementary not only to clinical care and medical uses on the UH campus but the neighborhood as a whole and shall include residential and mixed-use, commercial (e.g., retail, office, research and development/life sciences, light industrial).

3.3 Market Study and Case Studies

3.3.1. Market Study

The Contractor shall prepare and provide a market study based on the analysis in Section 3.2 above. The market study shall consider the highest and best use(s) for the UH Parcels and the attractiveness of the UH parcels for such uses. Potential uses shall include but not be limited to the following: clinical care, medical uses, residential, mixed-use, and commercial (retail, office, life sciences/laboratory, light industrial).

The market study should at a minimum:

- a. Examine and providing details of current market conditions/market demand for the highest and best use(s) of the UH parcels;
- b. Determine the current/future market need and estimate the absorption of the highest and best uses(s) uses that could be developed within the next five (5) years at the UH parcels; and
- c. Estimate the maximum amount of square feet for the highest and best use(s), e.g., clinical care, medical uses, residential, mixed-use, and commercial, e.g., retail, office, research and development/life sciences, light industrial for the UH Parcels.

3.3.2. Case Studies

As an addendum to the market study, the Contractor shall prepare case studies of similar hospitals with complementary research components and adjacent uses including state research universities. Other organizational and redevelopment models that incorporate both direct care services and economic development applications will be summarized and examined for best practices and potential pitfalls. Special analysis of the Bellevue/NYU proposal is also requested.

3.4 Alternative Massing/Development Plans

Based on the information gathered in the sections above, prepare at least three (3) alternative massing/development plans which shall include, at minimum:

1. Building use or uses;
2. Building square feet;
3. Building floors and height;
4. Parking allocations;
5. Open space;
6. Notations regarding any zoning ordinance compliance issues; and
7. Development phasing plan.

3.5 Financial Analysis of the Massing/Development Plans

3.5.1. Sources and Uses Statement for the Massing/Development Plans.

For each of the three (3) massing/development plans, the Contractor shall prepare a preliminary financial analysis which includes a source and uses statement, and the "Development Budget"

of the costs to implement the proposed improvements in each phase. The sources and uses statement, shall include at minimum:

1. The sources and uses statement shall take into account cost escalation according to the development phasing plan provided in Section 3.4, number 7. above;
2. Estimate acquisition and related costs (appraisal, title, recording, legal fees);
3. Estimate construction costs, permits and related fees;
4. Estimate development professional services (e.g., architect, engineer, planner, lawyer, environmental consultant) and other development “soft” costs (e.g., financing fees, non-construction administrative fees);
5. Construction borrowing costs (e.g., rate, term, interest during construction);
6. Estimate the various financial sources that are suggested or will be used in the proposed development, which include, but is not limited to:
 - a. State and federal incentives or credits;
 - b. State and federal grants and loans;
 - c. Construction loan financing;
 - d. Conventional bank financing (e.g., fully amortized or amortized with a balloon payment, with or without variable interest rates);
 - e. Bond financing;
 - f. Mezzanine and/or other type of bridge financing;
 - g. Equity investment and the return on investment using standard investment measures (e.g., rate of return, net present value, cash-on-cash);
 - h. Estimating any financing gap and recommending methods to fill the gap; and
 - i. Outlining any restrictions on the sources of financing.
7. Estimate interest rates, using current market data, for the construction and other sources of financing.

3.5.2. Operating Pro Forma Reports for the 3 Massing/Development Plans

For each of the three (3) massing/development plans, prepare a ten (10) year operating pro forma for the building, which shall include, but not be limited to the following:

1. Estimate rental rates, rental increases, and absorption periods for each proposed use;
2. Estimate the vacancy rate and/or income loss factor;
3. Estimate turnover period and releasing costs for various rental units
4. Estimate operating costs for the applicable use;

5. Estimate capitalization rates for the value of the improvements for the disposition of the asset in Year 10;
6. Estimate sale price/proceeds; and
7. Calculate effective gross rent, net operating income and net income

The operating pro formas shall take into account cost escalation according to the development phasing plan schedule to be provided in Section 3.4, number 7.

3.6. Economic Impact Analysis (Input-Output Analysis)

For each of the three (3) massing/development plans, the Contractor shall prepare an input-output analysis measuring the direct, indirect and induced effects of the potential uses on the UH parcels, taking into account the development phasing plan. The analysis also shall include an estimate of the number of temporary and permanent jobs that plans which shall include:

1. Estimate the number of temporary and permanent jobs; and
2. Estimate the direct and indirect economic effects of developing the proposed potential uses.

3.7 Other Partnerships/Relationships

The Contractor shall prepare a Power Presentation that includes recommendations regarding partnerships/relationships UH should pursue to minimize its risk in further developing UH parcels (e.g., educational institution partnerships in use and investment, RE investment partners).

The existing relationship between Rutgers University and University Hospital shall be considered as well as partnerships with other private and public institutions.

3.8 Meetings and Presentations

The Contractor shall at a minimum, provide the following:

1. Schedule at least bi-weekly meetings until the first draft of each deliverable (as listed in Section 3.9) s ready to be presented; and
2. Present the draft of each deliverable as listed in Section 3.9.

3.9 Final Deliverables

The Contractor shall at a minimum, provide the following:

1. Market Soundings Summary Presentation (Power Point);
2. Zoning and Highest and Best Use Analysis;
3. Market Study and the Case Studies Addendum;
4. Three Alternative Massing/Development Plans;
5. Power Point Presentation Regarding Recommendations for Other Partnership/Relationships to Implement the Development Plan; and
6. Financial and Economic Impact Analysis for three (3) alternative plans which includes: Sources and Uses Statements, Operating Pro formas; and Economic Impact Analysis.

3.10 Task Order Request (TOR)

After completion of the Deliverables in Section 3.9 and during the term of the contract, the Authority may issue a Task Order Request (TOR), Exhibit B1 to the Contractor. The Contractor will be required to respond to each TOR describing its strategy in completing the services required as follows:

- A. The TOR, Exhibit B1, will specify any required deadlines. The TOR will state on a project-by-project basis, the deadline / due date for completion requirements, or additional services requested in the TOR related to the Scope of Work, for the specific UH Hospital Study assignment, based on the Authority's business needs and the established timelines of the overall project. Timelines shall be developed with the Contractor and approved by the Authority's Designated Contract Manager.
- B. The TOR will state to whom at the Authority the TOR response should be addressed.
- C. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority's Designated Contract Manager within one (1) to three (3) business days.
- D. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority's Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor's submitted Fee Schedule. The Authority will then either accept the firm's TOR proposal, or respond to further negotiate the cost, scope of work, and time needed to complete the task/project.
- E. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his/her sole discretion.
- F. It is further understood that the Authority is under no obligation to issue responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the Contract and any extensions thereto.
- G. No work for any TOR may begin until the Authority issues a written notice to proceed to the Contractor.

It is the Contractor's responsibility, based on its industry knowledge and expertise, to accurately assess the costs associated with managing and providing the requisite services. Conversely, if the Contractor finds that the services can be completed satisfactorily, at a lower cost than originally assessed; the Contractor is bound to pass that cost reduction through to the Authority. Any adjustments to hours or positions / titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his / her sole discretion.

4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER

Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

4.1 GENERAL

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

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Professional Services, Exhibit A and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the resulting contract shall be invalidated.

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

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

4.1.1 NON-COLLUSION

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

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

The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – 202X-RFP-XXX Title, unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). One volume must contain the **mandatory** compliance documentation. One volume must contain **only** the **mandatory** Fee Schedule. The additional volume must contain, at a minimum, the additional **mandatory** portions of the Proposal. If the Proposal is extra large in size, submitting multiple additional volumes for the Technical Proposal is permissible.

If a Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.

Technical Proposal Volume

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

Pricing Volume

Fee Schedule. Please reference Section 4.2.2 in this RFP.

Compliance Volume

Please reference all Subsections in Section 4.2.3 in this RFP and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

4.2.1 TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include information relating to its organization, personnel, and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP.

The Technical Proposal, unless otherwise noted, must, at a minimum, contain the information below and be submitted in the following order:

- I. Cover Letter (Optional);
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members (Optional);
- VI. References of Key Team Members (Optional); and
- VII. Description and Documentation of Proposer's Prior Experience and Qualifications.

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

I. Cover Letter (Optional)

All Proposers should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

II. Management Overview and Technical Approach to Achieve the Scope of Work

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Authority that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) will best meet the needs of the Authority; and
- C. The Proposer shall also set forth a detailed work plan that will accomplish the requirements of the Scope of Work, Section 3.0, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the 60 day maximum timeline.

III. Organization Chart, if applicable (not required for a sole proprietor)

Provide an Organization Chart that must include all Key Team members, their labor category, and titles for this engagement. For the purposes of this engagement, a "key team member" is a principal, partner, officer, etc. of the Proposer, project executive, project manager, junior or senior associate, senior principal, or subcontractor identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Proposer has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Proposer should list these additional resources in its Proposal and include the individual(s) on the Organization Chart.

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

IV. Key Team Member List, if applicable (not required for a sole proprietor)

List each key team member who will be utilized for this contract by name and title and a description for the work that the key team member will perform. Information for key members of a subcontractor shall also be included.

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

V. Resumes/Bios of Key Team Members

A resume/bio for each key team member should be included. Please refer to Section 6.7.1 to be aware of the required resume criteria.

VI. References

Each key team member's resume should include at least three (3) client references applicable to the Scope of Work, including contact names, telephone numbers and e-mail addresses. Please refer to Section 6.7.1 to be aware of the required resume criteria.

VII. Description and Documentation of Proposer's Prior Experience and Qualifications

The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0;

Provide a narrative description, detailing the organization's experience with similar engagements, including data sources and a description of data, not available from existing sources, that the firm will need in order to prepare the study. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;

Provide information from projects the organization (or Proposer, if you are a sole proprietor) has previously worked on, and in what role/capacity. For each project that is listed, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of the proposed project team have worked together;

- A. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience working with preparing similar studies as described in the Scope of Work in New Jersey or other states;
- B. Provide a listing of three client references, which includes contact names, titles and telephone numbers for which the firm has provided services. The beginning and ending dates of the provided services must be included.

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Proposer's staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer's Checklist. Please refer to Section 6.7.1 to be aware of the required resume criteria.

VIII. Financial Capability of the Proposer

Not Applicable to this procurement.

4.2.1.1 POTENTIAL PROBLEMS

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

4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH PROPOSAL)

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied

Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFP Solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

4.2.2.1 DELIVERY TIME AND COSTS

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and
- B. F.O.B. Destination does not cover "spotting" but does include delivery inside the Authority unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Proposal and will be cause for rejection of a Proposal.

4.2.2.3 PRICE ADJUSTMENT

Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

4.2.3 REQUIRED COMPLIANCE DOCUMENTATION

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP Solicitation.

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Proposal, indicated by "**MANDATORY FORM WITH BID PROPOSAL**". ALL other Compliance Documentation, not deemed "Mandatory Form With Bid Proposal", are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer

4.2.4 FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED SUBMITTED WITH THE PROPOSAL

4.2.4.1 SIGNATORY PAGE (MANDATORY FORM WITH PROPOSAL)

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a Contract to said Proposer.

Note: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH PROPOSAL)

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

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

4.2.5 FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED PRIOR TO CONTRACT AWARD

4.2.5.1 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a Contract.

4.2.5.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a contract, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.5.3 BUSINESS REGISTRATION CERTIFICATION (BRC)

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

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

4.2.5.4 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a contract primarily for services, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. A Proposer's failure to submit the completed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

4.2.5.4.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the Contract, the Contractor or Subcontractor, who had on Contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract. Such Contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

4.2.5.5 AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT

Prior to the award of a Contract, the intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA):

https://www.nj.gov/treasury/contract_compliance/index.shtml;

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:

https://www.nj.gov/treasury/contract_compliance/index.shtml.

4.2.5.6 SMALL BUSINESS SET ASIDE (NOT APPLICABLE TO THIS PROCUREMENT)

In accordance with the requirements of N.J.A.C. 17:13, as amended, the Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFP. Information regarding SBE registration and/or a Minority/Women Business Enterprise (MWBE), a Veteran-Owned Business (VOB) and/or a Disabled Veteran-Owned Business Enterprise (DVOB) certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State’s Business website at:

<https://www.njportal.com/DOR/SBERegistry/>

There are two (2) related forms listed in the RFP Proposer Checklist to be completed and submitted, prior to contract award. These forms include: Set Aside Information Form-Goods & Services and the Set-Aside Compliance Certificate-Goods & Services Contracts. The Proposer may submit the Proposer’s Small Business Enterprise (SBE) Certificate, if applicable.

4.2.5.7 DISABLED VETERANS’ BUSINESS SET-ASIDE (NOT APPLICABLE TO THIS PROCUREMENT)

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31.1 et seq. and N.J.A.C. 17:14 Disabled Veterans’ Businesses are encouraged to submit a response. The Business must be registered as a qualifying Disabled Veterans’ Business with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit by the date the Proposal is received and opened. Evidence that the Business has registered as a Disabled Veterans’ Business should be submitted with the Proposal. Proposers should verify its Disabled Veterans’ Business Certification status. The Business should provide, as part of its response, proof of its current registration as a qualifying Disabled Veterans’ Business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Information, registration requirements and application are available by contacting the agency at:

New Jersey Department of the Treasury
Division of Revenue and Enterprise Services
PO Box 455
Trenton, NJ 08646
Telephone: 609-292-2146

A downloadable paper application is available at:

<https://www.nj.gov/njbusiness/documents/contracting/DVOB%20Web%20Application.pdf>

** IF THE BUSINESS HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED AS A DISABLED VETERANS' BUSINESS, THE VENDOR {BIDDER} SHOULD ENSURE IT IS REGISTERED AND THAT ITS REGISTRATION IS ACTIVE WITH THE DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT, PRIOR TO THE PROPOSAL OPENING DATE, TO BE ELIGIBLE FOR AWARD

4.2.5.8 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement Department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities. The form is also available at: <https://www.njeda.com/Bidding/>.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

4.2.5.9 POLITICAL CONTRIBUTION DISCLOSURE

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the Contractor receives one (1) or more Contracts valued at \$50,000.00 or more. It is the Contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <https://www.elec.state.nj.us/>.

4.2.5.10 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, c. 9), any employer entering into a contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing

Wage Act are affected by this statute (falling within the definition of “public work”). Additionally, any contract that the Authority enters into for “services” imposes reporting requirements by awarded Bidders and contactors (falling within the definition of “qualifying services”). Information on the reporting requirement for such “qualifying services” is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

4.2.5.11 NEW JERSEY STATE W-9

Prior to an award of a Contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

4.2.5.12 INSURANCE CERTIFICATE(S)

Prior to the award of a Contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this Contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique Contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFP.

4.2.5.13 SUBCONTRACTOR UTILIZATION PLAN

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, submitted with the Proposal, available at: <https://www.njeda.com/bidding/>.

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

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

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

4.2.5.14 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3

The attached certification of non-involvement is required to comply with N.J.S.A. 52:32-60.1, et seq, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist, Item X.

Under the new law, “engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve Contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine,

either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: https://www.njleg.state.nj.us/Bills/2022/A3500/3090_I1.HTM
A Proposer's failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a Contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

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

5.3 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the Contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the Contract. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services

shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this Contract.

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate/back-up individual for each position / individual identified in the Proposer's Organization Chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state

of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Proposer anticipate bringing pre-existing intellectual property into a work-for-hire, the intellectual property must be identified in the Proposal. Otherwise, the language in the first paragraph of this section prevails. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon Contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the Contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

The Contractor shall be required to enter into a confidentially agreement if information is confidential, such as to Personally Identifiable Information (PII). The Authority will provide the Contractor with an NDA/Confidentially Agreement if needed.

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The Authority reserves the right to obtain, or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from Contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will

not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

- A. The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Handling: Upon termination/expiration of this Contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Authority.

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

Nothing in the Contract shall be construed to be a waiver by the Authority of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Chief Executive Officer (CEO).

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material Contract requirements, the Authority may take steps to terminate the Contract in accordance with the Authority's Contract For Professional Services, Exhibit A, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the Procurement Department. Additional Work under this Contract will be handled through the Task Order Request process outlined in Section 3.10.

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

The Contractor's written Proposal must provide a detailed description of the work to be performed broken down by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the Procurement Department must include all other required Authority approvals.

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

5.15 INDEMNIFICATION

The indemnification provisions set forth in the Authority's Contract for Professional Services, Exhibit A, shall prevail.

5.16 MAINTENANCE OF RECORDS

The Contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Office of the State Comptroller, for audit and review.

5.17 FORM OF COMPENSATION - INVOICING/PAYMENT

The Contractor shall submit electronic invoices to the Authority, per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Invoices must be submitted to REDInvoices@njeda.com.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event “Specialized Services” are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;
- C. An invoice number, the amount due, date/dates of service, the Authority’s purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. A Set-Aside Contract Report form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

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

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

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE

In accordance with applicable law, the Authority reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so, with reasonable promptness by written notice to the highest ranked responsible Proposer(s), whose proposal(s), conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion.

6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES

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

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

6.4 RIGHT TO REQUEST FURTHER INFORMATION

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

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, State Subject Matter Experts (SMEs) and possibly other state agencies. Industry SMEs, may assist with evaluations but will not be voting members. Only Authority staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

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

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

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its Proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Proposal. The Procurement Department will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

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

6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
 - a. Experience of Key Team Members preparing similar studies should include but not be limited to: (1) Demonstrated experience in stakeholder outreach and engagement; (2) demonstrated knowledge and experience in real estate planning, market analysis, and development; (3) demonstrated experience in real estate site planning and analysis; (4) demonstrated experience in preparing real estate financial analysis demonstrated knowledge in applying the applicable laws as required to for the required deliverables
 - b. If key personnel are identified and required in Section 3.0 of this RFP, the Proposer should submit a resume for each key position and the Proposer's resumes should include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references should include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details will result in rejection of the Proposer's Proposal for further consideration.
- B. Experience of entity: The Proposer's documented experience in successfully completing similar studies in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references. Experience of the firm in preparing similar studies, should include, but not be limited to the following: (1) Demonstrated experience in stakeholder outreach and engagement; (2) demonstrated knowledge and experience in real estate planning, market analysis, and development; (3) demonstrated experience in real estate site planning and analysis; (4) demonstrated experience in preparing real estate financial analysis (1) demonstrated knowledge in applying the applicable laws as required to for the required deliverables

- a. If references for contracts of similar size and scope are required in Section 4.0 of this RFP, the Proposer should submit business references for each relevant contract. Business references should include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details will result in rejection of the Proposer's Proposal for further consideration.
- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.
- D. Project Schedule: Project Schedule Reflecting that the Scope of Work can be completed in 120 days.

