



**REQUEST FOR QUOTATION
FOR
NEW JERSEY DISTRIBUTIVE ENERGY RESOURCES,
BOARD OF PUBLIC UTILITIES (BPU)**

RFQ799100S

****THIS IS A REPROCUREMENT OF RFQ795201S****

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

Date Issued: July 19, 2013

**Responses Due by 10:00 a.m. Eastern Time on:
Wednesday, July 24, 2013**



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

July 22, 2013

To: All Interested Bidders

**Re: Request for Quotation:
New Jersey Distributive Energy Resource, New Jersey Board of Public Utilities (BPU)**

Original Bid Due Date: **July 24, 2013** (10:00 a.m.)

Modification #1

The following constitutes Modification #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

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

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

PART 1

Request for Quotation New Jersey Distributive Energy Resource, New Jersey Board of Public Utilities (BPU)

Answers to Questions

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

1. Would the State clarify if proposals are due at 9 pm or 9 am on Monday July 15?

Response: Proposals were originally due at 9:00 a.m. Eastern Time on Monday, July 15, 2013. However, the proposals are now at 9:00 a.m. Eastern Time on Tuesday, July 16, 2013 (See Part 2 of this Addendum).

2. Given the complexity of the response, the need to coordinate many different technical competencies to write a thoughtful response, and the summer holiday schedule would the State extend the due date for this proposal by at least a week or two week?

Response: The State is committed to an aggressive timeframe for this procurement and will not extend the proposal due date

3. Please confirm which, if any, of the items on page 12 of Section 3.1 are part of the firm fixed price deliverables.

Response: RFQ Section 3.1 is the General Requirements section, the Firm Fixed Price Deliverables for this RFQ are listed under the following RFQ Sections and are clearly listed in the Price Schedule (Price Lines 1 through 7):

- 3.2 Development and Submission of DER Financing Proposal Program;**
- 3.3.1 Report on Policy and Program Options for Statewide Deployment of DER and Microgrids;**
- 3.3.2 Report on Leveraging of Existing State Incentives for Statewide Deployment of DER and Microgrids;**
- 3.3.3 Report on Disaster Preparedness and Resiliency through Statewide Deployment of DER and Microgrids;**
- 3.3.4 Market Potential Study for DER and Microgrids;**
- 3.3.5 Report of Financial and Incentive Strategies; and**
- 3.3.6 DER and Microgrids Statewide Database.**

4. Would the State consider revising Section 3.1C to provide the State Contract Manager with more flexibility to engage offerors in lower-risk contracting models, such as firm fixed price:

“The Contractor may be required to perform consulting services based on the unit prices bid and awarded in their GSA Schedules. “

Response: The State does not accept this proposed modification. Please see Part 2 of this Addendum for a revised Price Schedule.

5. Section 3.4 reads as follows:

“Following the completion of the report in Section 3.2 and if necessary and upon the request of the State Contract Manager, the Contractor shall perform consulting services based on hourly rates (Price Lines 8 – 11) as detailed below.”

Would the State consider revising Section 3.4 to read:

Following the completion of the report in Section 3.2 and if necessary and upon the request of the State Contract Manager, the Contractor shall perform consulting services based on rates (Price Lines 8 – 11) as detailed below:

Response: *The State does not accept this proposed modification.*

6. The schedule for deliverables for various reports appears to be aggressive given the complexity of the content and the need to engage various stakeholders. Is the State willing to consider alternative delivery schedules for the reports?

Response: *The State does not accept this proposed modification.*

7. The schedule for delivery of a financing plan (Section 3.2) appears to be aggressive.

- Has preliminary work already been done to conceptualize the financing plan called for in Section 3.2? If yes, please provide a copy of relevant documents.

Response: *While preliminary work has already been developed in regard to Section 3.2, it is not currently available. It will be provided to the successful bidder.*

- Is the State willing to consider alternative delivery schedule for the financing plan?

Response: *The State will not accept any modification to the delivery schedules specified within this Section of the RFQ.*

8. Section 5.10 on pages 28 and 29 of the statement of work specifies the performance requirements and associated damages for failure to perform. Is the State prepared to either delete the performance requirements or include language in the contract that states that the State and the contractor will develop and incorporate into the contract mutually agreeable acceptance criteria related to the performance requirements and associated guarantees?

Response: *The State does not accept either of these proposed modifications.*

9. The schedule for deliverables for various reports appears to be aggressive given the complexity of the content and the need to engage various stakeholders. Is the State willing to consider alternative delivery schedules for the reports?

Response: *The State will not accept any modification to the delivery schedules specified within this Section of the RFQ.*

10. Would the State consider revising Section 3.1C to provide the State Contract Manager with more flexibility to engage offerors in lower-risk contracting models, such as firm fixed price:

"The Contractor may be required to perform consulting services based on the unit prices bid and awarded in their GSA Schedules."

Response: The State does not agree to this proposed modification

11. Please explain the difference regarding what is requested or envisioned in the following requirements:

(a) The direction in Section 3.3.2 to include in the report "how ...existing incentive programs can be most efficiently leveraged by the State in responding to Superstorm Sandy to encourage the deployment of microgrids at public infrastructure and other critical assets;

Response: The Contractor shall evaluate the current energy efficiency and renewable energy incentives available in the New Jersey Clean Energy Program (NJCEP) as well as other incentives at other State agencies to determine how and if these incentives should or could be leveraged/revisted to address increased storm response resiliency through DER and microgrids.

(b) The direction in Section 3.3.3 to include in the report "the development of policies and programs to encourage the statewide deployment of DER technologies and microgrids for resiliency"; and

Response: Use of NJCEP incentives as economic policy is just one tool available to the State. There are other policies that are available to address deployment/advancement of DER and microgrids such as regulatory or technical policies.

(c) The direction in Section 3.3.4(D) to "make recommendations for improvements in current programs."

Response: The data developed in Section 3.3.4 will inform the report in section 3.3.3.

12. Reference: Section 4.1.8 Resumes

Given this offeror's client confidentiality practices and our corporate ethos of delivering immediate, tangible values to each client, our consultants complete many successful contracts each year. In order to make the most effective use of the State's resources, we respectfully request that offerors be permitted to provide only the 3 most recent and relevant references for each of our proposed team members.

Response: The State accepts this proposed modification. Please refer to #1 in Part 2 of this Addendum.

13. Would the State consider revising RFQ Section 5.5, Ownership of Material, to read:

"All Deliverables, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State."

Response: The State does not accept this proposed modification.

