



State of New Jersey

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MARCH 1, 2013

To: All Interested Bidders

RE: RFQ765081S

Marketing & Outreach Services – Superstorm Sandy Recovery

Quotation Submission Due Date: March 7, 2013 (12:00 p.m. Eastern Standard Time)

MODIFICATION #1

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

Part 1: Answers to questions.

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

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

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

PART 1
Marketing & Outreach Services – Superstorm Sandy Recovery
RFQ Number: RFQ765081S

ANSWERS TO QUESTIONS

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

#	Question	Answer
1	Can you provide the approximate timing of the public release of the State HUD action plan?	Late March 2013/early April 2013, dependent on HUD review/approval timeframes.
2	It indicates New York, Pennsylvania and New Jersey comprises two-thirds of New Jersey visitors. Are visitors defined as leisure, business or both?	Visitors are defined as both.
3	"...the proposed campaign should also anticipate deployment of funding to DMOs to deploy the message locally and in additional markets." Will this funding be drawn from the budget of \$25 million ceiling for this contract or from other sources?	It will be drawn from the \$25 million for this contract. We are seeking ideas on how best to facilitate the message through intermediaries based upon bidder's quotes.
4	Can you please clarify what type of example you have in mind for "recommendation for a brand?" What do you mean by "brand" in this context? Are you looking for sample identity marks, slogans, positioning statements, narrative documents of some type, or something else?	We are seeking respondents' ideas on a strategy to brand this campaign in a manner than contemplates tagline, slogan, positioning statement and visuals that can be used in paid and earned media.
5	To complete the detailed schedule identifying the timeframe for each deliverable, what amount of time should be allocated for client approvals ?	Three (3) days should be allotted for client approvals.
6	Do you anticipate holding oral presentations and, if so, can you provide the date(s) on which they will be held?	Yes. Oral presentation will be held on March 13, 14 or 15, 2013.
7	Are there page number limitations on the proposal or any of its volumes?	No there is no page number limitations of the proposals or any of its volumes.
8	If a New Jersey Small Business Enterprise is included in a response team as a TEAMING PARTNER instead of as a SUBCONTRACTOR, will the revenue that will accrue to the NJSBE count toward set-aside subcontracting goals? If so, should the NJSBE teaming arrangement be documented within the Subcontractor Utilization Plan?	The revenue will only be captured if the winning bidder is a small business or if the winning bidder utilizes a small business-subcontractor.
9	Can you please explain the relationship between the work that will be performed by a) this contractor, the existing travel and tourism contractor for the State Department, and the contract that is currently in solicitation phase for travel and tourism public relations from the State Department? Can you clarify why there are multiple state government contracts that appear to have the same purpose, at the same time?	The campaign contemplated in this RFQ is being undertaken as part of the State's Action Plan to specifically address the needs of Superstorm Sandy-impacted areas. The existing State tourism contract is limited in its budget, and is not designed to address Superstorm Sandy impacted areas specifically. The goals of the different contracts are of different size and scope, necessitating a separate RFQ by the State
10	Does NJEDA have a database (email or names and addresses) of individuals who have requested travel information and, if so, will the contractor have access to this	Information of this nature, if available, would be provided through the Division of Travel and Tourism.

#	Question	Answer
	database? Is there an ongoing CRM program?	
11	Will the HUD grant be used further strengthen/supplement the existing NJEDA tourism budget or will it be the only budget in promoting tourism. If used as a supplement, what would be the resulting annual budget?	NJEDA does not have an existing tourism budget. The NJ Division of Travel and Tourism is advancing a separate tourism campaign and has a separate budget funded through NJ State Budget Appropriation.
12	Are there any benchmark research studies to better understand perceptions of NJ as a tourism destination as a result of Sandy? Has similar research been fielded pre-Sandy? Are these studies available to review?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
13	What percent of all leisure vacation days are from these three states?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
14	Should leisure travel from Canada, UK, Germany or Japan be considered a key target audience?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
15	Are visitations data available on a seasonal basis for the geographic source of visitors and the percent of annual tourism spend?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
16	Are there specific co-op programs the NJEDA has found successful with the DMO's, particularly on a regional basis?	The Division of Travel and Tourism currently offers two grant programs available to DMO's and other tourism entities. Information on these programs can be accessed at: http://www.visitnj.org/grant-opportunities
17	Does NJEDA have a current or recent campaign that should be, or needs to be, leveraged in conjunction with any new concepts?	No, NJEDA does not have a current or recent campaign in place.
18	Does this campaign accompany, support, or supersede targeted economic development efforts elsewhere in the state, such as the recent "Do AC" campaign for Atlantic City?	As noted in the HUD waiver that allows marketing to advance with \$25 million in CDBG-DR funding, the campaign is aimed to specifically promote Superstorm-Sandy impacted areas. The Division of Travel and Tourism will have a limited campaign running that will accompany and support this campaign. This campaign is under development and is presently unavailable to bidders. Elements of the Division of Travel and Tourism campaign will be available to the vendor awarded this contract.
19	Do digital assets exist that need to be updated or repositioned for 2013, such as websites and Facebook pages? How much of the day-to-day upkeep of such assets is currently handled internally?	NJEDA does not currently utilize a Facebook page or other social media.