6.7.2 PROPOSER'S FEE SCHEDULE

For evaluation purposes, Proposer's pricing will be ranked and weighted according to the lowest total price for all services per the Fee Schedule accompanying this RFP.

Hourly rates, per the Fee Schedule, will be used for any additional work that might be required during the contract time frame, not specified in the original Scope of Work.

1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as nonresponsive.

2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule.

If the Proposer intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFP.

6.7.3 PROPOSAL DISCREPANCIES

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

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. In accordance with applicable law, the Authority may accept, reject or modify the recommendation of the Procurement department. The Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

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

NOTE: If the Authority contemplates negotiation, Proposal prices will not be publicly read at the Proposal submission opening. Only the name and address of each Proposer will be publicly announced at the Proposal submission opening.

6.9 PROTEST OF RECOMMENDED AWARD

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the Contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions*

Period” equal to ten (10) business days from the Authority’s issuance of the preliminary “*Hearing Officer Report*” to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any “*Exceptions to the Hearing Officer’s Report*” and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final “*Hearing Officer Report*” which will be sent with any “*Exceptions to the Hearing Officer’s Report*” to either the Authority’s Board or the Authority’s Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority’s internal Operating Authority Approval Levels, for a final decision to award the Contract. The Authority’s Board of Directors or Chief Executive Officer will review the final “*Hearing Officer Report*” and the protestor’s “*Exceptions to the Hearing Officer’s Report*” and shall render a final decision regarding the appropriateness of the award. The action of the Authority’s Board or Chief Executive Officer to make a final decision for the award of the Contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the Authority’s intent not to award the Contract until it has completed all of the review procedures described above. If, however, in the Authority’s sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority the Contract may be awarded.

7.0 CONTRACT AWARD

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion, in accordance with applicable law. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good", on a scale of 1-5 with 5 being the highest rating. Furthermore, even in the event of an overall score of three ("3") or higher, the Authority is not under an obligation to proceed and may decide not to proceed for a variety of reasons, including but not limited to proposal being over budget or change to the scope of work.

Award of a contract for the services outlined in this RFP will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFP as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the "Questions and Answers Period."

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Professional Services" with the proposal as it will result in the proposal being deemed non-responsive.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP process, unless submitted during the "Questions and Answers Period".

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A) during the "Questions and Answers Period."

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Work, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

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

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

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER

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

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

8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

If the Contract has multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the Contract for all departments, while other employees engage and pay the Contractor. All persons that use the Contract must notify and coordinate the use of the Contract with the Authority's Designated Contract Manager.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST
(Reference RFP #2023-RERFP-160)**

CONTRACTOR NAME	
PROJECT TITLE	
DATE	
PROJECT SUMMARY	
DATE NEEDED	
NJEDA CONTACT (Name, Title, Address, E-mail & Telephone Number)	
<p>Cost Submission: Please provide a cost estimate for the above referenced project, in accordance with the Fee Schedule submitted for RFP #2022-RERFP-160 – University Hospital Study Consulting Services. By providing a cost estimate, the Vendor is certifying that there is no Conflict of Interest with the subject request. Within five (5) business days of confirmation of receipt of the TOR Request, the Vendor shall e-mail the Authority a TOR Vendor Response Form provided by the Authority. Each estimate must include a Not-to-Exceed amount and statement as such.</p>	
WRITTEN NOTICE TO PROCEED MUST BE PROVIDED BY THE AUTHORITY BEFORE WORK ON THIS PROJECT MAY BEGIN.	
PROJECT DESCRIPTION	
ADDITIONAL PARTIES TO RELY ON THE RESPONSE	

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST
CONFLICT OF INTEREST CERTIFICATION STATEMENT
(Reference RFP #2023-RERFP-160)**

I hereby certify that I am an authorized representative of the Contractor and can provide this Conflict of Interest Certification Statement on the Contractor's behalf.

I hereby certify and attest that to the best of my knowledge that the Contractor does not have a direct, familial, personal or monetary interest in the business entity, business site or project indicated below; nor does the Contractor or any employee, agent and/or representative of the Contractor currently have or have had any previous or existing personal or professional relationships with, interaction with, or done business with the project-specific business, site and/or with the current or previous owner(s). Further, neither Contractor nor any employee, agent and/or representative of the Contractor is now or has been employed by, or is a principal of, or is affiliated with the respective business, business sites, owner(s) or project involved with the Task Order Request (TOR) named below, in any manner.

To the best of my knowledge, neither the Contractor or any employee, agent or representative of the Contractor hold any ownership interest in the respective Task Order Request businesses or business sites which are the subject of the work to be performed, nor does Contractor under contract (other than the Authority Contract) to perform work or services, including representation for the same businesses or business sites referenced in the Task Order Request for the work to be performed.

During the performance of the work for the Task Order Request, should a conflict of interest arise, whether real or perceived, Contractor will immediately notify the New Jersey Economic Development Authority's Designated Contract Manager of the conflict and await the Authority's review and decision regarding Contractor's further participation.

I understand that, should a conflict exist, whether real or perceived, in the sole discretion of the Authority, Contractor shall immediately recuse itself from the work to be performed. In the event Contractor declines to complete and execute this Conflict of Interest Statement, Contractor understands that it will be removed from the work.

TASK ORDER REQUEST DETAILS:

RFP #

RFP Title

-
- I hereby certify and attest that, to the best of my knowledge, there is no conflict of interest, as indicated above, that would affect my ability to accurately, effectively and impartially perform the work required on the specific Task Order Request.
 - I hereby recuse myself from participating in the performance of any work required on the specific Task Order Request for the following reasons:

Contractor Employee Name

Title

Contractor Employee Signature

Date

Contractor Contract Manager Name

Title

Contractor Contract Manager Signature

Date

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST - VENDOR RESPONSE FORM
(Reference RFP #2023-RERFP-160)**

TASK ORDER REQUEST # _____

The undersigned, having familiarized himself/herself with the conditions affecting the cost of the work and with the Authority Contract documents agrees to furnish all mobilization, insurances, labor, materials and services, and perform all work as described in the Contract documents, per the rates included in the Fee Schedule. The Contractor is responsible for verifying and estimating all quantities for providing the prices.

CONTRACTOR NAME			
PROJECT SUMMARY			
STANDARDIZED POSITIONS/TITLES	HOURLY RATES	NUMBER OF HOURS	PRICE
Project Manager			
Project Executive			
Senior Associate			
Junior Associate			
Senior Principal			
Principal			
Officer			
Partner			
			TOTAL PRICE
<p>Contractor agrees as follows: Project completion shall be consistent with the dates outlined on the Task Order Request. Scheduling of all work shall be coordinated with the Authority. Consultant represents that there is no conflict of interest in the performance of this Task Order Request. The Authority is a tax-exempt organization: Federal 222045817, State 690221644.</p>			

Respectfully submitted,

Name of Firm

Name of Individual

Signature & Title

Date

Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317 through 2 CFR 200.327

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the Owner must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the Owner has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS
FOR
UNIVERSITY HOSPITAL REAL ESTATE FEASIBILITY STUDY FOR SELECT PARCELS
(Reference RFP #2023-RERFP-160)

ADDENDUM #1

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

Part 1: Answers to Questions Submitted		
No.	Question	Answer
1.	Page 4, section 1.1: What is the due date for the final version of all deliverables? The RFP indicates different due dates on page 4 (120 days) and page 23 (60 days).	Page 4 is correct. The due date for the final version of all deliverables in 120 days. Please see the modification to section 4.2.1 II. C.
2.	Page 18, section 3.5: Should the Financial Analysis of the Massing/Development Plans consider the cost of demolition of the existing structures and any potential environmental remediation?	The financial analysis should include the costs to make the parcels available for development. An environmental allowance should be included, without knowing the exact cost of the contamination that may be present on the property.
3.	Page 18, section 3.5: If existing environmental contamination is to be considered, what current data is available pertaining to that contamination?	UH and RU do not have a formal environmental assessment/study about the property. An environmental assessment will eventually be required, but is not part of this SOW. That said, we understand that the debris from the demolished properties that were previously located on this campus in the 1960s remain under the surface and should be a consideration.
4.	Page 18, section 3.5: Is there a plan for relocating the current users of the existing buildings on the UH parcels? Will the cost of relocating those tenants need to be estimated and included in the development budget?	An estimate to relocate the existing users should be included in the development budget. Note that the existing buildings include some spaces that are leased by the State to Rutgers, in addition to UH, and contain Rutgers's occupants. They should also be considered when necessary for relocation. The awardee should obtain

		these details from UH and Rutgers following award.
5.	Page 19, section 3.6: IMPLAN is our preferred input-output model for economic impacts. Is that an acceptable model for the Authority? Or would you prefer RIMS II multipliers or another commercial model?	The IMPLAN model is acceptable.
6.	Can Gensler's Draft University Hospital Facility Master Plan be shared with prospective bidders?	Yes, UH will provide the presentation to the awardee.
7.	The latest facility masterplan was presented to the Board of Directors in February of 2023 and it outlined a vision for the parcels mentioned in the RFP. How does that vision dovetail, if at all, with the proposed SOW?	The draft UH Master Plan presented in February 2023 focused on land required for use by the Hospital, which was presented following close collaboration with Rutgers University. Though the UH Master Plan and this SOW consider different parcels, it is anticipated that the SOW would include consideration of the goals and objectives for the UH Master Plan parcels, as well as the Rutgers University Master Plan for Newark to ensure mutually beneficial outcomes.
8.	Are there other competing development plans / visions that the city has considered in the past that the consultant should know about?	Rutgers University issued a Master Plan for Newark, which can be found online here . This should be considered in analyzing the highest and best use of the property, along with the UH Master Plan.
9.	Are there existing site conditions analysis / drawings available for consultant team to work off from?	University Hospital and Rutgers have campus maps that can be provided to the awardee to assist in this review.

Part 2: Additions, Deletions, Clarifications & Modifications to the RFP

No.	Description	Clarification/Modification
1.	Modification to Section 4.2.1 II. C.	The Proposer shall also set forth a detailed work plan that will accomplish the requirements of the Scope of Work, Section 3.0, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the 120 day maximum timeline.

Technical Volume

University Hospital Real Estate Feasibility Study for Select Parcels

New Jersey Economic Development Authority

Technical Proposal | March 8, 2023

Eric Rothman, CEO, Senior Advisor

[REDACTED]

Alex Stokes, Principal-in-Charge

[REDACTED]





March 6, 2023

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

RE: University Hospital Real Estate Feasibility Study for Select Parcels

Dear Selection Committee:

On behalf of HR&A Advisors, Inc. (HR&A), we are pleased to submit this proposal to analyze the feasibility and potential economic impact of redeveloping several State-owned parcels north of Newark University Hospital.

Newark has generated increasing redevelopment and investment interest over the past decade, leading to an uptick in population and employment growth and over 4,000 units of new housing. This success has been achieved in part through close collaboration between the private sector and local and State government, which have awarded tax abatements, tax credits, and grants to support many of the city's recent projects. In addition, city institutions such as Newark University Hospital and Rutgers University-Newark are advancing ambitious plans to invest in the revitalization and expansion of their facilities, both of which will generate substantial economic benefits for Newark and its residents but will require thoughtful funding and partnership strategies.

The redevelopment of the underutilized parcels north of University Hospital has the potential to further advance Newark's momentum in attracting residential and employment growth while helping to complement University Hospital's reinvestment plans. The sites also present an opportunity to support some of the city's priority issues for Newark residents such as affordable housing, quality job opportunities, open space expansion, and neighborhood connectivity.

HR&A is well positioned to support the NJEDA in advancing a vision to redevelop the University Hospital sites in a manner that advances community, hospital, and economic goals. We are a leading real estate and economic development consulting firm with more than 40 years of experience partnering with the public, private and nonprofit sectors to revitalize American cities. Our firm offers comprehensive real estate and economic development services to a range of public and private sector clients, including numerous hospitals, universities, and other institutions.

- **HR&A is an industry leader in real estate and economic development advisory for the public, private, and institutional sectors.** We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad. We understand the importance of linking accretive private investment with public resources, incentives, and investments to support transformative urban redevelopment. HR&A has been involved in evaluating, structuring, and implementing economic development policies across the United States, leveraging such tools to advance economic development goals and maximize public benefit. We have helped support collaborations between developers, the public sector, community stakeholders, and institutions such as the Mayo Clinic in Rochester, Minnesota, MIT, the University of Pennsylvania, and Newark's NJPAC to plan and implement realistic visions for transformative, institutionally anchored mixed-use districts. We are also national leaders in advancing plausible analyses of economic and fiscal impacts and were recently retained by New York City's Economic Development Corporation to help develop a revised fiscal impact methodology to analyze projects seeking City approval and funding.

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- **By guiding major real estate projects from vision to implementation, HR&A maximizes value, benefits, and available funding to ensure each project contributes to the future vitality of a community.** Our analyses have helped guide clients from project visioning through the development of market-feasible redevelopment strategies and ultimately to the successful pursuit of the funding and partnerships required to advance ambitious redevelopment projects. In Detroit, our recent analysis of neighborhood redevelopment feasibility and affordable housing needs helped the City secure a \$30 million Choice Neighborhoods grant to fund the production of substantial new housing and critical neighborhood infrastructure. In Washington, D.C., we served as development advisors to the District government to successfully prepare a re-use plan for the 66-acre former Walter Reed Army Medical Center, which resulted in a transfer from federal to local control and the pending transformation of the site into a vibrant mixed-use community called the Parks at Walter Reed. In Denver, our analysis of market, financial feasibility, and value capture potential helped win approval for \$140 million in TIF and related funding to support the infrastructure required for a new mixed-use, transit-oriented district.
 - **HR&A has an extensive track record in New Jersey supporting reinvestment in communities and institutions.** Our work has ranged from market and feasibility support for the New Jersey Performing Arts Center's planned Arts and Education district to helping to advance the redevelopment of the Hoboken Yards by demonstrating the project's substantial economic and fiscal impacts. We have also supported the development of numerous mixed-use and transit-oriented projects on behalf of both developers and the public sector.

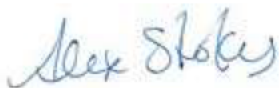
For this project, HR&A will partner with WXY, a multi-disciplinary practice of architects, urban designers, and planners with extensive experience working with city agencies and public authorities on infrastructure and civic design projects, as well as Turner, an international construction services company which will provide cost estimation for each development scenario. Together we will work closely with the NJEDA, University Hospital, and other stakeholders to provide guidance on the potential of the proposed sites to support economic growth, serve community needs, and create synergies with hospital operations.

HR&A is headquartered at 99 Hudson St., 3rd Floor, New York, NY 10013 and is a 100% employee-owned S Corporation incorporated in New York State. We hope you find our team's proposal and qualifications compelling, and we look forward to discussing this opportunity with you. Should you have any questions or comments, please do not hesitate to reach out to Eric Rothman, [REDACTED] or Alex Stokes [REDACTED]

Sincerely,



Eric Rothman
CEO, HR&A Advisors Inc.
[REDACTED]



Alex Stokes
Principal, HR&A Advisors, Inc.
[REDACTED]

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II. Management Overview and Technical Approach to Achieve the Scope of Work

Technical Project Approach

The New Jersey Economic Development Authority (NJEDA) seeks to understand the feasibility and potential economic impact of redeveloping several underutilized parcels adjacent of Newark University Hospital, both as a means of supporting the economic and community development needs of the University Heights and Fairmount neighborhoods and of complementing the ambitious Newark University Hospital facility planning process that is currently underway.

This study takes place amid growing interest from the public and private sectors in investing in Newark. After decades of population decline, the Newark's population increased 12.4% from 2010 to 2020 thanks in part to the delivery of over 4,000 new housing units since 2011. In recent years, Newark has benefitted from the growth of employers such as Audible, Mars, Inc. and Prudential. Due to market conditions and high construction costs in Newark, this growth has been driven in part by collaboration between the private sector and the public sector, including tax abatements, grants, and tax credits. Planned and ongoing infrastructure investments in the area such as a \$190 million Penn station refurbishment and a \$110 million bridge connection between Penn Station and the Ironbound neighborhood will further accelerate redevelopment momentum in Newark.

In addition, Newark University Hospital is currently advancing a transformational vision for \$1.8B in facility reinvestment in coordination with similar expansion and revitalization plans from its partner institution, Rutgers University-Newark. The parcels north of the hospital could play a role in helping to advance University Hospital and Rutgers' visions for the future.

Throughout the city's success in recent years at attracting residents and employers, Newark has intentionally focused on considering equity, health of its residents, and maintaining its cultural diversity in its growth. The City has sought to attract economic opportunity and new residents while addressing the challenges of aging infrastructure, the need for affordable housing, insufficient open space, and adverse climate impacts. Redevelopment of the Newark University Hospital parcels to both advance community redevelopment and complement hospital revitalization plans will require careful consideration of institutional and community needs, market opportunities and constraints, and potential project funding gaps that the public sector may need to address.

Scope of Work

We do not anticipate any particular problems during the term of the contract. To the extent there are outside factors that alter the project schedule or scope of work needs, we are willing to be flexible and work with NJ EDA to find an appropriate solution.

Task 1: Initial Meeting and Visioning Session

Task 1.1 - Kickoff meeting

To initiate our work with NJ EDA HR&A will engage with key members of the client team for a kickoff meeting. This initial meeting will include review of scope, planned deliverables, cadence of meeting check ins and associated schedules.

Initial project priorities will be discussed in this first meeting which will help HR&A align timing and focus for the future visioning sessions.

Task 1.2 Document & Existing Conditions Review

Following the kickoff, HR&A will provide the client team with a data request of any background information that might be relevant to the proposed scope. HR&A will review existing reports on facilities and buildings, previous masterplans and other relevant documentation.

Task 1.3 - Visioning Session

Our approach to real estate assets for institutions is grounded in a belief that real estate value is measured by service to a greater organization vision and mission. Following review of materials provided by the client team, HR&A will host a meeting with relevant parties to discuss values and goals around the development of the UH parcels.