14. Reference: Section 5.5 Ownership of Material

Would the State consider revising the section to read:

“Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property (“Background IP”) in its proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or Contractor and subcontractors shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/Contractor’s Background IP delivered to the State for the purposes contemplated by the contract.”

“Should the bidder anticipate bringing pre-existing intellectual property into the project as a result of a request for proposal under Section 3.4 Additional Consulting Services, the intellectual property must be identified in the proposal.”

Response: The State does not accept this proposed modification.

15. Would the State consider revising the following sentence in RFQ Section 5.6.1 to read:

“The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State except to subcontractors hereunder.”

Response: The State does not accept this proposed modification.

16. Reference Section 5.6.3 Security Plan

The first sentence of RFQ Section 5.6.3 is as follows:

“The Contractor must provide a security plan after award of the contract.”

Would the State consider revising the following sentence in RFQ Section 5.6.3, Security Plan, to read:

“If requested, the Contractor must provide a security plan after award of the contract.”

Response: The State accepts this proposed modification. Please refer to #2 in Part 2 of this Addendum.

17. Would the State consider revising RFQ Section 5.7 to read:

“Neither Party is permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the other Party.”

“Neither Party shall use the other Party’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 other Party.”

Response: The State does not accept these proposed modifications.

18. Section 4.1.9 lists an extensive array of experience requirements that the bidder must meet. Because the RFP covers such an expansive scope, it is unlikely that one firm would have all the resources and experience under one roof to meet the full span of these requirements.

Question: Is it necessary that the prime alone meet all of the experience requirements enumerated in 4.1.9, or may the prime draw upon the collective experience of the entire team to demonstrate fulfillment of these requirements?

Response: As noted in Section 4.1.10 the bidder may enter into subcontractor arrangements. The subcontractor would be part of the bidder's team and its experience can be submitted as part of the bidder's team including the subcontractors.

19. Can the State provide additional detail on the system architecture, structure, and content of the BPU Database Management System that the contractor's database must be compatible with (per Section 3.3.6)? Are there any proprietary software tools or specialized expertise required of the contractor to support this interface?

Response: There are no proprietary software tools or special expertise needed. As set forth with in Section 3.6 the database should be in a Microsoft format. The Contractor will be provided with a Microsoft compatible electronic workbook to utilize and submit any report through the BPU system.

20. Because of the highly specialized nature of this work, some of the necessary types of expertise and associated rates fall outside the parameters of what is normally offered to the Government under a GSA MOBIS schedule. To address this issue, would the State allow a bidder to propose one or more labor categories and rates that exceed the offeror's current MOBIS schedule, provided reasonable justification is given?

Response:

Bidders must complete the revised Price Schedule attached to the RFQ as indicated and include hourly rates in Price Lines 8 through 11 and must abide by the requirements in accordance with RFQ Section 4.2.

21. Reference Attachment 1 – Price Schedule/Sheet Line Items 8 – 11.

Question: Would the State consider allowing Offerors whose GSA Schedules do not have hourly rates or labor categories to alter the table to conform to their GSA Schedules?

Response:

Bidders must complete the revised Price Schedule attached to the RFQ as indicated and include hourly rates in Price Lines 8 through 11.

PART 2

**Request for Quotation
New Jersey Distributive Energy Resource, New Jersey Board of Public Utilities (BPU)**

Additions, Deletions, Clarifications and Modifications to the RFP

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quote (RFQ) is issued by the State of New Jersey, Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Board of Public Utilities (BPU). The purpose of this RFQ is to solicit quotes from interested qualified firms to assist the State by developing a proposal outlining a Statewide energy program to increase the resiliency of the New Jersey distribution system (the distribution grid against future emergencies that may disrupt the availability of energy. In addition, evaluate those barriers within New Jersey that could impede the full development of DG and microgrids and recommend potential areas to reduce or minimize these barriers and provide recommendations to assist the State in an overall State energy program.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

The intent of this RFQ is to award a federally-based contract to that bidder whose quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The State considers the contract it will be issuing to be "federally-based" as the State is defining its universe of potential bidders from GSA Schedules and the ensuing contract is ultimately, State-issued. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

Please note that the bidder awarded this contract is not guaranteed to perform, or be paid for, all of the work identified in the RFQ, notwithstanding the deadlines and performance guarantees identified in the report. There is no amount of work guaranteed under the contract resulting from this RFQ, and that BPU can terminate the contract prior to completion of the deliverables identified in Section 3, Scope of Work.

1.1 BACKGROUND

At approximately 8:00 PM on October 29, 2012, Superstorm Sandy made landfall on the New Jersey coast near Atlantic City. Sandy's high winds also coincided with a full moon and high tides. Over 2.7 million or 68% of New Jersey electric utility customers were without power at the peak of this storm. While most customers were restored within a week or less, thousands were without power for several weeks.

As a result of the storm, there were over 9,000 down utility poles, approximately 116,000 fallen trees, over 350,000 homes and businesses were destroyed, refineries were shut down and 70% of gas stations were off-line. Critical facilities including wastewater treatment plants, water treatment plants, hospitals, communication centers and county evacuation centers were either operating standby generators or shutdown.

Over the last several years the region has been impacted by several major storms including:

- A. East Coast Derecho July 2011;
- B. Hurricane Irene August 2011;
- C. October snow storm October 30, 2011;
- D. Super Storm Sandy October 29, 2012;

- E. Northeaster November 7, 2012; and
- F. East Coast Derecho June 2013.

These storms and others resulted in varying degrees of power outages across New Jersey and the Mid-Atlantic/Northeastern states.

Following Hurricane Irene and now Superstorm Sandy, New Jersey has been focusing on developing a more resilient energy infrastructure that uses a mix of Distributive Energy Resources (DER) including and not limited to the following:

- A. Demand response (DR);
- B. Energy Efficiency (EE);
- C. Combined heat and power (CHP) with fossil and renewable fuels;
- D. Fuel cell (FC) with and without heat recovery with fossil and renewable fuels;
- E. Solar photovoltaic (PV) with storage; and
- F. Other renewables with storage.

Most of the components of New Jersey's critical infrastructure – including hospitals, water and wastewater facilities, schools, shelters, police and fire stations – rely on traditional power systems and may have back up diesel generators to be used during a power outage.

New Jersey currently has over 1,000 MW of solar that provides over 1% of the state's electricity. By the end of the 2014 Energy Year, this will increase to 2% of the instate electricity. New Jersey has over 3,000 MW of combined heat and power (CHP) that provides over 10% of our instate electricity. The majority of this power can and does sell into the PJM wholesale market. The Governor's Energy Master Plan (EMP) sets a goal to install an additional 1,500 MW of CHP which could increase the State's energy production to 24% of our electricity generation. The majority of this new CHP will be distributive generation (DG). New Jersey's Renewable Energy Portfolio Standard (RPS) law requires the development of solar to produce 4% of the State's electricity by 2028. The RPS also requires the development of 22.5% of Class I and Class II renewables in addition to solar by 2021. A portion of this 22.5% RPS will be DG.