#	Question	Answer
20	Have you yet done and proactive "Open for Business" messaging? If so, what can you share with us about it? Local/national? PR or advertising?	NJEDA has not done an "Open for Business" campaign.
21	The public relations SOW refers to sponsorships and festivals. Does the NJEDA currently have any sponsorship in the works that we should be aware of?	No.
22	There has been a lot of attention on rebuilding the area and many companies pledging support (\$1M from Lowes, etc.). Are there any strategic partnerships the NJEDA has that we should be aware of?	No.
23	How do you define a successful agency relationship?	Bidders are encouraged to provide examples of successful relationships that have existed between them and their clients.
24	What hasn't worked for you in the past?	NJEDA has not implemented such a campaign in the past and as such, this is not applicable to this RFQ.
25	What would you do differently going forward that you have not done before?	NJEDA has not implemented such a campaign in the past and as such, this is not applicable to this RFQ.
26	How do you measure success? What would a successful program look like to you?	The goals of the campaign are outlined in the RFQ. The maintenance or increase in tourism spending in impacted areas that are open for business is a goal.
27	Under the definitions Section 2.1, the All-Inclusive Hourly Rate states – 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. And then under Section 4.2.5 PRICE schedule/SHEET, it states that bidders must provide all inclusive hourly rates which are the same or better than its GSA pricing. Since our GSA rates do not include travel expenses, per diems, safety equipment, materials, supplies, all documents, form and reproductions thereof, are we able to bill those in addition to our hourly GSA rates as long as the rates we offer are better than GSA?	Bidders are to provide its GSA hourly rates, or lower rates, for each job title, as well as, provide an all-inclusive hourly rate (to included travel expenses, per diems, safety equipment, materials, supplies, all documents, form and reproductions thereof) for each of its job titles.
28	Following the Initial Organizational Meeting, the successful Contractor shall be required to attend and participate in meetings with Authority staff, regarding the Scope of Services. These meetings will be conducted within New Jersey and may take place at the NJEDA offices located at 36 West State Street, in Trenton or at other locations within the State, as appropriate. For budgeting purposes, how many of such meetings should we plan for?	As many as required.
29	Given the extremely short turn-around time for responses requiring such breadth and scale, will you consider changing your submission requirements to accept proposals via email rather than requiring printed copies and CD/DVDs?	No, the submission date remains unchanged.