The visioning session will focus on the creation of a set of ideas associated with specific organizational goals. These ideas together with market conditions will be used in development of the proposed program concepts in later task work.

Task 2: Market Soundings Summary Presentation

HR&A will conduct research to identify various stakeholders in the local market who could provide initial context around the uses and environment in which the UH parcels will be developed. These stakeholders may include representatives of the following groups:

- Brokers
- Potential medical office, research, and incubator users
- Real estate developers
- Real estate investors
- Local business leaders
- Other local community members

Once identified, HR&A will conduct roundtables or individual interviews as appropriate to gather information on community needs, potential desired land uses for development, and market dynamics.

Deliverables

- PowerPoint Market Soundings Summary distilling information gathered from interviews and outreach discussions and alignment of outreach conclusions with the UH hospital facility plan

Task 3: Zoning and Highest and Best Use Analysis

In parallel with Task 3.2.1, WXY will create three initial scenarios that conform to the existing INST (Institutional zone and/or meet other economic and community development objectives identified by NJEDA. The draft scenarios will be workshopped with the client and select stakeholders and will cement development assumptions to be further advanced under Task 3.4 Alternative Massing / Development Plans. More broadly, the highest and best use analysis will consider community-centric uses that complement both the existing medical uses and the surrounding residential (R-4), Community Commercial (C-2) and Regional Commercial (C-3) zones.

The initial scenarios will identify the potential tradeoffs of each scheme by analyzing the following components:

- Zoning and Building Code Framework to determine the combination of permitted and/or conditionally permitted uses that may yield the highest and best use of the study area. Any deviation from the permitted uses will be discussed with the client.
- Programmatic Study to understand adjacency and location of proposed programs that complement and create a harmonious connection with the university as well as the surrounding neighborhood. Existing site conditions such as topography and services will be evaluated to the degree that the data is available.
- Circulation and Open Space at articulates a cohesive open space and circulation strategy that reduces vehicular, pedestrian and bike conflicts, and provides ample outdoor social space for the new development. Mobility hubs and complete streets guidelines will be explored as part of the study.
- Building and Bulk Regulations as outlined by The Newark Zoning and Land Use Ordinance to fully understand permitted building types and parameters such as building height, setbacks, lot overage, among other things.

The scenarios will be modeled as 2D and basic 3D blocking for a clear understanding of how all the components would interact. The intent of the three scenarios will be workshopped with the client based on the market analysis and during regular bi-weekly meetings.

Deliverables

- Three highest and best use scenarios including 2-D and 3-D diagrams

Task 4: Market Analysis and Case Study

Task 4.1 – Market Study

Market Study and Program Recommendations: HR&A will first conduct a high-level assessment of local market conditions to inform determinations of the feasibility of and demand for desired future on-site uses. Uses to be evaluated may include:

- Life sciences / medical / research facility
- Multifamily rental or condo
- Retail
- Office
- Light industrial

The real estate market scan will focus on revenue assumptions (e.g., rents, sales prices, vacancy) and recent development trends (e.g., new construction activity, absorption, development pipeline) to determine present conditions and potential future conditions based on the area's recent trajectory as well as growth patterns in similarly situated areas undergoing 'market-moving' events. We will also examine absorption potential over the next 5 years for key uses. HR&A will coordinate with the client and consultant teams to articulate a market-supportable development program (or program scenarios) for the site and project its likely absorption.

Preliminary Residual Land Value of Mixed-Use Development: Based on the market inputs from the Market Study, costs derived from previous comparable projects, and inputs such as program options and objectives provided by other members of the client team, HR&A will develop an initial estimate of residual land values by use considering high-level development scenario net income, horizontal and vertical development costs, capitalization rates, and an allowance for developer profit.

These inputs will evolve as the team's work advances, and will guide financial analysis to occur in Task 6. This valuation exercise is intended to produce preliminary "baseline" market values for the desired uses to inform a proposed program.

Task 4.2 - Case Studies

HR&A will evaluate case studies of hospitals similar to Newark Hospital as well as state research universities with complementary research components and adjacent uses. Case studies considered will have a focus on economic development and direct care services. Case studies will summarize best practices regarding land development and phasing strategies, land use planning, market positioning, infrastructure, funding and financing strategies, including best practices and potential challenges. Bellevue/NYU will be included as one of the case studies.

Deliverables

- Market Study report outlining the markets for selected use cases as well as preliminary residual land value by use to determine development potential.
- Case Study summary report of selected comparable projects outlining best practices.

Task 5: Alternative Massing/ Development Plans

Based on the analysis conducted under previous tasks, WXY team will create up to three massing and development plans. The concept scenarios created under task 2 will be used as a foundation and will be refined further to create strong urban design solutions. The detailed development plans will, at minimum, include:

- Building site strategy that defines variations in bulk orientation, open space & streetscape strategy, access, height, and density.
- Conceptual drawings & massing that include site plans, loaded floor plans and programmatic breakdown, as needed. Concept drawings and 3D massing will comply with existing zoning and envelope requirements or reflect alterations discussed with the client beforehand.
- Parking strategy that outlines on-site and off-site parking strategy to accommodate the projected demand on site. The feasibility of structured parking will be assessed in parallel with the financial analysis.
- Sustainability strategy that will be explored for further deliberation with the client to a degree that they are not cost prohibitive.
- Project phasing that articulates a multi-year implementation and development vision.

WXY team will support HR&A on workshop(s) with NJEDA and other stakeholders as needed. Professional renderings will be billed separately.

Deliverables

- Three conceptual plans in 2D and 3D with accompanying metrics

Task 6: Financial Analysis of Development Plans

Task 6.1 – Sources and Uses Statement for 3 developments

HR&A will integrate cost estimates from Turner into a Sources and Uses statement for the three development scenarios. This statement will outline sources and uses of funding anticipated to be associated with the proposed development, potentially including:

- Acquisition and related costs
- Construction/rehabilitation costs
- Design costs and other soft costs
- Building operating expenses
- Infrastructure improvement costs
- Construction and permanent financing costs, reflecting reasonable interest rate assumptions
- Equity funding
- Debt funding
- Building operating revenues
- Building sale proceeds
- Sources of subsidy (grants, loans tax credits, etc.)

The sources and uses table will detail where funding gaps may require subsidy and test the ability of various potential sources to close funding gaps. These assumptions will be used as inputs in the following Task, Task 6.2.

Task 6.2 – Operating Pro Forma Reports for 3 developments

HR&A will prepare an operating proforma analysis for a set of target uses and typologies identified in coordination with the client team to assess the feasibility and any associated funding gaps associated with both new construction and rehabilitation. Our feasibility analysis will build on our market scan and consider variables identified in development of the Sources and Uses Statements.

Our cash flow analyses for each use will determine the degree to which potential investments involving key target uses could support their own development cost or, alternately, would need one or more incentives and funding tools to achieve development feasibility. Our analysis will also consider standard affordable housing rental formulas and funding sources likely to be available for any affordable and mixed-income housing that may be part of the team's master plan recommendations.

Deliverables:

- Three Sources and Uses statements corresponding with the alternative massing plans
Three financial alternative 10-year operating proformas corresponding with the alternative massing plans

Task 7: Economic Impact Analysis

To support the articulation of benefits to local and regional governments associated with buildout of the UH Parcels, HR&A will estimate economic impacts (jobs, compensation, and economic output) resulting from project construction and operations of the three projected development program agreed to by the Client. We will conduct this analysis for local, regional, and state geographies using the IMPLAN (Impact Analysis for Planning) economic impact modeling system. This analysis will measure:

-
- **Direct Activity:** One-time employment and economic output generated by construction-related spending as well as annual (ongoing) employment and economic output generated by development program operations and operations for the different uses included.
 - **Indirect Activity:** One-time and ongoing employment and economic output generated by industry-to-industry transactions needed to support operations.
 - **Induced Activity:** One-time and ongoing employment and economic output generated by employee spending in the regional economy, including employees of directly and indirectly affected businesses.

Based on the information collected to estimate economic impacts, HR&A will estimate the fiscal benefits of the project in the local and regional environment. Fiscal impacts will focus on individual income taxes, real property taxes, corporate income taxes, and sales taxes associated with activity during construction, ongoing operations.

Deliverables:

- Presentation or briefing book summarizing a public benefits narrative, including economic and fiscal impacts for up to three program scenarios.
- Technical appendix providing overview of methodology and findings of the economic and fiscal impact analysis.

Task 8: Other Partnerships and Relationships

HR&A will recommend a strategy to advance implementation of parcel redevelopment in coordination with a range of stakeholders and partners, potentially including:

- New or expanded University Hospital functions, as set forth in the pending facility plan,
- New or expanded university functions relating to Rutgers University-Newark's expansion plans and those of other Newark institutions, building on existing University Hospital-Rutgers partnerships,
- Private sector and non-profit developers of institutional, commercial, residential, and community uses that may be considered for the sites, and
- Public sector agencies such as NJEDA and the City of Newark's Department of Economic and Housing Development.

Our analysis will detail how coordination among these stakeholders can minimize risk for University Hospital and the public sector in advancing parcel redevelopment.

Deliverables:

- **A Presentation summary outlining a strategy to coordinate among project stakeholders and partners to advance redevelopment**

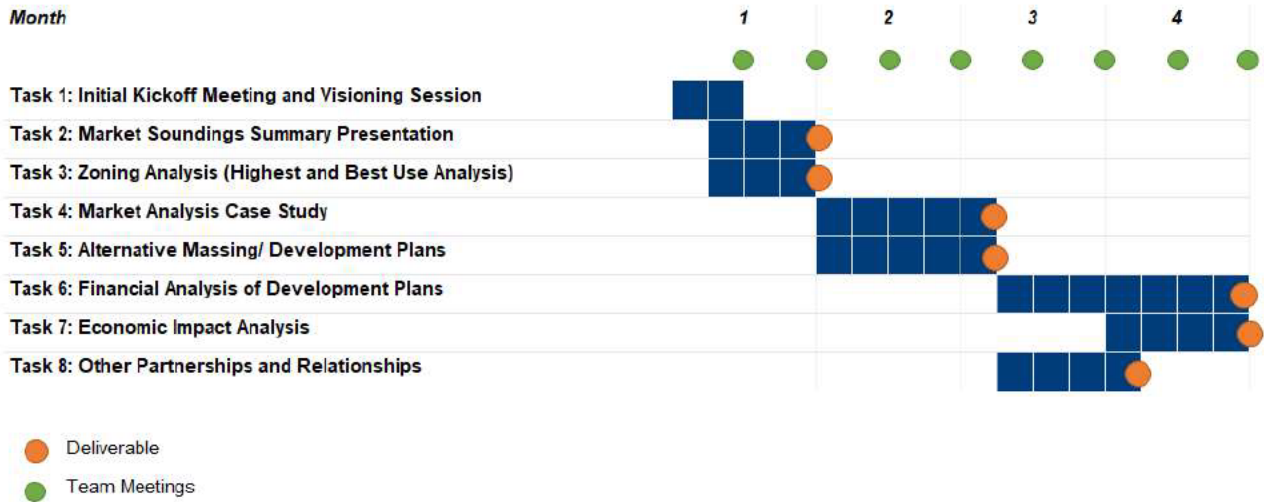
Potential Additional Tasks Beyond Initial Scope of Work

HR&A and our subconsultants are available beyond our initial four-month scope of work to support project implementation, potentially including:

- Further refinement of one or more scenarios following completion of initial scope of work
- Further analysis of potential sources of funding and incentives associated with final scenario
- Support advancing any recommended changes in zoning
- Developer solicitation support

Anticipated Project Schedule

HR&A and our subconsultants are available to complete the above scope of work within a four-month (120 day) timeframe following project commencement. We are available to meet with representatives of NJ EDA and other relevant stakeholders on a biweekly basis or other alternate rhythm that may be preferred, and will review interim deliverables during relevant team check-ins as summarized in the project timeline below.



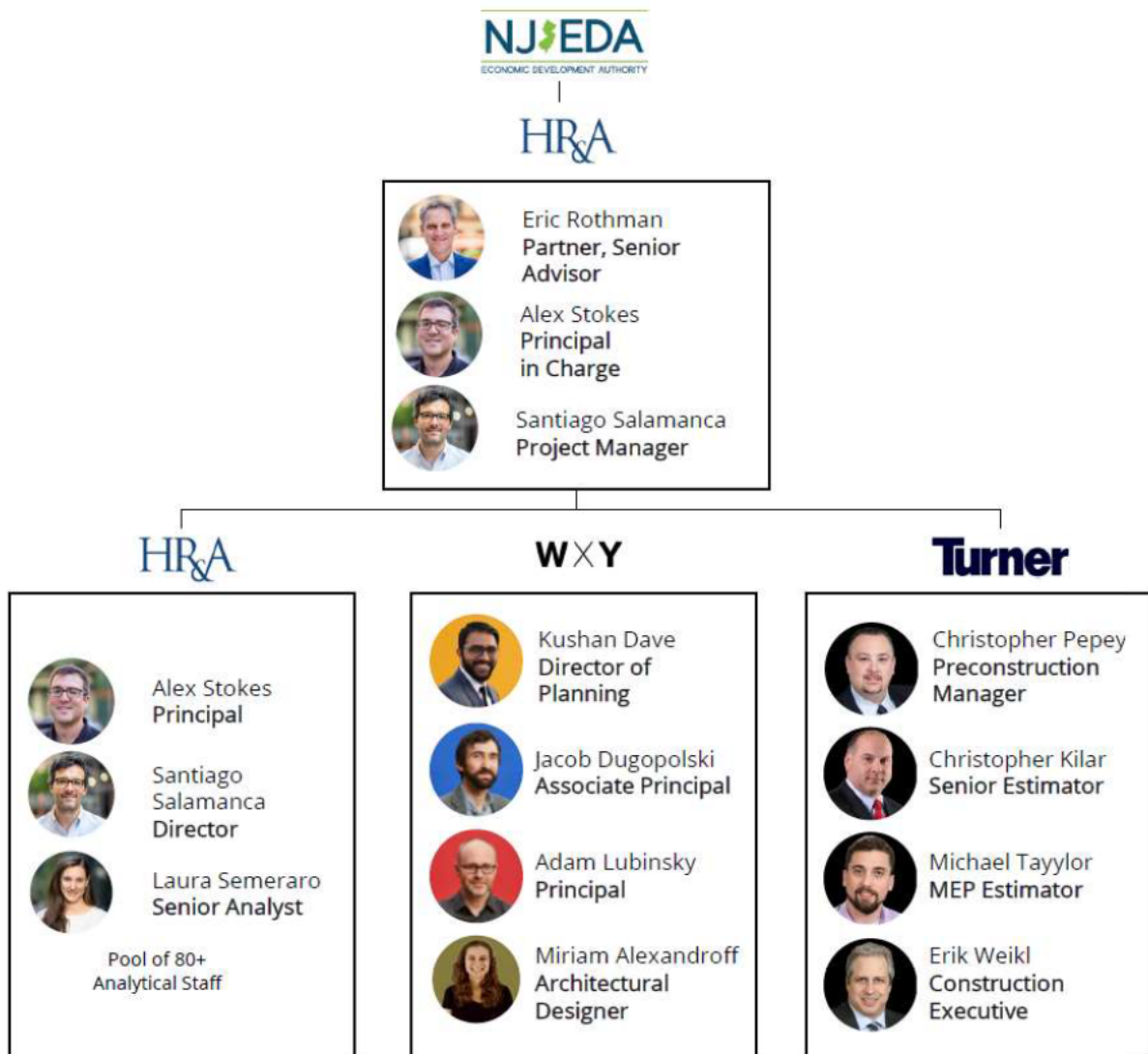
III. Organizational Chart and IV. Key Team Members

III. Team Organization

Our multidisciplinary team has a range of expertise and experience—local, regional and national —that uniquely positions it to deliver this assignment. As team leader and real estate development expert, **HR&A** will oversee the overall assignment, interface with NJ EDA and lead tasks involving initial stakeholder outreach, market analysis, financial analysis, case study analysis, and identification of potential partners.

WXY will lead the Highest and Best Use zoning analysis, coordinating with HR&A’s market sounding work, and the alternative massing scenario portions of the scope. This work will be closely aligned with client and stakeholder vision work led by HR&A.

Turner will lead conceptual cost estimation for each of the three redevelopment scenarios evaluated by the team.



IV. Key Team Member List

HR&A Advisors

- **Eric Rothman** – CEO – Senior Advisor: Eric Rothman will provide overall project guidance and be referred to for his technical expertise and local area knowledge.
- **Alex Stokes** – Principal – Principal in Charge: Alex Stokes will oversee project execution.
- **Santiago Salamanca** – Director – Project Manager: Santiago Salamanca will manage day-to-day operations of the project and be the main point of contact for the client team.
- **Laura Semeraro** – Senior Analyst – Analytic Staff: Laura Semeraro along with additional staff will execute analytical work streams under the guidance of the project management team.

In addition to the above staff, HR&A will assign an analyst team, expected to be one to two additional staff, to the project based on skills and availability. HR&A draws from over 90 analytical staff across five offices to staff project teams and ensures that staff are well aligned with project needs.

Translation of HR&A Positions to NJEDA Standardized Positions:

- Senior Analyst – No. 1 Project Manager
- Director – No. 2 Project Executive
- Analyst – No. 3 Senior Associate
- Research Analyst – No. 4 Junior Associate
- Principal – No. 6 Principal
- Admin – No. 7 Officer
- Partner – No. 8 Partner

WXY – Subcontractors

- **Adam Lubinsky** – Principal – Adam will serve as the Project Principal-in-Charge.
- **Jacob Dugopolski** – Associate Principal – Jacob will serve as the zoning and compliance lead.
- **Kushan Dave** – Director of Planning – Kushan will serve as the Project Manager and urban design lead.
- **Miriam Alexandroff** – Architectural Designer – Miriam will focus on the streetscape and public realm and serve as the production lead.

Translation of WXY Positions to NJEDA Standardized Positions:

- Senior Designer – No. 1 Project Manager
- Associate Principal / Director – No. 2 Project Executive
- Junior Designer – No. 4 Junior Associate
- Principal – No. 6 Principal

Turner – Subcontractors

The Turner team will provide preconstruction services for the consultant team.