The 2011 New Jersey EMP calls for a 17% reduction of the electrical energy usage through energy efficiency measures (EE) from 2010 levels by 2021 and the implementation of 1,500 MW of demand response (DR) by 2021. New Jersey has several programs to advance DG fuel cells and other renewables. In total, including EE, DR, and the RE RPS approximately 30% of New Jersey's energy could be generated by DG and RE sources by 2020. This could be as high as 50% if the cost for these technologies including PV, storage and micro-CHP continues on the current cost reduction curves.

One important issue that Sandy highlighted is that the majority of the DG that is currently installed in New Jersey including solar, CHP, fuel cells and other renewables, did not operate during or after the storm when the grid was down. Most DG is designed with an inverter that senses the outage of the grid and shuts down the DG as a safety precaution in addition to the external disconnect switch. To operate during and after an emergency when the grid goes down, DG must be specifically designed to operate in isolation of and independent from the grid. This independent and isolated operation as a microgrid can be expensive to retrofit into an existing facility, but if properly designed into a new facility it could be only a relatively small portion of the overall cost. However, with Superstorm Sandy and other large regional storms, governmental entities are beginning to evaluate the overall costs and the potential savings to operating during and after a storm when the grid goes down.

A recent study by Rutgers' Bloustein School for Public Policy estimated that Superstorm Sandy initially caused an \$11.7 billion economic loss to the State's gross domestic product and the total recovery after rebuilding could cost approximately \$25.1 billion through 2015.

Rutgers found that there were 4,200 jobs lost, a loss of \$1 billion in personal income and \$82 million in lost tax revenues in the 4th quarter of 2012. The study further found that these indicators would rebound to gains in 2013, 2014 and 2015. The report found that while these indicators would rebound it in no way implies that the state benefited or will benefit from Superstorm Sandy. A smart and resilient energy infrastructure, including DER and microgrids, is necessary over the long-term recovery process.

New Resiliency Program –Potential Solution

While 70% of the electric distribution system was down after Superstorm Sandy there were several entities throughout New Jersey in the storm impacted areas that had full power even with a loss of the distribution grid. These islands of power had DG units, specifically combined heat and power (CHP) units that were able to operate isolating their CHP unit from the grid when the power went down because of the storm. Entities like The College of New Jersey, Rutgers University, Princeton University, Bergen County Utilities Authority and dozens of businesses, industries and public facilities including hospitals that continued to provide electricity, space conditioning and food to their residents and customers while the grid was down because of the storm.

One reason is that the CHP units at these locations operated as a micro-grid independent and isolated from the centrally located electric distribution grid. The other is the energy infrastructure for these micro-grid CHP units are underground. The pipes that carry chilled water and steam for cooling and heating also provide a pathway for wires that provide the electricity.

A study by Princeton University risk control unit found that Princeton University's CHP micro-grid that operated for a week when the PSE&G distribution system that served Princeton was down saved the University millions in avoided losses of hundreds of irreplaceable research projects. The College of New Jersey's CHP microgrid operated while the grid that serves the facility was down. The College of New Jersey served as a central location for 2,000 mutual aid workers from other states that helped to restore power after the storm. The College of New Jersey's CHP microgrid provided heat, power, hot food and a hot shower to these workers who helped restore power in New Jersey.

Superstorm Sandy highlighted the need for certain critical infrastructure components to operate independently from the grid or to utilize more cost-effective, energy efficient and less polluting back up power options. There are numerous alternatives that can provide power to such facilities.

NJBPU currently provides a full menu of incentives for CHP, fuel cell and other DG technologies. These programs and incentives can be found at www.njcleanenergy.com. However, the NJBPU Clean Energy program only provides incentive/rebates and does not provide any financing programs. The objective of this procurement will be to initially link financing programs with the NJBPU Clean Energy incentives.

The potential solution to respond to recent regional storm events could be DG microgrids. However, there are a number of technical, regulatory and financial barriers that need to be evaluated in order to implement this solution.

1.3 QUOTE SUBMISSION

Quotes are to be submitted through the GSA eBuy site pursuant to State law that authorizes the Director of DPP to “promulgate the Federal Supply Schedules of the Federal General Services Administration” RFQ process by **Wednesday, July 24, 2013 at 10:00 a.m.** Eastern Time. Qualified GSA bidders may also submit quotes via email to:

Roy.Hambrecht@treas.state.nj.us

or via first class mail to:

Department of the Treasury
Division of Purchase and Property
9th Floor 33 West State Street
Trenton, NJ 08625

Bidders are to include the RFQ # on the outside of each package sent in via first class mail. Subsequent to response submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, Quotes will not be made public until the contract award is approved by the Treasurer’s office.

1.4 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

1.5 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **9:00 a.m., Monday, July 22, 2013**. Questions shall be directed via email to:

Roy.Hambrecht@treas.state.nj.us

Questions regarding the State of New Jersey Standard Terms and Conditions, and the New Jersey Travel and Reimbursement Section of the RFQ, and specifically incorporated herein, and exceptions to mandatory requirements shall be posed during the Question and Answer period and should also contain suggested changes.

Quotes submitted with any material terms that conflict with the RFQ/RFP terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFQ/RFP shall be deemed non-responsive. All exceptions should be included in the Q&A period.

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

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

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

1.6 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at:
https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan (see Section 9.0, Additional Requirements below) and the following actions to achieve the set-aside subcontracting goal requirements:

- A. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFQ;
- B. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
- C. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- D. Provide all potential subcontractors with detailed information regarding the specifications;
- E. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
- F. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and
- G. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes shall also contain a copy of the New Jersey Division of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If the bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its quote or within seven (7) business days upon request. Note a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets with the quote or within seven (7) days upon request shall preclude award of a contract to the bidder.

If awarded the contract, the bidder shall notify each subcontractor listed in the Plan, in writing.

1.7 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations Action Involving Bidder, Disclosure of Investment Activities in Iran, Affirmative Action Employee Information Report and the Conflicts Certification described in Section 1.0 must be supplied for each party to a joint venture.

NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFQ issued by the Division of Purchase and Property.

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

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

Contract – This RFQ, all addendum to this RFQ, and the winning bidder's proposal, all clarification and BAFO correspondence and the State's Standard Terms and Conditions.