- **Christopher Pepey** – Preconstruction Manager
- **Christopher Kilar** – Senior Estimator
- **Michael Taylor** – MEP Estimator
- **Erik Weikl** – Construction Executive

Translation of Turner Positions to NJEDA Standardized Positions:

- Senior Estimator – No. 1 Project Manager
- Preconstruction Manager – No. 2 Project Executive
- MEP Estimator – No. 4 Junior Associate
- Construction Executive – No.6 Principal

V. Resumes of Key Team Members



Eric Rothman | Chief Executive Officer

HR&A CEO Eric Rothman brings three decades of experience in providing economic development and public-private real estate development consulting, servicing governmental entities, and advising on transportation and public finance projects across North America and in the United Kingdom. He serves as Chair of the Urban Land Institute's national Public-Private Partnership Council and is a nationally recognized expert in transit-oriented development. Eric has led the firm's efforts to redevelop the Capitol Riverfront District and former Walter Reed Hospital sites in Washington DC, St. Paul, Minnesota's historic Union Depot, and 30th Street Station in Philadelphia. He has provided economic development strategies for the cities of New York, Newark, Austin, Pittsburgh and Los Angeles.

Pronouns: He/Him/His

Education

Harvard University, John F. Kennedy School of Government, Master of Public Policy, 1997

Princeton University, Bachelor of Arts, Public and International Affairs, summa cum laude, 1993

Work Experience

HR&A Advisors, Inc., 1997 – 2001, 2004 – Present

Transport for London, Efficiencies Champion, 2003 – 2004

Transport for London, Head of Business Planning, 2001 – 2003

MTA Metro-North Railroad, Planning and Development, Intern, Summer 1996

MTA NYC Transit, Capital Program Development, Analyst, 1994 – 1995

Goldman, Sachs & Co., Mortgage and Asset Backed Securities, Financial Analyst, 1993

Affiliations

Urban Land Institute, Public Private Partnership Council, Chair

Urban Land Institute, New York, Advisory Board Member

Design Trust for Public Space, Past Chair

KaBOOM!, Board Treasurer

Newark Master Plan and Business Databook, NJ

Led an update of the Economic Growth Element of the City of Newark's first Master Plan since 1964. Recommendations focused on promoting and removing barriers to economic growth in Newark in a range of industries. The Master Plan was adopted by the City in September 2012. Additionally, engaged by the Brick City Development Corporation (BCDC) in coordination with the Newark Regional Business Partnership (NRBP) to create a data book for the City of Newark's business attraction efforts.

New Jersey Performing Arts Center Real Estate, Newark, NJ

NJPAC was always conceived as both a performing arts center and a catalyst for economic development. NJPAC has long controlled surrounding property which was intended for residential and other development to support NJPAC and broader community needs. NJPAC engaged HR&A to prepare a market analysis and structure a request for proposals for a private development partner for its mixed-use Arts & Education District that resulted in the selection of L+M Development Partners.

Developer Selection for The College of New Jersey

Provided real estate development consulting services to The College of New Jersey to evaluate private development proposals for a planned "Campus Town" expansion including housing and retail amenities for the campus and surrounding community. Advised on project feasibility and financial structure, credit impact and negotiation of a public-private development transaction that successfully leverages the 2009 New Jersey State Higher Education Partnership Act. The selected developer broke ground on Campus Town in September 2013 and the project opened in time for the 2015-16 academic year.

Walter Reed Army Medical Center Reuse Plan, Washington, D.C.

On behalf of the District of Columbia Office for Planning and Economic Development, served as development advisor for the Walter Reed Army Medical Center re-use plan, a 68-acre site that will transfer from the Army to the local government. Led a team of real estate market and development experts to assess the market potential for the site, conduct financial feasibility analysis of redevelopment opportunities, and make

References

Sean Massey
Senior Director, Transit Oriented
Development NJ Transit

[REDACTED]

Tim Lizura
SVP Real Estate & Capital Projects,
NJPAC

[REDACTED]

Anthony Marchetta
Former Director for Development
LCOR

[REDACTED]

recommendations regarding the implementation and financing of the proposed re-use plan. Following completion of the Plan in 2012, the District of Columbia designated a Master Development team in 2013, the property was conveyed in 2015, and the master developer broke ground in 2017.

NJ Transit Transaction Advisory

Strategic and transactional advisor to NJ TRANSIT (NJT) on developer negotiations for proposed transit-oriented developments (TOD) around four stations. Evaluated offers to estimate potential revenues to NJT and assess the alignment with NJT's TOD goals. Compared proposals to property appraisals and physical site studies commissioned by NJT, as well as national best practices in TOD transactions. Recommended alternative terms for ground lease structures and advised NJT on appropriate levels of development risk to assume in these transactions. In addition, advised NJT on specific counterproposal offers and negotiating strategies to achieve NJT's TOD goals. The first phase of the Somerville Station TOD opened in 2021; negotiations between NJT and the developers at other stations are ongoing.

Economic Advisory for Hoboken Yard, Hoboken, NJ

Forecasted the fiscal and economic impacts of a major, mixed-use, transit-oriented development in Hoboken, New Jersey on the city, county, and state. The redevelopment—resulting from a public-private partnership with NJ TRANSIT and master developer LCOR—incorporates residential and commercial development, historic re-use and preservation, infrastructure improvements, new public open spaces, and improved intermodal transportation connections at Hoboken Terminal.

Fort Monmouth Reuse Plan, Monmouth County, NJ

For the Fort Monmouth Economic Revitalization Authority, supported the preparation of an operations and business plan for the entire Fort Monmouth property, an installation of the Department of the Army located in Monmouth County, New Jersey. Provided an updated real estate market analysis and developed an updated economic and fiscal impact analysis and assessed state and local investment opportunities for public private partnerships to implement the reuse plan.

Pier Village Public-Private Partnership Structuring, Long Branch, NJ

Advised the City of Long Branch on its decision to invest in the proposed \$195 million third phase of Pier Village, an award-winning mixed-use development on the Jersey Shore. Supported negotiations, tested the developer pro forma to identify an appropriate subsidy, and constructed the public policy case underpinning a \$25 million City investment approved by city council, including new public realm amenity, new City-controlled parking for visitors, fiscal revenues, and contribution to the overall economic development of the city.



Alex Stokes | Principal

Alex advises public and private-sector clients on strategies to leverage real estate assets for economic development and urban revitalization. He has conducted numerous real estate market and financial feasibility analyses and has developed financial models to determine real estate valuation and construction feasibility. Prior to joining HR&A, Alex served as a financial advisor to state and local housing finance agencies.

Pronouns: He/Him/His

Education

Université Paris-Dauphine, Masters in Real Estate, 2007 – 2008

Harvard University, Bachelor of Arts, History, 2003 – 2007

Work Experience

HR&A Advisors, Inc., 2010 – Present

Caine Mitter & Associates Incorporated, Financial Advisor to Affordable Housing Agencies, 2008 – 2010

Affiliations

University of Pennsylvania, School of Design, Lecturer, 2015 – Present

References

Tom Evans
Executive Director, Cambridge Redev. Authority



Brent E. Jenkins
Former Vice President, LCOR



Melissa Pumphrey
Sr. Vice President, NYCEDC



Economic Advisory for Hoboken Yard, Hoboken, NJ

Forecasted the fiscal and economic impacts of a major, mixed-use, transit-oriented development in Hoboken, New Jersey on the city, county, and state. The redevelopment—resulting from a public-private partnership with NJ TRANSIT and master developer LCOR—incorporates residential and commercial development, historic re-use and preservation, infrastructure improvements, new public open spaces, and improved intermodal transportation connections at Hoboken Terminal.

NYCEDC Fiscal Impact Methodology Update, New York, NY

Advised the New York City Economic Development Corporation (NYCEDC) on updates to their approach to assessing the fiscal impacts of City-assisted real estate projects. The revised methodology built on an evaluation of different approaches to measuring fiscal impacts, stakeholder interviews that benchmarked NYCEDC’s approach with peer agencies around the country, updated assumptions on job densities by industry and use, and ways of determining “net new” impacts for construction and ongoing operations (the latter developed in collaboration with Deloitte, a subconsultant)..

Alternative Development Analysis, Long Island City, NY

Developed alternative development and disposition strategies to guide the management of a large portfolio of properties located in Long Island City, Queens owned by the Plaxall corporation. Established the owner’s short- and long-term objectives, evaluated the existing land use and financial performance of the portfolio, and developed a series of alternative actions for the client to consider, with an estimate of the relative return on investment for each. Additionally, reviewed these strategies with community stakeholders and city leadership.

Development Advisory for Santa Monica's Ocean Avenue Project

For the City of Santa Monica, directed peer reviewed economic and financial analyses for a proposed Frank Gehry designed mixed-use development project in the city. Located on 1.89 acres, the Project would include a hotel, residential apartments, cultural uses, retail and dining, open space and a publicly accessible rooftop observation deck in the city’s downtown district. To understand the broader economic and fiscal benefits the project would bring to residents and the city, quantified the net fiscal and economic

impacts of the Project as compared to a hypothetical baseline scenario based on allowable zoning. In addition, performed a peer review of the developer's Project pro forma to inform negotiations around the provision of community benefits as part of the Project. The results of HR&A's analyses were presented at Santa Monica City Council in July 2022, leading to a unanimous vote from councilmembers to approve the Project.

Fiscal Impact and Financing Strategy for Mixed-Use District, Denver, CO

Advised Broadway Station Partners – the owners of a 40-acre former industrial site adjacent to Broadway Station, on master plan development, site entitlement, and public infrastructure financing related to a planned 4M SF mixed-use development. Prepared a detailed financial model to project value-capture financing capacity for infrastructure development, including the use of tax increment financing (TIF) and revenues from the local Metropolitan District, a special taxing district. Assessed the impact of development program, phasing, local market indicators, financing structure, and numerous other factors on potential capital sources and horizontal development feasibility. This analysis became the basis for the developer's tax increment financing negotiations with local public authorities. In October 2017, Denver City Council unanimously approved the \$140 million public infrastructure financing request, including the second largest TIF package approved in Denver (\$90 million).

Feasibility Analysis for Overbuild at Sunnyside Yards, Queens, NY

Explored the feasibility of creating a mixed-use community over Sunnyside Yards, an approximately 180-acre open rail yard located in Queens, New York. Examined the demographic, economic, and real estate context of the Yards and surrounding communities, which included an assessment of commercial and residential activity, as well as a study population and employment growth. Projected revenue and absorption potential of suggested land-uses, and evaluated the financial feasibility and value capture potential of multiple development scenarios for a range of investors, including private developers, the City, and the Yards landowners.

Lakepointe Feasibility and Benefits Analysis, Kenmore, WA

Supported the City of Kenmore and Weidner Apartment Homes to advance planning and negotiations around a proposed transformative, mixed-use development on the Lake Washington waterfront requiring public-private partnership to support significant remediation and infrastructure costs. Led development of a multi-year pro forma analysis to test the financial feasibility and measured the economic and fiscal impacts of three development scenarios for the waterfront site to support the City of Kenmore's decision-making process around entering into their first large-scale public private partnership.



Santiago Salamanca | Director

Santiago works with cities, developers, and institutions to create value for their communities by crafting strategies for infrastructure, public policy, and real estate development. He contributes expertise in market research, financial modeling, and feasibility analysis. He has advised clients across the US assessing the local real estate market, identifying potential catalytic development sites, estimating financial feasibility of development scenarios, and recommending public and private actions needed to advance key opportunities. Santiago earned his master's degree in City and Regional Planning from Pratt Institute. He previously obtained a Degree in Economics from Universidad de los Andes.

Pronouns: He/Him/His

Education

Pratt Institute, Master of Science in
City and Regional Planning, 2017
Universidad de los Andes, Bogotá,
Colombia, B.S. in Economics, 2009

Work Experience

HR&A Advisors, Inc., 2018 – Present
Institute for Transportation and
Development Policy, International
Consultant, 2017 - 2018

UPROSE, Urban Planning Fellow, 2016
– 2017

Pratt Institute, Graduate Assistant,
2015 – 2017

La Trocha, Real Estate Asset &
Financial Manager, 2011 – 2015

Acción Fiduciaria, Office Manager,
2011

Acción Fiduciaria, Business Analyst,
2010

Affiliations

American Planning Association,
Member

Urban Land Institute,
Member

Long Island North Shore Redevelopment Project

On behalf of one of the largest real estate property owners and developers in the New York, provided financial analysis services to support the draft environmental impact statement (DEIS) of a residential development project on the North Shore of Long Island. As part of the DEIS, tested the feasibility of alternative redevelopment scenarios at the project site and conducted an independent financial feasibility analysis. Developed a discounted cash flow financial model and calculated the financial returns for the developer after accounting for the proposed infrastructure upgrades. After the DEIS, the developer's proposal was approved, and the project is expected to start construction in 2024.

Rhode Island Avenue Redevelopment Impact Analysis, Washington, DC

Performed an economic and fiscal impact study for the planned redevelopment of an underutilized site near the Rhode Island Ave-Brentwood Metrorail station, planned to include more than four million square feet of new multifamily, office, hotel, and retail development. Projected the impacts of one-time construction and permanent ongoing activity associated with the redevelopment and estimated direct, indirect, and induced jobs and economic output in Washington, DC, as well as the incremental property, hotel, sales tax, and personal income tax revenues accruing to the City as a result of the redevelopment and new on-site workers. The findings of this analysis are being used to communicate the benefits of redevelopment and support ongoing discussions between the developer and the City to establish an agreement on public benefits and amenities to be included as part of new development.

Rent Regulations Analysis, New York City, NY

On behalf of the Real Estate Board of New York (REBNY), led a multi-pronged study of the existing rent-regulated housing landscape in order to assess proposed revisions to the law and to inform REBNY's policy goals for the 2019 State legislative session. Assessed New York City's rental housing market and mapped the distribution of units and rents across geographies, typologies, and regulation statuses. Produced a series of representative base-case pro-formas based on building typologies identified in the housing

References

Tom Evans
Executive Director, Cambridge Redev.
Authority

Basha Gerhards
Senior Vice President of Planning, REBNY

Jing Yeo
Planning Manager, City of Santa
Monica

assessment, allowing an analysis of the effects of proposed changes, including impacts on building conditions, capital investment, and housing supply, job creation and tax revenue.

Cambridge Redevelopment Authority On-Call, Cambridge, MA

On behalf of the Cambridge Redevelopment Authority ("CRA"), acting as the on-call real estate adviser. Assisting CRA in analyzing short-term and long-term real estate development strategies to support the strategic business direction of the organization. Advising on negotiating strategy and proposed deal terms between a private developer and CRA, reviewing and recommending potential strategies to preserve a key affordable office property, and assessing the potential for new development to financially support a local non-profit organization while advancing CRA objectives. Continuously advises on real estate issues since 2019 as requested by CRA.

Equitable Transit-Oriented Development (eTOD) Feasibility Study, Akron, OH

On behalf of the METRO Regional Transit Authority, collaborated with MKSK to assess the feasibility of an equitable TOD (eTOD) strategy as part of METRO's and the City's efforts to draw activity to Downtown Akron.. First, led a market analysis to identify development opportunities and determine highest and best uses for each of three selected sites. Built a multi-phase financial model to test the financial feasibility of preferred concepts at each site - including affordability mixes and incorporation of community facilities -- and to evaluate the impact that land value capture tools and other public, private, and philanthropic funding and financing sources could have on project feasibility. Analyzed the economic and fiscal benefits of implementing the eTOD strategy as well as its benefits to the Downtown Akron community and urban environment, to evaluate the case for public investment. Ultimately developed an implementation framework for METRO and its partners to pursue in the next five-plus years.

I-5 Freeway Lid Feasibility Study, Seattle, WA

On behalf of the City of Seattle's Office of Planning and Community Development, supported a multidisciplinary team in completing a feasibility study for a freeway lid that would cover a ¾-mile stretch of the I-5 freeway through Downtown Seattle. Led the real estate market analysis to understand supportable demand and absorption potential for a variety of uses on the lid. Building on the market analysis findings and an engineering study of the structural capacity of the lid, led by team leader WSP, developed test program scenarios. Led financial feasibility testing for each scenario, including the viability of incorporating policy goals and covering lid infrastructure costs under alternative development programs. Also supported the consultant team's economic impact analysis, evaluation of funding and financing approaches, and best practices for lid governance. The final report was released on March 2021 (link to the [report](#)).



Laura Semeraro | Analyst

Laura Semeraro is an Analyst based in HR&A's New York City office, where she provides research and analytic support for HR&A's real estate, affordable housing, and economic development projects. Within her role at HR&A she works to advise private and public sector clients on economic and development decisions. Laura has a background in real estate development, urban planning and civil engineering and prior to HR&A worked on development projects in the New York metropolitan area.

Pronouns: She/Her/Hers

Education

Columbia University, Graduate School of Architecture Planning and Preservation, Master of Science, Urban Planning, 2019
Columbia University, Graduate School of Architecture Planning and Preservation, Master of Science, Real Estate Development, 2019
University of Notre Dame, Bachelor of Science, Civil Engineering, 2013

Work Experience

HR&A Advisors, Inc., 2020 – Present
Shorewood Real Estate Group, Analyst, 2019 - 2020
Hines, Graduate Student Intern, Feb. 2018 – Dec 2018
Langan Engineering and Environmental Services, Staff Engineer, 2013 – 2016

References

Sasha Curl
Deputy Mayor Economic Development Richmond, CA



Bob Hughes
Founding Partner & Principal, HGOR



Benjamin "B.J." Jones
President & CEO, Battery Park City Authority



Battery Park City Authority Real Estate Advisory Services, New York, NY

HR&A serves as an on-call real estate advisor to the Battery Park City Authority (BPCA), which manages a 92-acre mixed-use neighborhood in Lower Manhattan. The Authority faces several complex public policy and real estate questions, including sustainability, resiliency, and affordable housing, the structure and terms of long-term ground leases, and planning for district-level capital investments. Primary support to date has involved transactional support in renegotiating ground lease terms and rental affordability.

Richmond, CA Economic Development Action Plan

On behalf of the City of Richmond, developing a Business Recovery Action Plan and Business Development Strategy. Conducted a series of direct engagements to assess changing business needs and gaps in service provision for Richmond's small businesses prior to and as a result of the global pandemic. Focus groups included BIPOC owned businesses and microbusinesses. The assessment included a comprehensive economic analysis on COVID impacts including job loss, impacted industries, and industry potential for future growth. The Business Recovery Action Plan provided near-term recommendations and the Business Development Strategy provided strategies for business investment and attraction to enhance equitable outcomes for business owners and residents.