Contractor – The bidder awarded a contract resulting from this RFQ.

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

Division – The Division of Purchase and Property.

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

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 State 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, Should, Can, – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

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

Task – A discrete unit of work to be performed.

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

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Combined heat and power (CHP) - also called cogeneration is the use of an engine or other power system to simultaneously generate electricity and useful thermal energy. Useful thermal energy includes both heating and cooling sometimes called trigeneration. Some typical CHP systems include microturbines, turbines, fuels cells, reciprocating engines, and sterling engines.

Distributed energy resources (DER) - are onsite systems, equipment or processes that are small, modular, and decentralized compared to larger centralized power plants that also include transmission and distribution systems. DER is connected on the customer's side of the meter as opposed to the utility's side of the meter. DER can include demand response (DR) energy efficiency (EE) and distributive generations (DG). DER can be either grid-connected or off-grid energy systems located in or near the place where energy is used.

Distributed generation (DG) - also called on-site generation, decentralized generation, or distributed energy, generates power onsite at the point of use of the power as opposed to a large centralized facilities. The centralized power plant must send the power a long distance through transmission and distribution systems including pipes and wires. The DG facility can generate both electricity and useful thermal energy for heating and cooling. Some typical DG systems are combined heat and power (CHP), fuel cells, microturbines, wind, and solar photovoltaic.

Demand response (DR) - is the changes in electric usage by end-use electric customer from their normal consumption patterns in response to changes in the price of electricity over time, or to incentive payments designed to induce lower electricity use at times of high wholesale market prices or when system reliability is jeopardized. DR includes all intentional modifications to consumption patterns of electricity of end use customers that are intended to alter the timing, level of instantaneous demand, or the total electricity consumption.

Energy efficiency (EE) - is using less energy to provide the same service. EE is not energy conservation. Energy conservation is reducing or eliminating the service. Replacing a high wattage light bulb with a more efficient lower wattage bulb that provides the same amount of light in lumens when in use is EE. Shutting off the light when it is not in use is energy conservation.

Microgrid - is a group of interconnected electrical loads and distributed energy resources (DER) with clearly defined electrical boundaries that acts as a single controllable entity with respect to the electric distribution or transmission grid. A microgrid can connect and disconnect from the grid to enable it to operate in either grid connected or island mode.

PJM Interconnection LLC (PJM) is a Regional Transmission Organization (RTO) which is part of the Eastern Interconnection grid operating an electric transmission system serving all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. PJM, headquartered in Valley Forge, Pennsylvania, is currently the world's largest competitive wholesale electricity market.

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The Contractor shall meet the requirements in the Scope of Work in two (2), possibly three (3) phases.

- A. The Contractor shall use best available data to develop the proposal to develop a new potential DER financing program as required in RFQ Section 3.2;
- B. The Contractor shall prepare and provide the reports required in Sections 3.3.1 through 3.3.5 as directed in RFQ Section 3.3;
- C. The Contractor may be required to perform consulting services on an hourly rate basis as indicated in RFQ Section 3.4.

The Contractor shall expect work to be assigned by written task order with pricing based on the unit price bid. The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

The Contractor shall interact with federal agencies, including the U.S. Department of Energy, National Renewable Energy Laboratory, and U.S. Department of Housing and Urban Development, in order to support the energy resilience strategy.

The Contractor shall, under the direction of the State Contract Manager, identify all waivers that the State should consider requesting under the Stafford Act, the CDBG-DR program and other relevant federal programs.

The Contractor shall, under the direction of the State Contract Manager, assess and account for the interaction of federal energy programs and priorities with State programs focused on increased deployment of DER, DG, and microgrid technologies.

The Contractor shall recommend and assist in the development and review of solicitations (RFP, RFQ, or other), if necessary, for additional services needed by the State in connection with energy resilience activities and/or activities funded by Superstorm Sandy disaster relief funds for use for energy resilience projects, and to provide support to the State during the proposal evaluation process; additional services could include, but are not limited to, the augmentation of State management and staff needed to carry out recovery activities or program/project management services related to the implementation of disaster recovery programs related to energy resilience.

The Contractor shall, under the direction of the State Contract Manager, support the State's communications strategy related to the proposal and the other energy resilience recovery program areas coordinated by BPU. This shall include developing an outreach strategy for marketing the DER Financing programs as developed based on the tasks and deliverables below. This outreach and marketing shall be consistent with and coordinated through the NJBPU Office of Clean Energy (OCE) and the New Jersey Clean Energy Program (NJCEP). The NJCEP storm response programs are at <http://www.njcleanenergy.com/>.

The Contractor shall station an adequate number of key personnel at the offices of the BPU in Trenton, NJ and other state departments and agencies as needed.

3.2 DEVELOPMENT AND SUBMISSION OF DER FINANCING PROGRAM PROPOSAL

As part of the first phase of the tasks and deliverables to be completed under this contract, the Contractor shall, under the direction of the State Contract Manager, prepare a detailed, written proposal for a new potential DER financing program (Program). The Contractor shall utilize best

available data to prepare the proposal. The Contractor shall design a Program that leverages Superstorm Sandy disaster relief funds with existing NJBPU Clean Energy incentives and other existing and available state, federal, or utility Clean Energy incentives. The goal of the Program shall encourage increased deployment of Distributive Energy Resources (DER) technology and microgrids at public infrastructure and other critical assets and facilities throughout the State to advance the electric distribution system's storm responsiveness and resiliency. The Contractor shall include, at a minimum, the following in its Program proposal for the overall DER and microgrid program:

- A. Scope of work of the Program;
- B. Budget estimates of the overall Program; and
- C. Timelines for recommended program implementation.

The Contractor shall produce a first draft of the proposal to be completed within seven (7) business days of the Contractor starting work under this contract. The State Contract Manager will review the proposal and either approve it or send it back to the Contractor with modifications. Once the Contractor has received the modified proposal from the State Contract Manager, the Contractor shall have three (3) business days to submit the final proposal for approval.