Rowen Foundation, Inc., Gwinnett, GA

Serving as the retained operations team of the Rowen Foundation under a multi-year contract responsible for launching a new 2,000-acre Innovation community within the Atlanta Metro Region. HR&A leads all aspects of the project including operations, governance, real estate development, and public-private partnership activities spanning the state of Georgia and multiple higher education institutions.

Adam Lubinsky, PhD, AICP

Principal



Adam Lubinsky is a principal at WXY, with more than 15 years of experience leading large-scale master plans, strategic visioning projects, and development analyses for public and private sector clients, including extensive work for and coordination with municipalities and city agencies, community development corporations, institutions, and private developers.

Education

2009: University College of London, Bartlett School of Graduate Studies, Ph.D.

2001: Columbia University, Graduate School of Architecture, Planning & Preservation, M.Arch.

1994: Brown University, Bachelor of Arts, Magna Cum Laude, Phi Beta Kappa

In recent years, Adam has undertaken major projects in New York City such as the Bowie and Vicinity Area Master Plan, Brooklyn Tech Triangle Strategic Plan, Brooklyn Navy Yard Master Plan and the Anable Basin Special District. Adam's work with Anable Basin and the Brooklyn Navy Yard including development analysis focused on the land use and re-zoning approaches. He also helped to spearhead complex community-based strategies such as the East Harlem Neighborhood Plan and the New York City Educational District 15 Diversity Plan.

Adam is an accredited planner (AICP) and an Associate Professor of Professional Practice at the Columbia University Graduate School of Architecture, Planning and Preservation. He was a visiting faculty member at Cornell University, Columbia University, The New School, and the Bartlett School of Architecture. Adam is a Fellow of the Urban Design Forum and was named by Fast Company as one of 2017's Most Creative People in Business.

Professional Experience

2011-present: WXY, Managing Principal
2009-2011: URS Corporation, Deputy Head, Economics and Development Planning

2008-2009: University College London, Bartlett Planning & Architecture, Teaching Fellow

2005-2008: Urban Practitioners, London, Director

2004-2005: Era Ltd, London, Project Manager 2001

2001-2003: Sam Schwartz Company LLP, New York, Project Manager

Selected Publications

- 2016: Big Dreams in a Post-Master Planning World in Architect d.b.a., Center for Architecture Press
- 2016: East Harlem Neighborhood Plan, Office of the Speaker of the NY City Council
- 2014: Ten Steps to Creating a Conversation: Community Design for Affordable Homes and Sustainable Places, 2014, US Department of Housing and Urban Development, Corporation for Supportive Housing and Court Monitor James Johnson (US ex rel. ADC v. County of Westchester)
- 2013: Brooklyn Technology Triangle Strategic Plan
- 2012: East River Blueway Plan, Manhattan Borough President's Office
- 2012: Sunset Park Brownfields Opportunity Area Step 2 Nomination Study
- 2010: Challenges to Achieving Low Carbon Objectives & Implementing Decentralised Energy in Central London (Central London Forward)

Conferences and Lectures

- 2017: "The New Mobility," CityAge, Washington DC
- 2017: "EVs, AVs and Ride-Sharing," American Planning Association New York Metro Chapter Conference
- 2016: "Strategic Planning + Urban Design = Economic Development," a presentation to CityAge Los Angeles
- 2015: "Digital Democracy and Public Engagement," a presentation at the American Planning Association annual conference
- 2015: Big Dreams: The Master Plan in Architecture at the New York Center for Architecture, March 2015

References

Sally Gilliland | Principal
The Hudson Companies Inc.

Wendy Neu
Chairman /CEO Hugo Neu Group

Paula Kirby
Managing Director, Plaxall

Jacob Dugopolski AIA, AICP, LEED AP

Associate Principal



Education

2011: Yale University, School of Architecture, M.Arch. I

2006: University of Michigan, Taubman College of Architecture and Urban Planning, BS in Architecture

Professional Registration

New York: #035753

Professional Associations

Member, American Institute of Architects

Member, American Institute of Certified Planners

LEED AP, BD+C

Jacob Dugopolski manages architecture and urban design projects for WXY with over ten years of experience with the firm. He has worked with multiple private developers and city agencies focusing on innovation in the design and planning of buildings, public spaces, and cities.

Jacob leads the firm's zoning and pre-construction work from master plan studies in Brooklyn to multi-family development in the Bronx. He led the Anable Basin Special District and the Peninsula Mixed-Use Campus through ULURP and most recently a site in the Soundview section of the Bronx. He has led waterfront studies for Seaport City and the East River Blueway Plan, as well as a number of zoning analyses, ranging from the North Brooklyn Industrial Business Zone, to Manhattan's Pier 40, to the Far Rockaways. He also led WXY's submission for an ideas competition for Grand Central Terminal: The Next 100, which was presented at the MAS: Summit for NYC.

Jacob came to WXY with over three years of experience in architectural design, urban design, ecology, and construction management. His project experience ranges from conservation architecture in Barcelona and Dublin to community development in New Haven. With KieranTimberlake he was involved through all phases of the renovation and addition to Morse and Stiles Colleges. At Yale, he was the Project Manager for the Building Project and was chosen as the Parsons Award winner for excellence in urban design.

Professional Experience

- 2011-present: WXY architecture + urban design, Associate Principal
- 2010-2011: Yale Urban Design Workshop, New Haven, CT, Student Assistant
- 2010-2011: Yale Law School Community and Economic Development Clinic, Dixwell Corridor Community Partners / Dixwell Plaza Merchants Association, New Haven, CT
- 2010: Harrison Atelier, New York, Intern
- 2009: Yale Building Project, New Haven, CT, Project Manager and Intern
- 2008: AV62 Arquitectos, Barcelona, Spain, Intern
- 2006-2008: KieranTimberlake Associates LLP, Philadelphia, PA, Intern
- 2005: Paul Arnold Architects, Dublin, Ireland, Intern
- 2004: Joaquin Ornelas Design, Santa Barbara, CA, Intern
- 2003: Clark Construction Company, Lansing, MI, Assistant Supervisor

Professional Certification

- 2016: AICP Certified Planner
- 2013: LEED Accredited Professional with Building Design + Construction Specialty
- 2012: Registered Architect
- 2006: LEED Accredited Professional, US Green Building Council

Academic Experience

- 2013-present: Teaching Fellow with Claire Weisz and Adam Lubinsky, Cornell NYC Urban Design Studio
- 2009-2011: Teaching Fellow, Introduction to Planning and Development, Yale School of Architecture
- 2010-2011: Teaching Fellow, Study of the City, Yale College

References

Sally Gilliland
Principal, The Hudson Companies Inc.

Wendy Neu
Chairman/CEO Hugo Neu Group

Tracy Capune
Vice President Kaufman Astoria Studios



Education

2015: Cornell University,
College of Art, Architecture &
Planning, Master of City And
Regional Planning

2010: Saurashtra University,
Bachelor of Architecture

Kushan first joined WXY in 2015 and then again in 2019 as Director of Planning. Kushan has a background in architecture and planning and has used his wide array of skills to develop innovative processes that integrate urban design, land use, transportation and economic development to help clients craft creative solutions for planning and policy decisions. Over the years, Kushan has collaborate with other subject matter experts to provide strategic and sustainable solutions for capital investment projects in the U.S., Canada, China, India and Latin America.

At WXY, Kushan is currently leading master planning projects in Maryland including envisioning a transit oriented district at the MARC station, and student housing for the Bowie University. In the metro New York context, Kushan has led and collaborated on large-scale, master planning and design projects including Anable basin, Kearny Point, The Peninsula, and the North Brooklyn Industrial Innovation Plan that adopt a cross-sectoral approach.

In his previous professional role at AECOM, Kushan has led smart city studies such as the Smart Growth Development Vision in Chengdu (China), New Yangon Development Vision for Yangon city (Myanmar), Smart Growth Model for Monterrey (Mexico) and Downtown Gameplan Vision for Flint (Michigan, USA). Kushan’s approach combines data, analytics and design through an iterative process that comprehensively assesses for sustainability.

In addition, 2012, Kushan cofounded ModRoof, an affordable roofing systems company that recycles packaging and agricultural waste to provide affordable solutions to urban and rural areas around the world. He has also worked as a project leader for the architecture firm Rahul Mehrotra & Associates in Mumbai, India, and as an urban planner in the urban analytics practice at AECOM in Washington, D.C.

Professional Experience

- 2019-present: WXY, Director, Planning Washington, D.C. + NYC
- 2017-2019: Urban Planner, Urban Analytics, AECOM, Washington D.C.
- 2015-2017: WXY, Urban Planner / Urban Designer, New York, NY
- 2012-2013: ModRoof, CoFounder, Ahmedabad, India
- 2010-2012: Rahul Mehrotra & Associates Architects, Mumbai, India

Selected Panel Presentations

- 2020: Post COVID Toolkit, MBIA, MD
- 2019: Digital Gameboards, ESRI GeoDesign Summit
- 2018: Activating Distributed Energy, Energy Days, Penn State University, PA
- 2018: Envision Tomorrow, Georgetown University, D.C.
- 2016: Cities, Places & Technology, Speaker Series, Cornell University, Ithaca, NY
- 2016: Innovation Paradox, New York University, NY
- 2015: NYCHA: Innovative Approach to Planning, Design and Policy, Urban Design Summer Event Series, Columbia University, NY
- 2015: Environmental Threats in Great Lakes Basin, 26th Winter Environmental Conference, Clayton, NY
- 2014: Downtown Ithaca Revitalization, Center for Real Estate & Finance, Cornell University

Selected Publications

- 2016: Integrated Strategies to Address Emerging Freight and Delivery Challenges in New York City, NYSERDA
- 2016: North Brooklyn Industrial Innovation Plan, New York City Department of City Planning
- 2015: Shape Your Waterfront: How To Promote Access, Resiliency and Ecology. Waterfront Alliance
- 2014: A New Era of Crude Oil Transport: Risks and Impacts in Great Lakes Basin, Community and Regional Development Institute, Issue # 15
- 2010: “Idea of a City : Morphological study of Bhopal, India”, Undergraduate Thesis at Saurashtra University

References

Greg Reaves
CEO Mosaic Development Partners,
JV, LLC

Claire Worshtil
Lead Strategic Par Planner,
Maryland-National Capital Park and
Planning Comission

Chris Farkas
Chief of Operations Hillsborough
County Public Schools

Miriam Alexandroff

Architectural Designer



Education

2019: Harvard University
Graduate School of Design,
M.Arch

2015: Washington University in
St. Louis, B.S. in Architecture,
Urban Design Minor, Summa
Cum Laude

Miriam joined WXY in 2019 as a Architectural Designer with a background in resilience design and climate change adaptation.

At WXY Miriam's main focus has been working on the Captiva Campus - Adaptation Campus Master Plan, designing an adaptation strategy for existing buildings onsite and possible design of a new facility for the foundation. Miriam is also currently working on floodproofing for the New York Economic Development Corporation South Brooklyn Resiliency project. She also assisted in construction documents/ permit package for the Jacob K. Javits Convention Center Expansion and the Bronx Music Hall development which included a 14,000 sq. ft. performance venue, affordable housing and community facilities. Miriam also completed the design of furniture, fixtures, and equipment for the League of American Orchestras. Miriam has also played an integral role in urban design, planning and rezoning projects including the Brooklyn Navy Yard Special District, Rogers Streetscape and Alleyway Activation Plan, the Kay Bailey Hutchinson Convention Center in Dallas, TX, and various rezoning and redevelopment projects in Queens, NY.

Prior to WXY, Miriam was awarded the Peter Rice Fellowship, serving as an intern in the Renzo Piano Building Workshop Paris location. There she assisted in the development of a unitized facade system for a mid-rise office building in London, UK, and developed the public realm through Revit. Miriam also worked at SHoP Architects as a Junior Designer on a high-rise residential building and facade in Revit.

Miriam has a Masters in Architecture from the Harvard University Graduate School of Design, where she is currently mentoring the Women in Design program that she helped to initiate.

Professional Experience

- 2019 - present: WXY Studio, Architectural Designer
- 2018: Renzo Piano Building Workshop, Peter Rice Fellowship Intern (Paris)
- 2017: SHoP Architects, Junior Designer Intern
- 2016: Superkül, Architectural Assistant Intern (Toronto)

Academic & Leadership Experience

- 2018 - 2019: Womxn in Design, Alumnae Outreach Chair, Student GSD group, Harvard University
- 2019: Climate Change Resilience and Adaptation, Teaching Assistant, Harvard University GSD
- 2018: NAAB Professional Practice, Teaching Assistant, Harvard University GSD

Recent Awards & Honors

- 2019: KPF Paul Katz Fellowship
- 2017-2019: John E. Irving Fellowship
- 2018: Peter Rice Fellowship
- 2017: Plimpton-Poorvu Design Prize, Finalist

Skills

- Digital Modeling: Revit Architecture, Rhinoceros 3D
- Model Production: CNC milling, 3D printing, woodshop, traditional model making

References

Tracy Capune
Vice President Kaufman Astoria
Studios

Regina Myer
President, Downtown Brooklyn
Partnership

Shani Leibowitz
Senior Vice President, Brooklyn
Navy Yard Planning &
Transportation



PRECONSTRUCTION MANAGER

CHRISTOPHER PEPEY

Education
B.S., Civil Engineering from Polytechnic University

Certifications
AED / CPR / First Aid Certified
LEED AP BD+C
OSHA 30 Hour

Industry Experience
27 Years

References
Matthew Sweeney
Facilities Management | RWJBarnabas Health

Jim White
SVP, Development | 1888 Studios

Aaron Oswald
Director of Engineering & Facilities | Legend Biotech



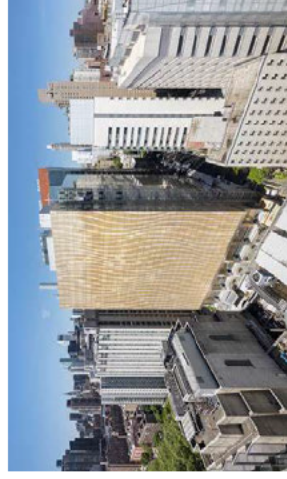
RWJBARNABAS HEALTH NEWARK STRONG PROJECT AT NEWARK BETH ISRAEL MEDICAL CENTER NEWARK, NJ
108,000 sq. ft. | clinical and support departments | reconfiguring existing traffic flow | lobby | emergency department | diagnostics | surgical | critical care | expansion of the existing cath lab | pediatrics



HACKENSACK UNIVERSITY MEDICAL CENTER HELENA THEURER PAVILION & CUP HACKENSACK, NJ
475,000 sq. ft. | hospital bed tower | built over existing public street | built onto an existing active hospital structure | 24 operating rooms | central sterile processing | 50 ICU beds | 50 universal beds | 100 medical-surgical beds | 4-story, 43,000 sq. ft. CUP with utility tunnel



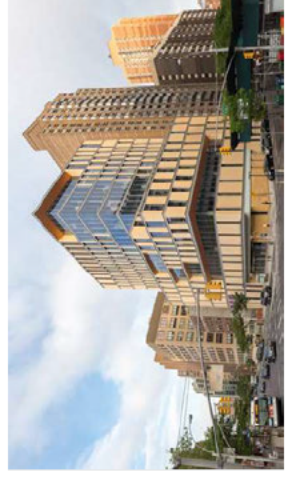
HACKENSACK MERIDIAN HEALTH OLD BRIDGE MEDICAL CENTER ED EXPANSION OLD BRIDGE, NJ
32,000 sq. ft. | new out of the ground concourse addition with lobby and amenities | new out of the ground Emergency Department | two new entrance canopy's | MEP infrastructure



NEW YORK PRESBYTERIAN HOSPITAL DAVID H. KOCH CENTER NEW YORK, NY
734,000 sq. ft. | seventeen-stories | dining facilities | green roof | sky lobby | 102 prep and recovery rooms | triple-glazed curtainwall | 12 operating rooms | two-story atrium



MEMORIAL SLOAN KETTERING EVELYN H. LAUDER BREAST CENTER NEW YORK, NY
240,000 sq. ft. | sixteen-stories | comprehensive breast & imaging center | diagnostic imaging and treatment planning services | oncology | radiology | 3 MRIs | 2 PET/CT scanners | 2 VCT scanners | 10 mammography machines



COLLEGES OF DENTISTRY & NURSING AT NEW YORK UNIVERSITY NEW YORK, NY
167,000 sq. ft. | eleven-stories | bio-engineering program | dental school expansion | relocation of nursing school



SENIOR ESTIMATOR

CHRISTOPHER KILAR

Education

B.S., Construction Engineering from New Jersey Institute of Technology

Certifications

AED / CPR / First Aid Certified
LEED AP BD+C
OSHA 30 Hour
DBIA Associate

Industry Experience

19 Years

References

Kelly Lemon Miller
AVP, Facilities & Design | RWJBarnabas Health

[Redacted]

Jim White
SVP, Development | 1888 Studios

[Redacted]

Aaron Oswaldo
Director of Engineering & Facilities | Legend Biotech

[Redacted]



HACKENSACK UNIVERSITY MEDICAL CENTER HELENA THEURER PAVILION & CUP HACKENSACK, NJ

475,000 sq. ft. | hospital bed tower | built over existing public street | built onto an existing active hospital structure | 24 operating rooms | central sterile processing | 50 ICU beds | 50 universal beds | 100 medical-surgical beds | 4-story, 43,000 sq. ft. CUP with utility tunnel



NYU LANGONE HEALTH HELEN & MARTIN KIMMEL PAVILION NEW YORK, NY

21-stories | 830,000 sq. ft. | Hassenfeld Children's Hospital | recovered from Hurricane Sandy | constructing directly above active Amtrak tunnels and a sewer outflow | flood resiliency program | prefabricated bathroom pods



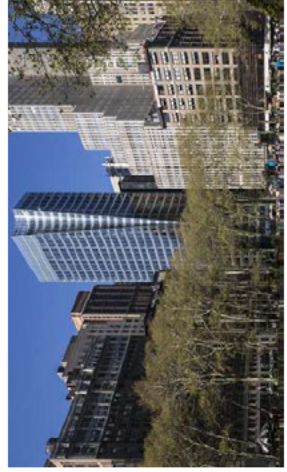
THE STAVROS NIARCHOS FOUNDATION, DAVID ROCKEFELLER RIVER CAMPUS NEW YORK, NY

136,000 sq. ft., two-story research facility | 20,500 sq. ft. Health and Wellness Center | 5,000 sq. ft. Interactive Conference Center | prefabricated in 19 sections and barged to the site from New Jersey