3.3 ADDITIONAL DELIVERABLES

The tasks, deliverables, draft reports and final reports that will be completed as part of the second phase of this scope of work to be completed under this Contract shall include the following:

- A. Regarding Sections 3.3.1 and 3.3.2, the Contractor shall develop and submit work plans with schedules for completion of the tasks in these sections within 2 weeks of contract award. For Section 3.3.1 through 3.3.2, the Contractor shall develop and submit a draft report for the tasks noted in these sections within 6 weeks of contract award. The State Contract Manager will review the reports, suggest modifications, and resubmit to the Contractor within one (1) week. The Contractor shall make the required modifications to the reports and submit the final reports within one (1) week. Ultimately, the Contractor shall have the final reports for Sections 3.3.1 and 3.3.2 submitted to the State Contract Manager within two (2) months of contract award;
- B. Regarding Sections 3.3.3 through 3.3.4, the Contractor shall develop and submit work plans with schedules for completions of the tasks in these sections within 2 weeks of contract award. For Sections 3.3.3 through 3.3.4, the Contractor shall develop and submit a draft report for the tasks noted in these sections within 10 weeks of contract award. The State Contract Manager will review the reports, suggest modifications, and resubmit to the Contractor within one (1) week. The Contractor shall make the required modifications to the reports and submit the final reports within one (1) week. The Contractor shall have the final reports for Sections 3.3.3 and 3.3.4 submitted to the State Contract Manager within three (3) months of contract award; and
- C. Regarding Section 3.3.5, the Contractor shall develop and submit work plans with schedules for completions of the tasks in this section within 2 weeks of contract award. For Sections 3.3.5, the Contractor shall develop and submit a draft report for the tasks noted in this section within 18 weeks (4 ½ months) of contract award. The State Contract Manager will review the reports, suggest modifications, and resubmit to the Contractor within one (1) week. The Contractor shall make the required modifications to the reports and submit the final reports within one (1) week. Ultimately, the Contractor shall have the final reports for Section 3.3.5 submitted to the State Contract Manager within five (5) months of contract award.

3.3.1 REPORT ON POLICY AND PROGRAM OPTIONS FOR STATEWIDE DEPLOYMENT OF DER AND MICROGRIDS

The Contractor shall evaluate options and prepare a written report for Superstorm Sandy-related recovery and resilience programs related to the increased deployment of DER technology and microgrids, including general assistance with development of policies and programs relating to encouraging increased deployment of DER technology and microgrids, which can be funded in whole or part with Superstorm Sandy disaster relief funds and leveraged with NJBPU Clean Energy funds and other existing and available state, federal and utility Clean Energy incentives. A listing of the current NJBPU Clean Energy Program and utility Clean Energy incentives can be found at <http://www.njcleanenergy.com/>. In its report, the Contractor shall include the development of policies and programs to encourage the statewide deployment of DER technologies and microgrids for resiliency. The Contractor shall participate in and receive comments from, but not limited to, the following:

- A. Appropriate NJBPU Clean Energy Program committees; and
- B. NJBPU Clean Energy Program Work group meetings.

3.3.2 REPORT ON LEVERAGING OF EXISTING STATE INCENTIVES FOR STATEWIDE DEPLOYMENT OF DER AND MICROGRIDS

The Contractor shall, under the direction of the State Contract Manager and in conjunction with relevant state departments or agencies review all relevant federal and state energy programs, including both disaster recovery and existing State programs and resources including the NJBPU Clean Energy Programs at <http://www.njcleanenergy.com/> and produce a report that shall include specifying how these existing incentive programs can be most efficiently leveraged by the State in responding to Superstorm Sandy to encourage the deployment of DER technologies and microgrids at public infrastructure and other critical assets. In its report, the Contractor shall include the development of policies and programs to encourage the statewide deployment of DER technologies and microgrids for resiliency. The Contractor shall participate in and receive comments from, but not limited to, the following:

- A. Appropriate NJBPU Clean Energy Program committees; and
- B. NJBPU Clean Energy Program Work group meetings.

3.3.3 REPORT ON DISASTER PREPAREDNESS AND RESILIENCY THROUGH STATEWIDE DEPLOYMENT OF DER AND MICROGRIDS

The Contractor shall, under the direction of the State Contract Manager, work with the New Jersey Office of Homeland Security & Preparedness, the New Jersey Office of Emergency Management, the Department of Environmental Protection, and other state departments and federal agencies to develop a statewide policy and produce a report that encourages clean energy, resilience, and disaster preparedness through increased statewide deployment of DER technology and microgrid at public infrastructure and other critical assets. In its report, the Contractor shall include the development of policies and programs to encourage the statewide deployment of DER technologies and microgrids for resiliency. The Contractor shall participate in and receive comments from, but not limited to, the following:

- A. Appropriate NJBPU Clean Energy Program committees; and
- B. NJBPU Clean Energy Program Work group meetings.

3.3.4 MARKET POTENTIAL STUDY FOR DER AND MICROGRIDS

The Contractor shall, under the direction of the State Contract Manager, complete a comprehensive market potential assessment that is data-driven and that will identify, at a minimum, the following:

- A. The full range of DER and Distributive Generation (DG) technologies;
- B. Assess current New Jersey policies for DER and DG;
- C. Consider available data and studies already performed;
- D. Make recommendations for improvements in current programs; and
- E. Consider the need for financing to encourage DER and DG, and related challenges.

The Contractor, in the development and presentation of the draft and final market assessment report, shall interact, participate in, and receive comments from, but not limited to:

- A. Local meetings; and
- B. Non-profits and/or other local and state organizations as well as appropriate NJBPU Clean Energy committees and work groups.

Existing NJBPU clean energy market potential studies can be found online here at: <http://www.njcleanenergy.com/main/public-reports-and-library/market-analysis-protocols/market-analysis-baseline-studies/market-an>.

3.3.5 REPORT OF FINANCIAL AND INCENTIVE STRATEGIES

The Contractor, under the direction of the State Contract Manager, and concurrent with the review and the development of the report and studies in Section 3.3.1 through Section 3.3.4 above, shall develop a financing and incentive strategy report to encourage energy resilience through increased deployment of DER, DG, and microgrid technology. The development of a financing and incentive strategy shall include:

- A. Defining and prioritizing the specific needs of infrastructure and other assets critical to the State and tailoring programs to address those needs based upon Contractor's detailed analysis of those needs;
- B. Incorporate homeland security and preparedness factors into programmatic design; and
- C. Consider any other relevant data.

In its report, the Contractor shall include the development of policies and programs to encourage the statewide deployment of DER technologies and microgrids for resiliency. The Contractor shall participate in and receive comments from, but not limited to, the following:

- A. Participation in appropriate NJBPU Clean Energy committee; and
- B. Work group meetings.

3.3.6 DER AND MICROGRIDS STATEWIDE DATABASE

The Contractor shall, under the direction of the State Contract Manager, create and/or utilize a data management system compatible with BPU's system that includes all existing New Jersey DERs and microgrids. The Contractor shall submit all of the appropriate aforementioned reports (RFQ Sections 3.3.1 through 3.3.4) required of the State by that system. The database shall be in a Microsoft Word, Excel, or Access format.