MOUNT SINAI ST. LUKE'S MASTER PLAN IPD NEW YORK, NY

Infrastructure modernizations | medical office build-outs | upgrades to the existing Emergency Department | expansion of the Cardiac Cath and Urgent Care Centers | renovations to the Medical Mall



7 BRYANT PARK NEW YORK, NY

474,000 sq. ft. | 28-stories | 200,000 sq. ft. glass curtainwall system | core first construction | 750KW emergency generator



1271 AOA BUILDING REPOSITIONING NEW YORK, NY

48-story building | 2,000,000 sq. ft. | repositioning | double-glazed curtainwall | tenant occupied building | infrastructure upgrade | interior landmark restoration | lobby



MEP ESTIMATOR

MICHAEL TAYLOR

Education

B.S., Civil Engineering from Rutgers University

Certifications

AED / CPR / First Aid Certified
LEED Green Associate
OSHA 30 Hour

Industry Experience

11 Years

References

Steven Yu

Director | LG



Doug MacGorman

Executive Director | Century Therapeutics



Thomas Ford

Associate Partner | Syska Hennessy



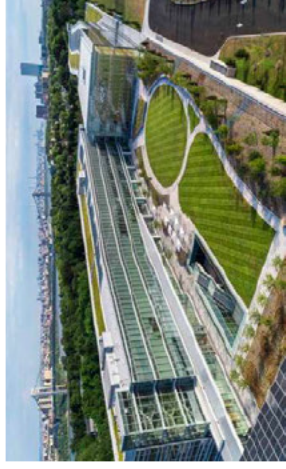
HACKENSACK UNIVERSITY MEDICAL CENTER HELENA TOWER PAVILION & CUP HACKENSACK, NJ

475,000 sq. ft. | hospital bed tower | built over existing public street | built onto an existing active hospital structure | 24 operating rooms | central sterile processing | 50 ICU beds | 50 universal beds | 100 medical-surgical beds | 4-story, 43,000 sq. ft. CUP with utility tunnel



HACKENSACK MERIDIAN HEALTH OLD BRIDGE MEDICAL CENTER ED EXPANSION OLD BRIDGE, NJ

32,000 sq. ft. | new out of the ground concourse addition with lobby and amenities | new out of the ground Emergency Department | two new entrance canopies | MEP infrastructure



LG NORTH AMERICAN HEADQUARTERS ENGLEWOOD CLIFFS, NJ

352,000 sq. ft. headquarters | 27-acre campus | 3 & 4-story wings | "Cube" connector | 3-story parking garage | cafeteria | fitness center | mechanical space | science center | showroom | LEED Platinum



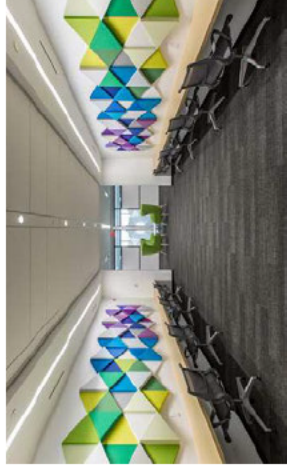
CELULARITY HEADQUARTERS FLORHAM PARK, NJ

Design-Build | 150,000 sq. ft. | biological manufacturing space | quality control laboratories | office space | MEP upgrades | structural improvements



BASF NORTH AMERICAN HEADQUARTERS FLORHAM PARK, NJ

5-stories | 325,000 sq. ft. | 2-story lobby | extensive outdoor plaza space | achieved LEED Platinum for both core & shell and interiors



MALLINCKRODT OFFICE RENOVATION BEDMINSTER, NJ

155,000 sq. ft. | demolition | open office space | huddle rooms | collaborative meeting rooms/booths | pantries | core bathrooms | elevator lobbies | IDF closets | TechZone acoustic ceiling system | kitchen server | dining area | auditorium | locker rooms



CONSTRUCTION EXECUTIVE

ERIK WEIKL

Education

B.S., Construction Engineering from New Jersey Institute of Technology

Certifications

AED / CPR / First Aid Certified
LEED AP BD+C
OSHA 30 Hour
Stormwater Management

Industry Experience

29 Years

References

Steven Yu
Director | LG

Jim White

SVP, Development | 1888 Studios

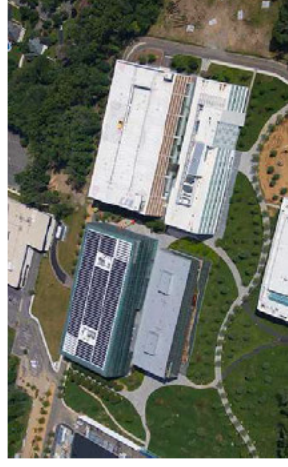
Wendee Czornyj

Associate Director | Faithful + Gould



HACKENSACK UNIVERSITY MEDICAL CENTER HELENA THEURER PAVILION & CUP HACKENSACK, NJ

475,000 sq. ft. | hospital bed tower | built over existing public street | built onto an existing active hospital structure | 24 operating rooms | central sterile processing | 50 ICU beds | 50 universal beds | 100 medical-surgical beds | 4-story, 43,000 sq. ft. CUP with utility tunnel



CONFIDENTIAL CLIENT CAMPUS TRANSFORMATION EAST HANOVER, NJ

3, 5-story commercial office buildings & 1, 7-story parking garage | 1,200,000 sq. ft. | office space | conference areas | cafeterias | restaurants



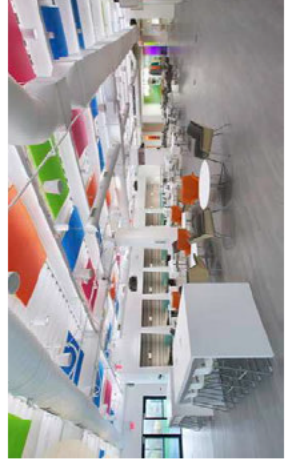
LG NORTH AMERICAN HEADQUARTERS ENGLEWOOD CLIFFS, NJ

352,000 sq. ft. headquarters | 27-acre campus | 3 & 4-story wings | "Cube" connector | 3-story parking garage | cafeteria | fitness center | mechanical space | science center | showroom | LEED Platinum Certified



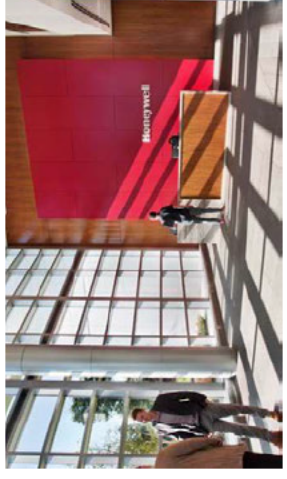
GAF CORPORATE HEADQUARTERS RENOVATION PARSIPPANY, NJ

3-story | 377,000 sq. ft. headquarters renovation | kitchen/cafeteria | fitness center | conference center | amenities spaces | cooling towers | rooftop equipment | atrium exhaust system | elevator | laboratories for roof shingle testing



GLAXOSMITHKLINE CENTER 78 TENANT IMPROVEMENTS WARREN, NJ

120,000 sq. ft. | 17,000 sq. ft. of research & development laboratory space | open office plan & support space | 11,000 sq. ft. of a state-of-the-art consumer health shopper science



HONEYWELL GLOBAL HEADQUARTERS PROJECT MORRIS PLAINS, NJ

370,000 sq. ft. | headquarters renovation | office space | kitchen/cafeteria | lifestyle center | 2-story atrium | learning center | fitness center | LEED Gold Certification

VI. References of Key Team Members

Client References

HR&A Advisors

Sean Massey | Senior Director, Transit Oriented Development
NJT Real Estate, Newark, NJ – Eric Rothman

[REDACTED]
Dates of Work: 2010 - 2021

Tim Lizura | SVP Real Estate & Capital Projects, NJPAC
New Jersey Performing Arts Center, Newark, NJ – Eric Rothman

[REDACTED]
Dates of Work: Jan 2019 – June 2019

Anthony Marchetta | former Director of Development for LCOR Hoboken, former E.D. of the
NJHMFA

New Jersey Housing and Mortgage Finance Agency, West New York, NJ – Eric Rothman

[REDACTED]
Dates of Work: 2008 - 2012

Tom Evans | Executive Director, Cambridge Redevelopment Authority
Cambridge Redevelopment Authority On-Call, Cambridge, MA - Santiago Salamanca, Alex Stokes

[REDACTED]
Dates of Work: 10/19 – ongoing

Basha Gerhards | Senior Vice President Of Planning, REBNY
Rent Regulations Analysis, New York City, NY - Santiago Salamanca

[REDACTED]
Dates of Work: 08/18 – 08/19

Jing Yeo | Planning Manager, City of Santa Monica
Development Advisory for the City of Santa Monica's Ocean Avenue Project - Santiago Salamanca

[REDACTED]
Dates of Work: 8/21 – 7/22

Brent E. Jenkins | Former Development Director, LCOR
Economic Advisory for Hoboken Terminal and Yard Redevelopment, Hoboken, NJ – Alex Stokes

[REDACTED]
Dates of Work: 2/10 – 8/14

**Melissa Pumphrey | Senior Vice President – Economic Research & Policy, New York City
Economic Development Corporation**

NYCEDC Fiscal Impact Methodology Update, New York, NY – Alex Stokes

[REDACTED]
Dates of Work: 9/19 – 7/22

Paula Kirby | Managing Director, Plaxall

Alternative Development Analysis, Long Island City, NY – Alex Stokes

[REDACTED]
Dates of Work: 4/14 – 7/20

Shasa Curl | Deputy Mayor – Economic Development, City of Richmond, CA

Richmond, CA Economic Development Action Plan – Laura Semeraro

[REDACTED]
Dates of Work: 11/20 – 8/22

Bob Hughes | Founding Partner & Principal, HGOR

Rowen Foundation, Inc., Gwinnett, GA – Laura Semeraro

[REDACTED]
Dates of Work: 1/20 – ongoing

Benjamin "B.J." Jones | President & CEO, Battery Park City Authority

Battery Park City Authority Real Estate Advisory Services, New York, NY – Laura Semeraro

[REDACTED]
Dates of Work: 10/18 – ongoing

WXY

Karen Hu | Executive Vice President and Head of Development
Camber Property Group - Team Reference

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Sally Gilliland | Principal
The Hudson Companies Inc. - Adam Lubinsky and Jacob Dugopolski

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Wendy Neu | Chairman/CEO
Hugo Neu Group - Adam Lubinsky, Jacob Dugopolski

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Paula Kirby | Managing Director
Plaxall, Inc. - Adam Lubinsky

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Tracy Capune | Vice President
Kaufman Astoria Studios - Jacob Dugopolski and Miriam Alexandroff

████████████████████

Greg Reaves | CEO
Mosaic Development Partners, JV, LLC - Kushan Dave

████████████████████

Claire Worshtil | Lead Strategic Park Planner
Maryland-National Capital Park and Planning Commission - Kushan Dave
Park Planning and Development Division

████████████████████

Chris Farkas | Chief of Operations
Hillsborough County Public Schools - Kushan Dave

████████████████████

Regina Myer | President
Downtown Brooklyn Partnership - Miriam Alexandroff

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Shani Leibowitz | Senior Vice President
Brooklyn Navy Yard Planning & Transportation - Miriam Alexandroff

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Turner

Jim White | SVP Development

1888 Studios – Christopher Pepey, Christopher Kilar, Erik Weikl

[REDACTED]

Aaron Oswald | Director of Engineering & Facilities

Legend Biotech – Christopher Pepey, Christopher Kilar

[REDACTED]

Matthew Sweeny | Facilities Management

RWJBarnabas Health – Christopher Pepey

[REDACTED]

Kelly Lemon Miller | AVP, Facilities & Design

RWJBarnabas Health – Christopher Kilar

[REDACTED]

Steven Yu | Director

LG – Michael Tyler, Erik Weikl

[REDACTED]

Doug MacGorman | Executive Director

Century Therapeutics – Michael Tyler

[REDACTED]

Thomas Ford | Associate Partner

Syska Hennessy – Michael Tyler

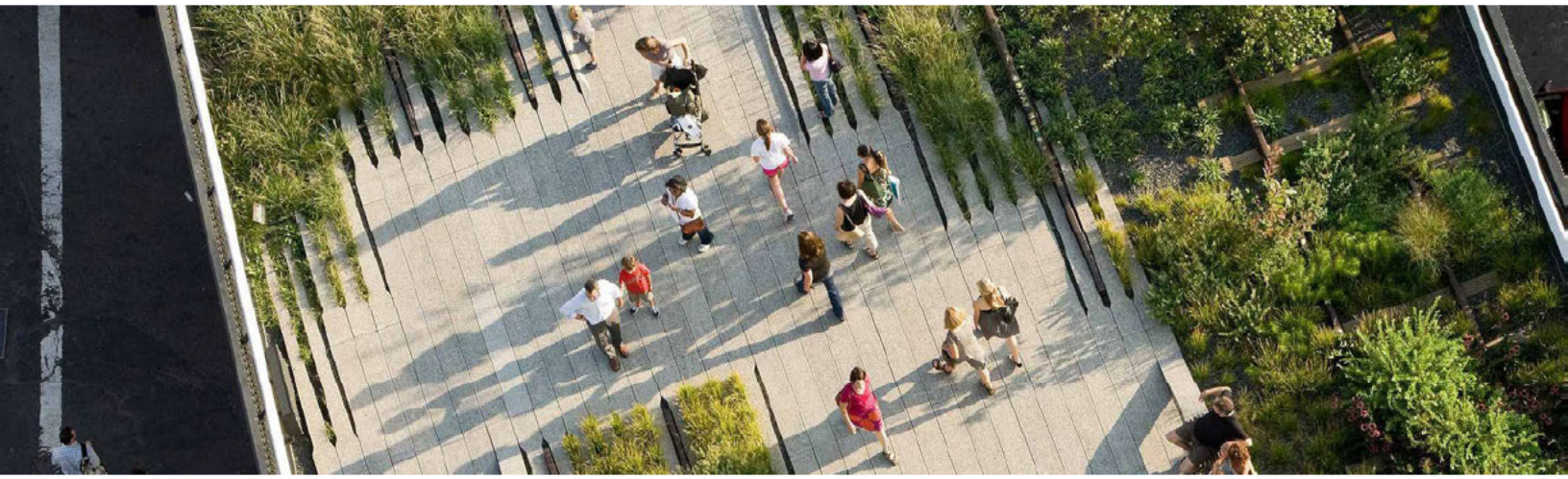
[REDACTED]

Melissa Grzymala | Associate Director

Faithful + Gould – Erik Weikl

[REDACTED]

VII. Description and Documentation of Proposer's Prior Experience and Qualifications



Firm Profile

HR&A Advisors, Inc. (HR&A) helps create more equitable, resilient, and dynamic communities.

Our work turns vision into action through rigorous analysis, strategy development, and implementation planning. We have provided strategic advisory services for some of the most complex mixed-use, neighborhood, downtown, campus, and regional development projects across North America and abroad for over forty years.

With offices in New York, Los Angeles, Atlanta, Dallas, Raleigh, and Washington DC, we have a presence that allows us to serve clients worldwide

From Southern California to Brooklyn, and London to Medellín, we have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets. We have served a range of clients – real estate owners and investors, hospitals and universities, cultural institutions, community development organizations and governments – since 1976.

Qualifications

HR&A is an industry leader in providing comprehensive real estate strategies and developing visionary solutions to creating vibrant places. Our team of experts works with our clients to unlock the financial value and community benefits that real estate development can provide.

Comprehensive predevelopment management services. We guide our client's projects from inception to implementation, including mapping the critical path to reach project approvals and development; assembling and managing large, multidisciplinary teams; managing technical and strategic workstreams; supporting engagement with local stakeholders and decision-makers to advance the project; and guiding negotiations with public sector partners for approvals, public support, and community benefits.

Effective public-private partnerships. We work at the intersection of the public and private sectors, effectively able to bridge the goals of both parties to advance complex real estate projects. We guide our clients, both public and private, through public processes that build a shared set of goals and manage the sensitive political dynamics surrounding large-scale development. This expertise positions our clients to establish partnerships that maximize value for all, delivering financially viable projects and valued community benefits.

Rigorous analytic capability. We have a proven track record of providing the rigorous quantitative analysis necessary to support successful real estate investment decisions. We make targeted recommendations to shape some of the most complex real estate markets in the country, and our work has informed successful investment decisions for leading developers nationwide including Jamestown, LCOR, Related, Vornado, and Westfield, amongst others.

A deep commitment to equity and inclusion. America's economic and racial disparities are deeply seated within our neighborhoods, institutions, policies, and practices. As a firm committed to improving the American city, we work with our clients to confront these challenges and deliver innovative approaches to economic development, community planning, and urban policy that advance equitable outcomes and champion inclusive processes.

Independent and objective advice. HR&A is a fully independent advisor that does not take equity or commission-based positions on projects and transactions. This allows us to be as objective as possible and to always hold our clients' best interests as our singular priority.

The below projects detail our expertise economic development, fiscal impact, financial analysis, public private partnerships, and real estate advisory. For these projects we use standard sources including but not limited to market reports, IMPLAN multipliers, CoStar, US Census, Bureau of Labor Statistics, and other publicly available datasets, while also discussing and confirming assumptions with a wide range of stakeholders and experts.

Qualifications



Client: New Jersey Performing Arts Center
Location: Newark, NJ
Timeline: 2020

NJPAC Real Estate

The New Jersey Performing Arts Center (NJPAC) was always conceived as both a performing arts center and a local economic development project. In addition to the main theaters, NJPAC has long controlled surrounding property which was intended for residential and other development to support NJPAC and broader community needs. NJPAC engaged HR&A in advance of an RFP to provide market analysis, financial analysis, and strategic development advisory service in advance of an RFP to developers. As a result of this work, NJPAC selected L+M Development Partners as the developer for a first phase that includes 300 residential units and 30,000 SF of retail.



Client: LCOR
Location: Hoboken, NJ
Timeline: 2/10 – 8/14

Hoboken Terminal and Yard Redevelopment

HR&A provided ongoing strategic and economic advisory services to LCOR for its proposed mixed-use transit-oriented development in Hoboken, New Jersey. The proposed public-private redevelopment of NJ TRANSIT's 60-acre Hoboken Terminal and rail yard will incorporate new residential and commercial development, preservation and reuse of historic structures, infrastructure improvements, new public open spaces, and improved inter-modal transportation connections at one of the nation's busiest mass transit facilities. Situated on Downtown Hoboken's waterfront, the historic Terminal serves the region's PATH trains, New Jersey Transit, and New York/New Jersey ferry users. In addition to strategic planning, HR&A has estimated the fiscal and economic impacts for the city, county, and state, and supported LCOR in its outreach to NJ TRANSIT, public officials and local communities.