3.4 CONSULTING SERVICES

Following the completion of the reports in Section 3.2 and Section 3.3, and if necessary and upon the request of the State Contract Manager, the Contractor shall perform consulting services as detailed below:

- A. The Contractor shall not begin performing any consulting work without first obtaining written approval from the State Contract Manager and the Director;
- B. In the event of consulting work, the Contractor must present a written proposal to perform the consulting work to the State Contract Manager. The proposal should provide justification for the necessity of the consulting work. The relationship between the consulting work and the base contract work must be clearly established by the Contractor in its proposal;
- C. 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;
- D. The written proposal must detail the cost necessary to complete the consulting 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 bid proposal submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed cost 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 bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included;
- E. Upon receipt of a complete proposal, the State Contract Manager shall forward same to the Director, along with a recommendation and all supporting documentation. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT). Upon receipt and review of all documentation, the Director shall approve or deny the proposal in writing; and
- F. No consulting work may commence without the Director's written approval. In the event the Contractor proceeds with consulting work without the Director's written approval, it shall be at the Contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

3.5 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the State all reports and documents as required in section 3.0 and those report and documents as may be necessary to support requests to federal agencies for the use of Superstorm Sandy disaster relief funds to support energy resilience programs, in accordance with all relevant requirements, including but not limited to those imposed by HUD, FEMA and the State.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall maintain all records related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclosed to other parties for audit and review. Record retention beyond the five year mark may be necessary and will be directed by the State.

The Contractor shall provide protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

3.6 TRAVEL EXPENSES AND REIMBURSEMENT

The General Services Administration (GSA) travel rules and regulations shall apply to Consulting Services work under RFQ Section 3.4 only and the related pricing submitted by bidders to perform such work. All other work billed under this RFQ shall be billed on a firm fixed basis.

Travel Expenses and Reimbursements shall be made to the bidder as follows:

The Contractor agrees to adhere to the GSA published travel rules and rates to include disaster specific amendments in accordance with the Federal Travel Regulations. Reimbursable expenses shall be limited to the following:

- A. Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
- B. Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA or other funding agencies require same);
- C. Lodging limited to the maximum current GSA per diem rate to include GSA- or FEMA approved lodging waivers;
- D. Rotation airfare for Consultant employees or approved Sub-consultants will be reimbursed based on the Consultant travel policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the Client;
- E. Mileage for Consultant privately owned vehicles at the current New Jersey rate of 31 cents per mile; and
- F. Car rental, only as approved by State Contract Manager, at rates equal to or lower than the State's rental car contract, M0064, located at:
http://www.state.nj.us/treasury/purchase/noa/contracts/m0064_12-r-22550.shtml

4.0 BIDDER'S QUOTE

4.1. TECHNICAL QUOTE

Quotes submitted in response to this RFQ shall respond to each of the following requests in the order indicated. It shall be clear and concise in response to the information and requirements described in the RFQ.

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

The format and sections of the Technical Quote shall conform to the volume/tabbed structure outlined below. Both volumes and all tabs shall be labeled appropriately. Adherence to this format is necessary in order to permit the efficient and effective evaluation of Quotes.

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. Quotes shall be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFQ. Each bidder is solely responsible for the accuracy and completeness of its Quote.

The Technical Quote shall be in the following format:

Content Checklist – Volume I	
	Cover Page
	Quote Letter
	Table of Contents
TAB 1	Management Overview
TAB 2	Start-Up Team
TAB 3	Contract Management
TAB 4	Potential Challenges
TAB 5	Organizational Support and Experience
TAB 6	Resumes
TAB 7	Experience of Bidder on Contracts of a Similar Size and Scope
TAB 8	Subcontractors
TAB 9	References
TAB 10	Additional Requirements

Content Checklist – Volume II	
TAB 1	Cost Quote Price Schedule

4.1.1 COVER PAGE

The following information shall be included under the title “RFQ for New Jersey Distributive Energy Resource, New Jersey Board of Public Utilities.”

- A. Name of the bidder;
- B. Firm address;
- C. Firm telephone number;
- D. Firm Federal tax identification number; and
- E. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the bidder on behalf of the firm.

4.1.2 QUOTE LETTER

By signing the letter and/or Quote, the bidder certifies that the signatory is authorized to bind the bidder. The offer shall include:

- A. A brief statement of the firm’s understanding of the scope of the work to be performed;
- B. Certification that the firm has or will obtain the appropriate state business license(s);
- C. Certification that the firm has not had a record of substandard work within the past five years;
- D. Certification that the firm has not engaged in any unethical practices within the past five years;
- E. Certification that, if awarded the contract, the bidder acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- F. All other information that the bidder determines appropriate;
- G. The signature of an individual who is authorized to make Quotes of this nature in the name of the firm submitting the offer; and
- H. The bidder shall certify that no key team member, subcontractors or its key members are list on any State or Federal suspension, debarment, or disqualification list.

4.1.3 MANAGEMENT OVERVIEW – TAB 1

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

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

4.1.4 START-UP TEAM – TAB 2

The bidder shall provide a chart or table describing all current and proposed staff (project team) members of the bidder and staff members of proposed subcontractor firms who would be

assigned to meet the requirements of this RFQ following the award of the contract, their roles (in a word or a phrase), and the percentage of Full Time Equivalent (FTE) work each staff member would commit for this engagement, and where the individuals will primarily be working, whether in New Jersey or another location. Include in this chart or table all contract management and human resources staff who will be dedicated to recruiting and hiring subcontractors and/or additional staff to be assigned to this work.

On the list described in the paragraph above, identify the members of your staff who would be assigned to act for your firm in key management and field positions providing the services required.

4.1.5 CONTRACT MANAGEMENT – TAB 3

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion. The plan shall include the bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports in its Quote.

4.1.6 POTENTIAL CHALLENGES – TAB 4

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

4.1.7 ORGANIZATIONAL SUPPORT AND EXPERIENCE – TAB 5

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, at least three (3) references, together with contact names, telephone numbers, and email addresses evidencing the bidder's qualifications and its ability to perform the services required by this RFQ.

4.1.8 RESUMES – TAB 6

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the Project. Resumes shall be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one. Resumes shall include the following:

- Clearly identify the individual's previous experience by referencing the three (3) most recently completed projects of similar size and scope;
- List beginning and ending dates for each similar contract;
- A description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- With respect to each similar contract, the Bidder shall include the name and address of each reference together with a person to contact for a reference check (include telephone number and e-mail address).

The bidder shall affirm that no key team member, subcontractors or its key members are list on any State or Federal suspension, debarment, or disqualification list.

4.1.9 EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE – TAB 7

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

By the above, bidders shall demonstrate at a minimum the following experience:

The bidder shall have at least 3 years of experience in the public sector markets, financial services, and energy markets and public sector financing.

With respect to energy markets, the bidder, in addition to having experience with energy infrastructure, including natural gas and electric transmission and distribution systems (pipes and wires) and wholesale and retail energy markets, shall have experience with federal and state EE, DR, RE, and DER programs. The Contractor shall also have experience with developing, performing, and analyzing energy market assessment for EE, DR and DER markets.

4.1.10 SUBCONTRACTS – TAB 8

Bidders may enter into subcontractor arrangements, however, by submitting a bid, bidders acknowledge that they are responsible for the entire contract.

If the bidder intends to subcontract for portions of the work, the bidder shall identify all subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the bidder under the terms of this RFQ is also required for each subcontractor. The Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the State, the Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

4.1.10.1 REFERENCES – TAB 9

For each subcontractor, the bidder should submit (3) three references supporting the capabilities of the subcontractor(s) as they relate to this RFQ.

4.1.11 DISCLOSURE

As part of the technical proposal, the bidder must disclose any involvement in the following and provide a statement certifying that there will be no conflict of interest:

1. Bidders shall disclose the nature of any current or past business relationship that they have with the contractor providing service on State Contract G-8034, Consulting: Disaster Recovery, G8037, Housing Strategy Advisor, G2010, Housing Program Advisor, or any other consultant providing consulting services on disaster recovery services.
2. Participation in any proceeding in front of the New Jersey Board of Public Utility (the Board) as an expert witness on behalf of any party, participated as an intervener in any case or proceeding in front of the Board.

4.1.12 ADDITIONAL REQUIREMENTS – TAB 10

Refer to [Section 9, Additional Requirements](#), for more information.

4.2 COST QUOTE (PRICE SCHEDULE)

The bidder must submit its pricing using the format set forth in the State-supplied Price included as Attachment 1. The Price Schedule requires firm fixed pricing for Lines 1 through 7. .

The bidder shall also provide a listing of labor title categories of personnel it may use to fulfill requirements of Sections 3.4 and 5.11 of the RFQ along with the GSA hourly rates or MOBIS weekly rates for such personnel. The bidder must include the number of hours for each staff member proposed under a weekly pricing format. The bidder must also indicate how it accounts for billing if less than a full week of work is performed. Payment to the Contractor for work under RFQ Sections 3.4 and 5.11 will be based upon these rates.

As part of its Quote the bidder shall provide a budget that shall set forth how its hourly or weekly rates will be applied to the various services requested within this RFQ and priced under firm fixed pricing. This budget must indicate how the bidders hourly or weekly rates foot to the total price of each Line 1 through 7. The bidder may offer hourly or weekly rates more competitive than its GSA or MOBIS pricing but may not increase said rates.

Failure to submit all information required will result in the proposal being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1)** year. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **one (1)**, one-year period, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. 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 State may have arising out of the Contractor's performance of this contract.

5.3 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State 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.

5.4 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

If it becomes necessary for the Contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the Contractor will identify the proposed new

subcontractor 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 management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor 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.

5.5 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 State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, 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 State all right, title and interest in and to any such material, and the State 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 bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or Contractor and subcontractors shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.6 SECURITY AND CONFIDENTIALITY

5.6.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential. 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 State.. 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 State 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.

The Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the Contractor. 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.

Security clearance/background check for all Contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.6.2 SECURITY STANDARDS

- A. Network Security: The Contractor shall maintain the Contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:
1. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at; <http://web.nvd.nist.gov/view/ncp/repository> or
 2. Any recognized comparable security standard that the Contractor then applies to its own infrastructure and is approved by the NJ Office of Information Technology (NJOIT). Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
- The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
 - For “outsourced hosting services”, the Contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.
 - If the Contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the Contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
 - The Contractor shall provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.
- B. Application Security: The Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.

1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
- C. Data Security: The Contractor and subcontractors at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
- 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 (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
 - 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 shall also conform to Payment Card Industry (PCI) Data Security Standard.
- D. Data Transmission: The Contractor shall 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 shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall 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.
- E. Data Storage: All data provided by the State of New Jersey or gathered by the Contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State 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 State Project Manager.
- F. Data Scope: All provisions applicable to 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.
- G. Data Re-Use: All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall 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 State Contract Manager.
- H. Data Breach: Unauthorized Release Notification: The Contractor shall 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 shall assume responsibility for informing the State Contract Manager 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.

- I. End of Contract Data Handling: Upon termination of this Contract the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.
- J. Security Audit: The Contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

5.6.3 SECURITY PLAN

If requested, the Contractor must provide a security plan after award of the contract. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- A. Facilities Physical Security;
- B. System Security;
- C. System Data Security; and
- D. Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

The Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- A. Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- B. System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- C. Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.

- D. Role based security access – the products and methods for role based security and access to the Contractor’s infrastructure and access to the State’s infrastructure.
- E. Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- F. Logging / Auditing controls – the Contractor’s audit control methods and requirements.
- G. Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- H. Vulnerability / Security Assessment – the products and methods used for scanning Contractor’s infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- I. Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- J. Firewall – the products and methods for firewall control process and intrusion detection methodology.
- K. Database – the products and methods for safeguarding the database(s).
- L. Server and infrastructure – the products and methods for "hardening" of the hardware’ operating systems.
- M. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- N. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.6.4 FEDERAL TAX INFORMATION SECURITY

The Contractor must comply with the tax information guidelines for federal, State, and local agencies found in IRS Publication 1075, as amended from time to time, including but not limited to the following:

5.7 NEWS RELEASES AND ADVERTISING

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

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

5.8 LICENSES AND PERMITS

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

5.9 CLAIMS AND REMEDIES

5.9.1 CLAIMS

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

5.9.2 REMEDIES

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

5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.9 LATE DELIVERY

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.10 PERFORMANCE MEASUREMENTS

Effective and efficient operation of the project is necessary to promote the best interests of all parties, especially the public. To the extent that actions of the Contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. As a result, situations may arise where the imposition of liquidated damages may be required to compensate for the failure to meet performance standards.

If the Contractor fails to meet any of the performance standards or conditions of the contract, the State may withhold payment for damages from the fees or premiums due to the Contractor in an amount equal to the damages stated in this section. Such payments shall not relieve the Contractor of its obligation to remedy any breach of the performance standards to which they relate. Nothing in this section shall limit the State's right to seek damages or any other remedy at law or equity not specified in this section.