In 2022 Hoboken approved a Redevelopment Agreement for public infrastructure improvements and new development. The project, now called Hoboken Connect, will be multi-phased and consist of both private and public development including rehabilitation of existing facilities.



Client: New York City Economic Development Corporation
Location: New York, NY

NYCEDC Fiscal Impact Methodology Update

HR&A advised the New York City Economic Development Corporation (NYCEDC) on updates to their approach to assessing the fiscal impacts of City-assisted real estate projects. The revised methodology built on an evaluation of different approaches to measuring fiscal impacts, stakeholder interviews that benchmarked NYCEDC's approach with peer agencies around the country, updated assumptions on job densities by industry and use, and ways of determining "net new" impacts for construction and

Timeline: 9/19 – 7/22

ongoing operations (the latter developed in collaboration with Deloitte, a subconsultant). Using these findings, HR&A developed an automated tool to enable NYCEDC to run calculations using the R programming language.



Client: Mortenson Development, Inc.
Location: Rochester, MN
Timeline: 2016 - 2017

Rochester Discovery Square Development Strategy

HR&A supported Mortenson Development, Inc. in the development of a building program and tenancing strategy for non-anchor space in the Phase 1 Building of the planned Discovery Square Innovation District in Rochester, Minnesota. Approximately 40% of the Phase 1 Building will be occupied by the Mayo Clinic, the dominant commercial and clinical user in the Rochester market. HR&A conducted case study research of innovation districts in the U.S. and Canada to identify the types of spaces, tenants, and amenities that make first phase innovation district buildings successful and performed a market analysis to determine supply and demand for bioscience and innovation space in Rochester and the Twin Cities. Based on findings from the market and case study analyses, HR&A developed recommendations for the building program, deal terms, and amenities, and a marketing and branding approach. The Phase 1 Building, anticipated for completion in 2019, will set the stage for the further development of Discovery Square.



Client: Walter Reed Local
Redevelopment Authority
Location: Washington, DC
Timeline: 2011 - 2019

Walter Reed Re-Use Plan

HR&A served as development advisor to the District of Columbia's Walter Reed Local Redevelopment Authority. As part of a multidisciplinary master planning team, HR&A has analyzed market and financial feasibility, estimated economic and fiscal impacts, and advised the District regarding potential implementation mechanisms for proposed local re-use and conveyance of 67.5 acres of the former Water Reed Army Medical Center site. The Army's mission on the site ceased in Fall 2011 and the re-use plan will form the basis of the District's proposal to acquire 66.57 acres of the surplus property. HR&A led a team of real estate market and development experts to assess the market potential for the site, conduct financial feasibility analysis of redevelopment opportunities, and make recommendations regarding the implementation and financing of the proposed re-use plan. The resulting re-use plan recommends a mixed-use program of more than 3.1 million square feet, anchored by a commercial or institutional use and destination retail, along with 2,000 units of multifamily residential, within a combination of new development and adaptive re-use of historic buildings. Following completion of the Plan in 2012, the District of Columbia designated a Master Development team in 2013, the property was conveyed by the Army in 2015, and the master developer broke ground in 2017. The project is called The Parks at Walter Reed and development updates can be found at the following web page: <http://theparksdc.com/>



Client: Beckelman+Capalino
Location: New York, NY
Timeline: 5/14 –

Economic Impact Study of The Shed

For Beckelman+Capalino, HR&A developed an economic and fiscal impact study of the Shed, a planned 170,000-square-foot exhibition and performance space adjacent to the High Line within the Hudson Yards neighborhood. Examined potential positive impacts on the City's economy, fiscal health, and cultural environment, including the likelihood of additional employment, tax revenues, and opportunities for cultural enrichment and performances for a diverse set of organizations and constituencies lacking sufficient performance, exhibition, and recreational space. Presented findings to leading City officials, including the Deputy Mayor for Housing and Economic Development and the Commissioner for Cultural Affairs. The Shed opened in 2019 and was described as one of the most significant additions to New York City's cultural landscape in decades by the New York Times.



Client: NJ Transit
Location: Bound Brook, NJ
Timeline: 2017 –

NJ Transit Transaction Advisory

HR&A serves as a strategic real estate and transaction advisor to NJ TRANSIT (NJT) for its transit-oriented development. In 2020-2021 NJT solicited or received unsolicited offers from private developers to redevelop NJT-owned land surrounding three commuter rail stations: Matawan, Red Bank, and Bound Brook. HR&A provided analysis and transactional advice to NJT responsive to the agency's goals for non-farebox revenue generation, sustainable economic growth, and affordable housing. HR&A evaluated offers from the prospective developers to estimate potential revenues to NJT and assess the alignment with NJT's TOD policy goals. To this end, HR&A compared the proposals to property appraisals and physical site studies commissioned by NJT, as well as national best practices in TOD transactions. Informed by this analysis, HR&A recommended alternative terms for base rent or sales price, participation rent, administrative fees, and affordable housing requirements. In addition, HR&A advised NJT on appropriate levels of development risk or market risk to assume in these transactions. From these recommendations, HR&A advised NJT on specific counterproposal offers and negotiating strategies to achieve NJT's TOD goals. Negotiations between NJT and the developers remain ongoing at these stations.



Client: Choose New Jersey
Location: Trenton, NJ

Choose New Jersey Economic Assessment

On behalf of Choose New Jersey, an independently funded and operated nonprofit corporation created in 2010 to encourage and nurture economic growth throughout New Jersey, HR&A prepared an economic assessment to support the State's marketing strategy to promote business recruitment, retention, and expansion. HR&A evaluated existing economic conditions in the State, forecast future economic growth scenarios, prepared an inventory of business incentive and assistance programs, and benchmarked New Jersey's economic conditions with competitor states.

Timeline: 3/11 – 12/11

The findings of the analysis identified the State’s key strengths, weaknesses, opportunities, and threats to business attraction and industry growth. HR&A’s findings and recommendations were incorporated into an Action Plan, which served as a roadmap for Choose New Jersey to advance an economic development vision and assess progress over its first three years of operations.



Client: Plaxall
Location: New York, NY
Timeline: 6/15 – 1/16

Queens Waterfront Redevelopment Strategy

Alongside a team of architects and land use attorneys, HR&A worked with Plaxall to design a development vision for the future of Anable Basin to create long-term value for the company’s shareholders while addressing community needs and City policy goals. The team devised a unique plan that integrated industrial and artist space into new residential buildings, addressing local interest in job creation and fears of industrial displacement. The plan comprised almost 5 million square feet of new development, including 5,000 mixed-income residential units, and more than three acres of waterfront open space. HR&A oversaw all planning activities associated with the site, including managing a 9-firm consultant team, evaluating the financial performance of this pioneering mixed-use development, leading engagement with City leadership on a rezoning, overseeing a successful application process to New York State’s Brownfield Cleanup Program, and working with Plaxall to create a long-term redevelopment strategy.

In fall 2018, Amazon selected the Anable Basin site as one of two main sites for the company’s East Coast headquarters, though it ultimately withdrew its selection. Following Amazon’s withdrawal, Plaxall partnered with neighboring developers in the YourLIC consortium, which engaged with City Council leadership and community stakeholders in a visioning process for redeveloping 28 acres of the Long Island City waterfront.



Client: Mortenson Development, Inc.
Location: Owensboro, KY
Timeline: 2011 - 2019

Owensboro Medical Campus Redevelopment Strategy

In conjunction with Civitas, HR&A guided the Owensboro Medical Health System (OMHS) through redevelopment planning for a 91-acre hospital campus in downtown Owensboro, Kentucky. OMHS serves an 11-county region and expanded to a new campus in 2013 to accommodate its growing service area and the space needs of advanced medical technologies. HR&A and Civitas assisted OMHS in the evaluation of several redevelopment alternatives for the current campus, aiming to maintain an active presence on the downtown campus, maximize the value of remaining operations for OMHS, and prepare the balance of the site for future third-party development. The team reviewed potential building space configurations and tenant space allocations, provided a comprehensive financial analysis of campus repositioning and operations, and worked with OMHS to select a preferred alternative. Following refinement, the repositioning strategy has since been adopted and implemented by OMHS board’s finance committee.



Client: City of Detroit
Location: Detroit, MI
Timeline: 2019 - 2020

Corktown Neighborhood Redevelopment and Funding Strategy

HR&A supported the City of Detroit in developing a Choice Neighborhoods Implementation Grant proposal for the Corktown neighborhood. This support included integrating ongoing planning work for the Corktown neighborhood into a CNI-ready Transformation Plan and ensuring that the CNI application incorporated considerable community input. Support also included analytical tasks concerning market rate housing demand and absorption analysis, evaluation and recommendations for the highest and best use for early build sites, and contributing to the development of a viable housing program. In addition to assisting in the drafting of the application, HR&A provided project management support to Detroit's internal CNI work team, aiding in the solicitation and selection of relevant housing and people implementation partners, and coordinating leverage commitments from public and private partners across the city and region. The City of Detroit was selected by HUD as a grant recipient in May 2021. The \$30 million federal grant will catalyze \$100 million in private investment and support the redevelopment of mixed-income housing and critical community facilities and services. It will reestablish a health housing market and thriving neighborhood in Corktown, developing over 800 mixed-income housing units with both rental and ownership options.



Client: Chicago Central Area Committee
Location: Chicago, IL
Timeline: Sept. 2020 – Nov 2020

Bronzeville Invest South / West Redevelopment Support

On behalf of the Chicago Central Area Committee and working as a subconsultant to HOK and the City of Chicago's Department of Planning & Development (DPD), HR&A supported the development of a Request for Proposals (RFP) for a site in the heart of Chicago's Bronzeville neighborhood as part of the Mayor's Invest South/West Initiative. HR&A performed a high-level analysis of the retail, office and residential market potential for the site and drafted the market section of the City's RFP, which was released to developers in November 2020.



Client: University of Pennsylvania
Location: Philadelphia, PA
Timeline: 2020

Pennovation Master Plan

On behalf of the University of Pennsylvania, HR&A conducted a market analysis and developed 20-year absorption projections to assess current and future demand for life sciences space on a 23-acre riverfront innovation campus in Philadelphia owned by the University. HR&A conducted stakeholder interviews, analyzed local and regional data on real estate and economic trends, and worked with an urban design firm to update the long-term master plan framework for the site.



Client: Massachusetts Institute of Technology

Location: Cambridge, MA

Timeline: 2013 - 2019

MIT East Campus Gateway Development

As part of a consulting team led by Mack Scogin Merrill Elam Architects (MSME), HR&A served as a market and financial feasibility advisor for the Massachusetts Institute of Technology's (MIT) East Campus Gateway development. MIT initiated an urban design study to formulate a long-term real estate development framework for the eastern portion of its campus, located at the heart of the thriving innovation cluster in Kendall Square. This development will introduce new office/lab space for lease by private companies, generate additional residential units and retail space, and create a campus gateway worthy of MIT. HR&A performed a market analysis to determine mixed-use development opportunities on sites controlled by MIT and based on these findings collaborated with the planning team to refine programming and design alternatives for the study area. HR&A also conducted an iterative set of financial analyses to evaluate the feasibility of the proposed development programs. The team provided MIT with an implementable plan that meets its aspirations for a transformative development program meeting financial feasibility criteria.



Client: Cambridge Redevelopment Authority (CRA)

Location: Cambridge, MA

Timeline: 2014 - 2015

Kendall Square Affordable Housing Strategy

On behalf of the Cambridge Redevelopment Authority (CRA), HR&A conducted a market and financial feasibility analysis for affordable housing development in the Kendall Square Urban Renewal Plan (KSURP) area. HR&A constructed multi-year development models to quantify the supportable land value for office, lab, and mixed-income residential development in Kendall Square, and tested sensitivities to assess the impact of various levels of low- and middle-income housing on development feasibility. Additionally, HR&A evaluated the extent to which commercial uses could potentially cross-subsidize residential uses within a large scale, mixed used development project.

Firm Profile



Years of Existence

28

Legal Form of Firm

Partnership

Certifications

WBE - NYS/NYC

Relevant Professional Expertise, Licenses, and Certifications

AIA, AICP, LEED

WXY New York, NY
25 Park Place, 5th Floor
New York City, New York 10007

WXY Washington, D.C.
1333 New Hampshire Avenue,
NW 03-110 Washington, DC
20036

WXY Toronto, ON, Canada
30 St. Patrick Street
Toronto, ON M5T 3A3

Contact

Claire Weisz, FAIA
Principal-in-Charge
212-219-1953

Services

Architecture
Urban Design
Master Planning
Infrastructure
Zoning Analysis
Strategic Planning
Massing studies
Feasibility studies
Community engagement
Resiliency strategies
Geospatial information systems
Sustainability assessment
Economic impact assessments
Strategic facility planning
Brownfield & remediation strategies

WXY ARCHITECTURE + URBAN DESIGN

WXY is a multi-disciplinary practice. We are architects, urban designers, planners, policymakers, thinkers, strategists, and artists. No matter the size, we tackle problems and find solutions.

Our work has been recognized for its dedication to engaging, improving, and honoring public space. We design in conversation with the environment. We work to understand a context, and plan with community in mind. We challenge ourselves to face the array of complex design problems and commit to solutions that forward a healthy and sustainable future.

We work at all scales. Whether designing engaging public plazas and parks, intergenerational community centers or large-scale, affordable housing complexes, our approach leverages the contributions of public and private partners to create spaces that promote both physical and economic wellness for the entire community.

WXY has extensive experience working with city agencies and public authorities on a multitude of infrastructure and civic design projects, providing them with a deep understanding of zoning, building code, and public review processes. In addition, our team has extensive experience implementing community-led design projects that involve many stakeholders and overlapping interests. By employing both new technologies and interdisciplinary teams, we are ideally suited to respond to today's demand for an integrated approach to the built environment.

Our planning work engages local communities and constituencies, utilizes analytical GIS and zoning expertise, and integrates an understanding of infrastructure and economic development concerns. The results have included the creative visioning of public spaces and new urban clusters, as well as broad urban revitalization and infrastructure planning efforts.

WXY was founded by architects Claire Weisz, FAIA, and Mark Yoes, FAIA. In 2006, they were joined by Layng Pew, AIA, and in 2011, Adam Lubinsky, PhD, AICP. Today, the studio numbers over 50 people including professionals with backgrounds in architecture, planning, engineering, economic development and housing policy, landscape architecture, and urban, graphic, and industrial design.

WXY is a New York City and New York State Certified Women Owned Business Enterprise (WBE) – State File No. 46915.

The Peninsula Mixed-Use Campus

Client

Gilbane Development
Hudson Companies
Mutual Housing Association of
New York

Status

Started: March 2017
Completed: Ongoing

Location

Bronx, New York

Size

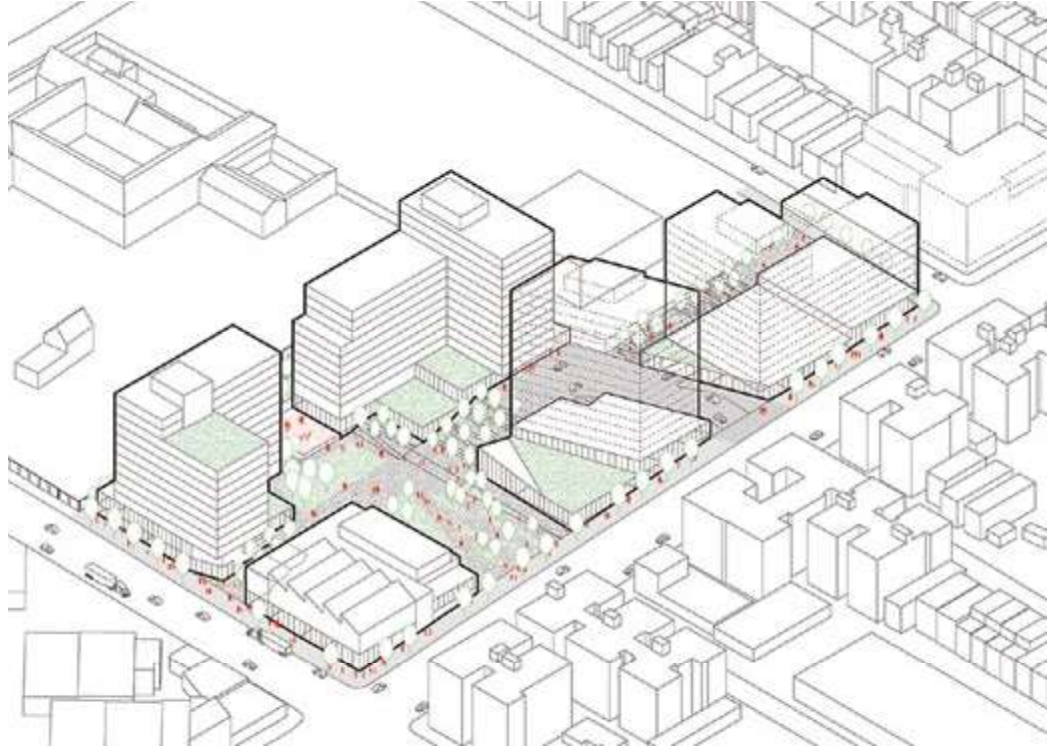
4.75 acres

Client Contact

Sally Gilliland
Principal
The Hudson Companies Inc
826 Broadway, 11th floor
NY NY 10003
T: 212-710-6028

WXY Team

Claire Weisz,
Jacob Dugopolski



WXY as the design lead and architect of record for a multi-developer team, won as part of a New York City Economic Development Corporation's request for proposal to develop a comprehensive masterplan of the Peninsula, a new, vibrant, mixed-use campus on the site of the former Spofford Juvenile Detention Center, near the heart of the Hunts Point community.

The live work campus is new, \$300 million, 4.75-acre development that prioritizes social and cultural spaces in each building, which are connected to their outdoor spaces. These will include a public school, art residencies, maker spaces, a black box theater, health clinics and a grocery store, will include six distinct buildings containing 740 total housing units, all affordable, 76,000 square feet of commercial space including retail and community facility uses, 53,000 square feet of light industrial space, including food manufacturing and media production uses, and 52,000 square feet of recreational space.

The Peninsula will be a nexus of creativity, entrepreneurship, and wellness. A community centerpiece where an artisanal food hub, health and wellness center, fresh grocer, new film production studio, affordable housing for the Hunts Point neighborhood, and a live-work community for the South Bronx tech and creative sectors, are seamlessly integrated and co-located onto the site.

Stevenson Commons Rezoning & Phase 1 Design

Client

Camber Property Group LLC,
New York City Department of
City Planning

Status

Started: July 2019
Completed: In Design

Location

Bronx, NY

Size

Total new development -
700,000 SF

Client Contact

Karen Hu
Camber Property Group
116 E. 27th Street, 11th Floor
New York, NY 10016



WXY was engaged by Camber Property Group (Camber) for urban design services regarding their application to the NYC Department of City Planning (DCP) for a minor modification to a large-scale residential development (LSRD). Camber is seeking to develop an 100% affordable housing project over an existing parking lot which currently serves the residents of an adjacent Mitchell-Lama rental, known as Stevenson Commons, in the Soundview neighborhood of The Bronx. DCP requested a review of the overall urban design strategy, especially as it relates to parking, transportation, and recreational open space.

WXY assisted Camber with creating a strong urban design solution supported by a clear land use rationale for this revision to the LSRD. Our team saw this as an opportunity to help Camber and the City connect this local development with a broader neighborhood strategy that enlivens Lafayette Street as a major retail corridor; supports a placemaking strategy that encourages travel to and utilization of Soundview Park; and, that includes design elements that encourage sustainable modes of transportation like car-share, biking, or public transit, particularly the bus network.

WXY is currently completing construction documents for the initial phase of buildings along the south edge of the campus, a six-story 114-unit senior affordable building and two affordable homeownership buildings with 52 units over a series of townhomes. Construction is set to begin in 2023.

Innovation QNS / Kaufman Astoria Master Plan

Client

Kaufman Astoria Studios,
Bedrock Development,
Silverstein Properties

Status

Started: July 2019
Completed: Ongoing

Location

Queens, NY

Client Contact

Tracy Capune
Vice President
Kaufman Astoria Studios
34-12 36th Street, Ste. 200
Astoria, NY 11106
718-392-5600

WXY Team

Jacob Dugopolski



WXY led the initial phases of master planning and zoning framework for a 5-block rezoning of Astoria in Queens, New York. The developer team consisted of Kaufman Astoria Studios, Bedrock Development, and Silverstein Properties. The plan was ultimately approved in October 2022 as Innovation QNS. The framework was a public realm led approach, providing a series of plazas and connectors to enliven the series of blocks as an arts and innovation district. The mixed-use buildings consisted of new movie theaters, a variety of retail scales including a large grocery store, multi-cultural center, medical offices, health clinic, and offices. The residential component was carefully weaved in through a mix of typologies from town-homes to medium and large-scale towers. The final plans include 3,190 apartments, of which about 45 percent (1,436 units) will be affordable, 12 buildings spread across five blocks between 35th and 36th avenues, as well as roughly two acres of public open space.

Kearny Point Campus Master Plan & Building 78

Client

Hugo Neu Corporation

Status

Master Plan

Started: August 2016

Completed: Ongoing

Building 78

Started: 2016

Completed: July 2017

Location

Kearny, NJ

Size

Campus: 126 acres

Building 78: 210K sf

Client Contact

Wendy Neu

Chairman/CEO

78 John Miller Way

Kearny, NJ 07032

646-467-6716



WXY has been commissioned by the Hugo Neu Corporation, an electronics recycling business, to lead the transformation of the company's 126-acre site at the convergence of the Hackensack and Passaic Rivers in Kearny Point, New Jersey. WXY has been tasked with reimagining the peninsula as a dynamic, collaborative, resilient campus. WXY also managed the adaptive reuse of a former maritime industrial building (Building 78) into a multi-tenant artisanal manufacturing and creative office hub. The project included building design and layout for three floors of shell office space; the buildout of Hugo Neu's office, Kearny Works, and Dry Dock Cafe; a roof penthouse and deck; new elevators and lobby; and exterior facade, entrance and site improvements. Building 78 was completed in close collaboration with the client as a design-build. Hugo Neu's headquarters occupies 18,600 sf on the ground floor of Building 78. Their space includes offices, conference rooms, a kitchenette, collaborative spaces for administrative staff, and lockers and a break area for recycling field staff.

The Annex, a two floor structure consisting of 90,000 square feet of creative office space, modern amenities, breakout areas, and a naturally lit craneway. The building features an integrated storm water management system, a carbon adaptation garden and carbon sink, and a microgrid with solar and battery storage. The Annex adjoins Building 78, the first to be renovated on the Kearny Point campus, serving as proof of concept and home to over 180 small businesses, a co-working space, a café, and a blue roof.

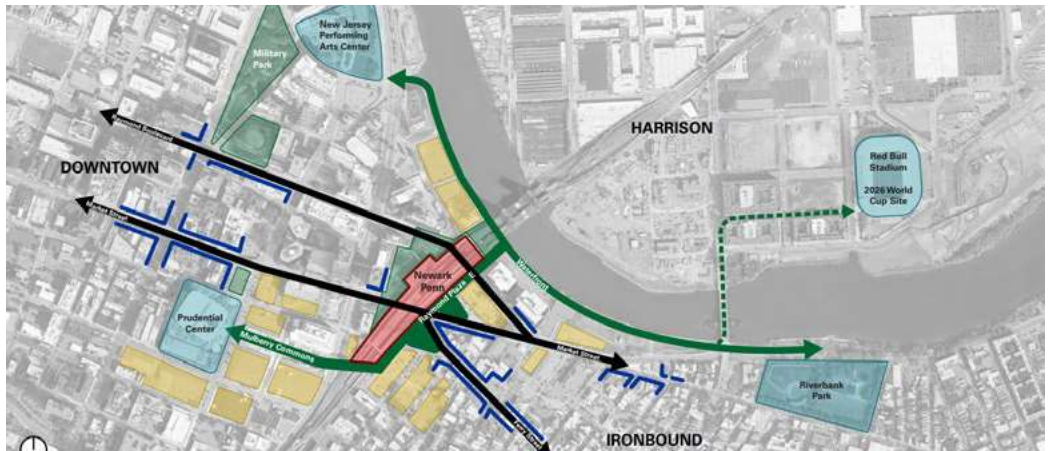
Newark Penn Station Modernization Study

Client
New Jersey Transit

Status
On-going

Location
Newark, NJ

Size
33 acres



In 2022, WXY joined Parsons and Grimshaw for work on the urban design and public realm component of the comprehensive station master plan for Newark Penn Station, in Newark, New Jersey. Originally built in 1935, the renovation of Newark Penn Station represents a significant step in the continued revitalization of the Newark. Working with New Jersey Transit, the project client, as well as other key area constituents, the team has been tasked with developing a long-term public realm and streetscape vision for the station and the surrounding environs. As the 8th busiest station in the country, Newark Penn Station is a focal point of the Northeast Rail Corridor and a gateway for many travelers to New Jersey. Positioned between Newark’s Downtown and Ironbound neighborhoods, the team has been investigating opportunities to strengthen the connections and pedestrian experience in this area. Critical to creating a more walkable district, WXY is researching opportunities for future development, and envisioning streetscape, open space programming, and landscape design opportunities. WXY is working with traffic engineering group STEER to optimize the road network, developing strategies for reducing pedestrian crossing distances, increase pedestrian safety, creating a stronger micro mobility and bike network, improving the pick-up and drop off experience, and envisioning long-term strategies for enhancing connections between public transit modes including bus, light rail, and local and regional train services.

Development for Various NHA Sites and Communities

Client

MSquared, Hamlett Management, Newark Housing Authority

Status

Proposal completed 2020

Location

Newark, NJ

Client Contact:

Carolee Fink, Principal,
MSquared, 40 Fulton Street,
Suite 1404, New York, NY
10038, 917-415-6313



MSquared and Hamlett Management worked with a development team including WXY as the lead architect and master planner, to propose a new product to the urban residential ecosystem. The development will transform the long vacant Felix Fuld Court site in Newark into Little Brick Arts Hub, a vibrant, mixed-use, mixed-income community that will add to the surrounding neighborhood and produce positive outcomes for families. It will also provide affordable homeownership units, a major vehicle for building wealth and economic opportunity, for Newark families.

When completed, Little Brick Arts Hub will provide quality affordable homeownership and rental opportunities, including 83 market rate apartments, 227 affordable units for families earning up to 80% of AMI, and 8 homeownership units; 30-40 affordable workspaces for Newark artists and creative entrepreneurs; 8,500 sf of community facility space to help create opportunities for children and adults to engage in arts education; as well as other programming; Open space that will have space for community gardens, an outdoor dining area with space for picnic benches and BBQ grills; 1,500 sf of neighborhood retail; and ongoing cash flow through PILOT payments to NHA to use on other projects.

The project will be built in two phases and utilize high-quality design, contextual architecture that contributes to the community and will seek to preserve and reuse the brick from the existing buildings.

TURNER OVERVIEW & EXPERIENCE

Turner Construction Company was founded in 1902 by Henry C. Turner, based on the core values of **teamwork, integrity and commitment**. Henry Turner's insistence on quality of service, hard work, and responsiveness to client needs remains the company credo and has led to its success in a competitive industry. Turner first made its mark on the industry by pioneering the use of steel-reinforced concrete for general building, which allowed Turner to deliver safer, stronger, and more efficient buildings to clients. Turner continues to embrace **emerging technologies, update and refine processes, and offer an increasingly diverse set of services**. By remaining responsive to the needs of its employees, clients, and the communities it serves, Turner is recognized around the globe for the value the company brings to a project.

The company's ability to address changing conditions and demands, find and serve diverse markets, and expand its services has resulted in the company to growing far beyond its founder's dreams. With an annual construction volume of over \$14B, Turner is the **largest builder in the United States**, ranking first in the major market segments of the building construction field, including commercial, life sciences, healthcare, education, and green building.

#1
General Builder
ENR
Engineering News-Record

With a nationwide network of **45 offices with over 10,000 team members** and a presence in **20 countries**, Turner has the **most comprehensive local office network in the industry**. We are the only builder to combine broad geographic reach with local delivery, providing our clients with the extensive resources they demand and the close-to-home focus they desire.



RWJBARNABAS HEALTH NEWARK STRONG PROJECT AT NEWARK BETH ISRAEL MEDICAL CENTER NEWARK, NEW JERSEY

Client

RWJBarnabas Health
Matthew Sweeney
Facilities Management
Design & Construction
201-259-6326
Matthew.Sweeney@rwjbh.org

support departments while reconfiguring the existing vehicular traffic flow off along Lyons Avenue.

- Following the core & shell, the fit-out the new space will house a lobby and emergency department.
- The project scope also includes a phased renovation of the existing diagnostics, surgical, and critical care spaces totaling 50,000 sq. ft.

Architect

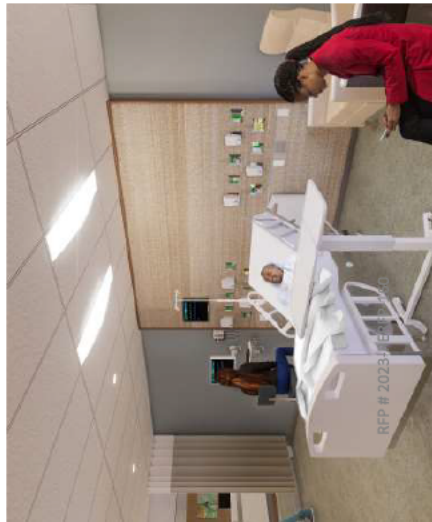
Francis Cauffman

Volume

\$95,000,000

Project Highlights

- Master plan implementation
- 6 distinct projects at
- Replacement of existing emergency generator
- 27,000 sq. ft. expansion, which will house clinical and



RUTGERS CANCER INSTITUTE OF NJ CANCER CENTER NEWARK, NEW JERSEY

Client

Rutgers Cancer Institute of NJ

Architect

The Hillier Group

Volume

\$79,000,000

Project Highlights

- 9-stories
 - 215,000 sq. ft.
 - Modern laboratories
 - Proteomics
 - Necropsy
 - Irradiation
 - Applied genomics
 - Bio-informatics
 - 1 full Vivarium floor
 - Clinical space
 - Stereotactics,
 - Ultrasound
- Radiation oncology with 2 LINACs
 - Exam/treatment rooms
 - 1 floor of mechanical space
 - Administrative space
 - 2 elevator banks
 - Grand stairway
 - 3-story atrium
 - The exterior skin is a unique and very interesting combination of precast concrete panels, metal panels, louvers, curtainwall and strip windows.
 - This building was built adjacent to and is connected to the University Hospital's existing radiation oncology suite.



UNIVERSITY HOSPITAL ONCOLOGY RENOVATION NEWARK, NEW JERSEY

Client

University Hospital

Architect

NK Architects

Volume

\$3,000,000

Project Highlights

- 3,000 sq. ft.
- Renovation of existing department
- 2 new linear accelerators

- 1 new computed tomography simulator
- Completed in occupied hospital facility



HAHNE & CO. REDEVELOPMENT PROJECT NEWARK, NEW JERSEY

Client

L+M Development Partners

Architect

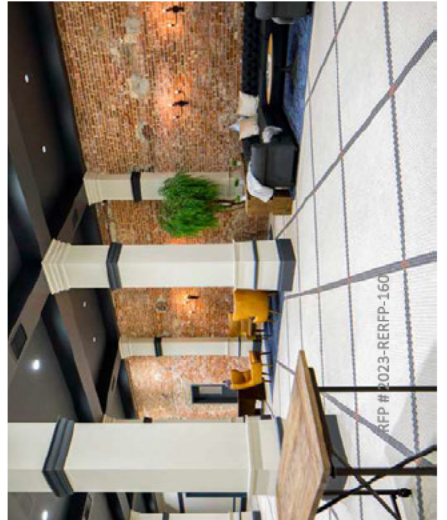
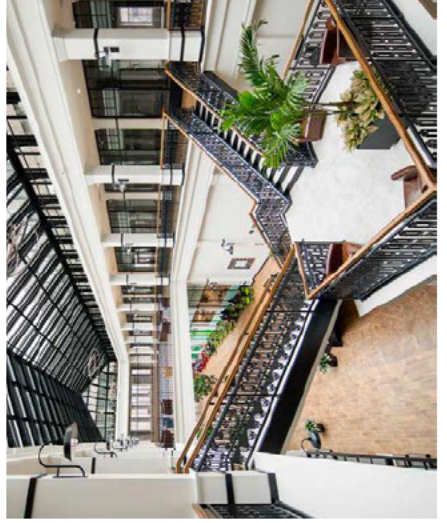
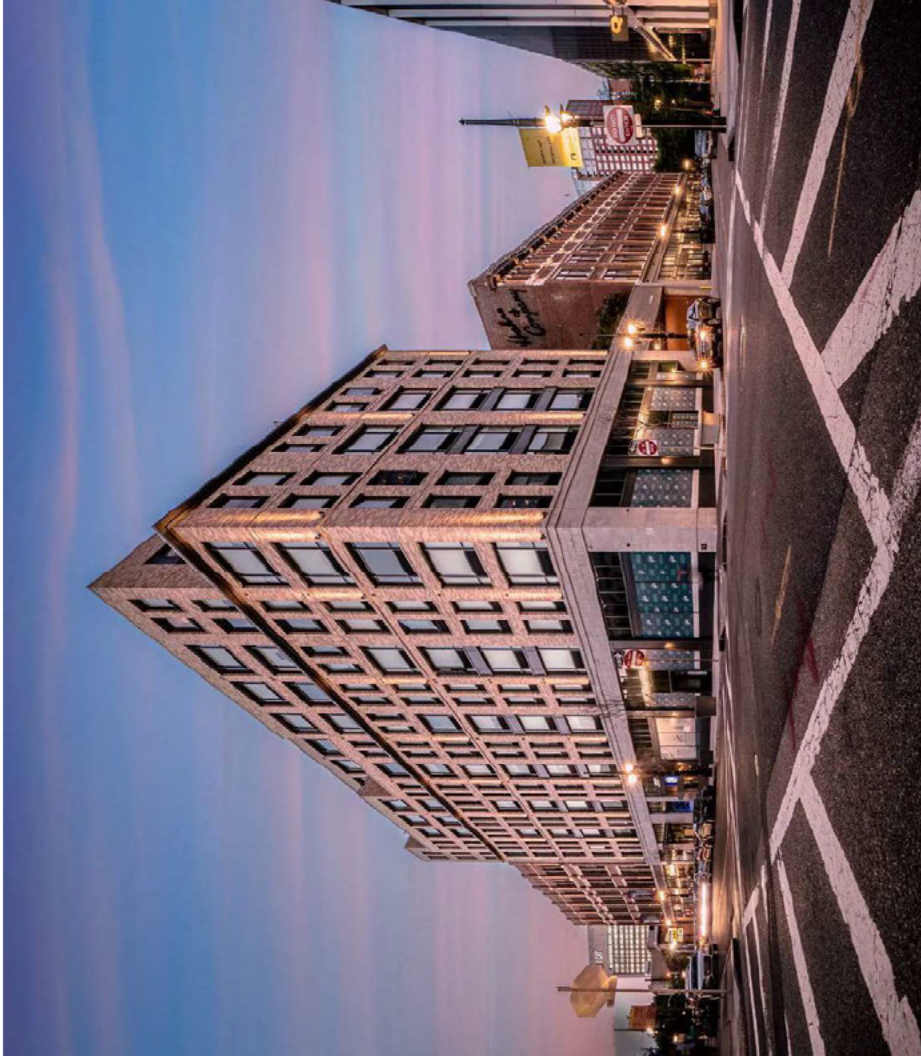
Inglese Architecture
& Engineering

Volume

\$75,500,000

Project Highlights

- Central courtyard and garden
 - Public and private terraces
 - Lobbies
 - Underground private parking with 200 spaces
 - 160,000 sq. ft. of retail, commercial, community, and office space
- 510,000 sq. ft. mixed-use development
 - 9-story, 110,000 sq. ft. residential tower addition
 - 400,000 sq. ft. historic renovation
 - 160 apartments
 - Shared lobby and atrium
 - Fitness center
 - Billiards lounge





Eric Rothman, CEO



Alex Stokes, Principal-In-Charge



99 Hudson St, New York, NY 10013