RFP Section	Scope Description	Performance Requirement	Time Frame	Performance Guarantee
3.2	Draft Program Proposal	Deliver Draft Proposal as required (in RFQ Section 3.2	Seven (7) days from Contract Start Date	3% per day delay as per price Line # 1
3.2	Final Program Proposal	Deliver Draft Proposal as required (in RFQ Section 3.2	Three (3) days after suggested revisions submitted to Contractor	3% per day delay as per price Line # 1
3.3.1	Policy Report	Policy Report delivered within two (2) months of contract award.	Two (2) months from contract award.	1% per day delay as per price Line # 2
3.3.2	Leverage Report	Leverage Report delivered within two (2) months of contract award.	Two (2) months from contract award.	1% per day delay as per price Line # 3
3.3.3	Disaster Preparedness Report	Disaster Preparedness Report delivered within three (3) months of contract award.	Three (3) months from contract award.	1% per day delay as per price Line # 4
3.3.4	Market Potential Report	Market Potential Report delivered within three (3) months of contract award.	Three (3) months from contract award.	2% per day delay as per price Line # 5
3.3.5	Financial Strategies Report	Financial Strategies Report delivered within two (5) months of contract award.	Five (5) months from contract award.	2% per day delay as per price Line # 6

5.11 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State 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 RFQ. 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 State Contract Manager shall forward same to the Director for the Director’s written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey’s Office of Management and Budget and NJOIT.

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

5.12 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.12.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and,
- C. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The Contractor shall not be liable for special, consequential, or incidental damages.

5.12.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.13 PROGRAM EFFICIENCY ASSESSMENT

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

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director 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 Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director 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 State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

After the proposals are reviewed, one, some or all of the bidders 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 bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

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

6.7 SELECTION PROCESS

Quotes will be evaluated and scored technically before pricing is revealed to the Evaluation Committee. Each evaluated quote will receive a Total Technical Score. The Technical Proposal Score will be the average of the combined Technical Quote Score (sum of each voting member technical evaluation score divided by the number of voting members). All score sheets resulting in a score of 700 and higher will be considered in the technical competitive range.

6.7.1 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 RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.7.2 TECHNICAL EVALUATION CRITERIA

- A. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- B. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- C. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

6.7.3 BIDDER'S COST QUOTE

For evaluation purposes, bidders' quote sheets will be evaluated and ranked based on an analysis of cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the technical scores and bid prices, but the reasonableness of costs, will be determined on the basis of a specific Task Order.

Bids will be ranked using the Total of Price Lines 1 - 7. Price Line 8 and the bidders hourly/weekly rates will not be included in the overall pricing evaluation. The Pass Through price line shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 8.

6.7.4 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.

6.7.5 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

6.7.6 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director 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 Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State'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 bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders 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 bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

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

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFQ, is/are most advantageous to the State, price and other factors considered. The Director

may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

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

All contacts, records of initial evaluations, any correspondence with bidders 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 Notice of Intent to Award a contract is issued.

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

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 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 State 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 Certification and Disclosure 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 contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFQ, as well as future contract opportunities.

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. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 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 pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFQ for further information.)

7.2 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFQ.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State 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 State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State 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 State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with contract users.

9.0 ADDITIONAL REQUIREMENTS

The documents listed below **must** be completed and submitted with the bidder's quotation. These documents may be downloaded from the Division of Purchase and Property's website, which is located at www.state.nj.us/treasury/purchase/forms.shtml:

Ownership Disclosure Form

www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Disclosure of Investigations and Other Actions Involving Bidder Form

www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Disclosure of Investment Activities in Iran

www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Certification of MacBride Principles and Northern Ireland Act of 1989

www.state.nj.us/treasury/purchase/forms/MacBride.pdf

Subcontractor Utilization Form

www.state.nj.us/treasury/purchase/forms/SubContractingForms.pdf

New Jersey Standard Terms and Conditions

www.state.nj.us/treasury/purchase/forms/pbst.pdf

Source Disclosure Certification Form

www.state.nj.us/treasury/purchase/forms/sdcertificationform.pdf

The following documents should be completed and submitted with the Bidder's quotation:

Two-Year Chapter 51/EO 117 Vendor Certification and Disclosure of Political Contributions

www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf

Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program).

www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

NOTE: A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: www.state.nj.us/treasury/revenue/

www.nj.gov/treasury/revenue/gettingregistered.shtml

To obtain a copy of your New Jersey Business Registration you may do so by using the following website: www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp.

ATTACHMENT 1 – PRICE SCHEDULE

Line #	Description of Services	Qty	Unit	Unit Price	Total Price
1	Development and Submission of Final Proposal (RFQ Section 3.2)	1	Each	\$	\$
2	Report on Policy and Program Options for Statewide Deployment of DER and Microgrids (RFQ Section 3.3.1)	1	Each	\$	\$
3	Report on Leveraging of Existing State incentives for Statewide Deployment of DER and Microgrids (RFQ Section 3.3.2)	1	Each	\$	\$
4	Report on Disaster Preparedness and Resiliency through Statewide Deployment of DER and Microgrids (RFQ Section 3.3.3)	1	Each	\$	\$
5	Market Potential study for DER and Microgrid for Statewide Deployment for Increased Disaster Preparedness and Resiliency (RFQ Section 3.3.4)	1	Each	\$	\$
6	Report on Financial and Incentive Strategies for Statewide Deployment of DER and Microgrids (RFQ Section 3.3.5)	1	Each	\$	\$
7	DER and Microgrid Statewide database (RFQ Section 3.3.6)	1	Each	\$	\$
TOTAL					\$

- **Bids will be ranked using the Total of Price Lines 1 - 7.**

Line #	Pass Through Price Line *	Total
8	Travel Expenses and Reimbursements	N/A

- **Price Lines 8 and the bidders hourly/weekly rates will not be included in the overall pricing evaluation. The Pass Through price line shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 8.**

In presenting its personnel and hourly or weekly rates, the bidder should align its labor categories to the following professional categories:

Supervisory/Senior Consultant – Is an individual that would be a managing consultant for projects. A Senior Consultant would develop strategic plans and advise on function specific strategies. This individual would also oversee the improvement of methodologies and analysis implementation.

Consultant – Defined as someone that possesses knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. The consultant would support the development of solutions to address an organization’s challenges and project objectives. The individual would assist in the assessment of the impact of industry trends, policy, or standard methodologies. Consultants may include individuals who will carry out such functions as analyses, report documenting, proposal development, or implementation efforts.

Associate/Staff - This field position denotes a supervised field individual that will support the program/project in the preparation of deliverables, internal reports, briefings, and other requirements.

Administrative Support Staff - This labor category is for the individuals performing office support functions such as clerical, data entry, document preparation.