#	Question	Answer
30	When do you anticipate receiving updates on approval status of the marketing waiver and state's HUD action plan?	The Marketing Waiver was approved as part of the HUD register posted publicly on Friday, March 1, 2013. The State's Action Plan must undergo Public Comment period and subsequent submission to HUD for review. The HUD Register that includes more information can be accessed at: http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF
31	Will the entire New Jersey Shore be represented in this campaign work? If not, specifically which geographies will be represented?	The HUD Register notes that all NJ counties were impacted, but also notes that 80% of all CDBG-DR funding provided to NJ should be deployed in the 9 most impacted counties. The HUD Register that includes more information can be accessed at: http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF
32	The timing of this RFP requires an emphasis on short-term travel planners. Of the markets listed on page 5, which are the biggest generators of short-term travel planning?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
33	Will the contract only be awarded to bidding agencies that submitted responses together or is it possible that a PR agency from one bid might be paired with an ad agency from another bid?	One award will be made for this RFQ. The State will not award to more than one bidder in order to fulfill the requirements of this RFQ. Bidders must be able to provide all the services required to be eligible for an award. Bidders may subcontract as they see fit in order to meet the requirements of the RFQ.
34	Is it possible to bid for only one aspect of the contract (for example, PR but not advertising or digital)?	No.
35	What other accounts/representation would be considered a conflict of interest?	The State does not understand what is being asked in this question therefore, an answer is not being provided.
36	Is social work falling under PR or advertising?	Dependent upon the bidder's proposal.
37	Are there other state recovery campaigns which you are modeling or would like this new program to be modeled after?	A similar campaign of size and scope was undertaken by Louisiana following Hurricane Katrina.
38	What is the difference in New Jersey in issuing RFQ vs a RFP?	The RFP is a Request for Proposal, whereas, an RFQ is a Request for Quotation.
39	Is this RFQ related in any way to RFP 13-X-23033 for New Jersey PR Travel & Tourism Dept of State?	No this RFQ is not related to RFP 13-X-23033.
40	Are there any complimentary or competing campaign efforts for Sandy Recovery to be aware of for planning that are state-supported we need to be aware of and maintain a separate campaign identity from?	The Division of Travel and Tourism will have a limited campaign running that will accompany and support this campaign. This campaign is under

#	Question	Answer
		development and is presently unavailable to bidders. Elements of the Division of Travel and Tourism campaign will be available to the vendor awarded this contract.
41	Are there existing social addresses/profiles for NJ that preferred to be used for promotion? (E.g. Sandy Relief community pages, Twitter addresses etc., verses creating new profiles and communities)	No.
42	The Solicitation refers to a "detailed promotion plan." Is this the same plan referred to in 3.2c (public relations plan) or something else? Also, does the distribution of communication and material referenced here extend to both public relations efforts and advertising? It is unclear what type of response you would like specifically for 3.2f. Has the state ever executed a joint/coordinated public relations plan in the past? (Joint/coordinated with multiple municipalities or private sector partners)	Promotion plan refers to all aspects of outreach, including paid media, earned media (Public Relations), including events and sponsorships.
43	What past PR efforts have been most successful in driving visitation to New Jersey?	The Division of Travel and Tourism's most effective Public Relations efforts were the creation of large scale themed events and initiatives. For example the creation of the NJ Shore store in NYC.
44	Do you have any preconceptions regarding budgetary breakdown of PR vs. Advertising vs. Digital/social media?	NJEDA looks to respondents to provide their expertise on budget breakdown in their proposals.
45	What up-to-date assets exist that could be leveraged by the agencies: hi-def b-roll, spokespeople, hi-res imagery?	Yes- High resolution imagery may be available through Division of Travel and Tourism.
46	Does the responding agency have to be GSA certified? Or can the responding agency be partnered up with GSA certified agency? (We at Octagon are GSA-certified, and plan to partner with an agency from New Jersey that is not.)	Yes, a non GSA contract holder can be used as a subcontractor by a GSA contractor.
47	In section 4.2.3 - are you requesting new and original concepts for this Superstorm Sandy initiative or relevant agency examples/experience and representative media plans?	New and original concepts are requested.
48	Can you be more specific regarding the desired timeline for the "in market" campaign?	A goal of the campaign is to launch prior to the start of the Summer Season. A 12-week campaign in advance of July 4 Holiday is a goal, with some components "live" in April.
49	Should there be forms to fill out for each of the segments: 4.2.1, 4.2.3, 4.2.4?; the pricing (4.2.2) document seems to be provided (last on the list below) however, we are not seeing additional forms.	All required forms are attached under "Buyer Documents" on the eBuy system. Bidders are to click on each form and complete each form and submit with its Quote.

#	Question	Answer
	<p>Buyer Documents: RFQ-Marketing & Outreach Services - Superstorm Sandy Recovery New Jersey Standard Terms and Conditions McBride Principles (Form) Ownership Disclosure/Activities in Iran (Form) Subcontractor Utilization Plan (Form) Source Disclosure Certification (Form) Affirmative Action Form (or must submit valid certificate) Chapter 51 (Form) Set-Off for State Tax (Form) Price Schedule</p>	
50	<p>Will the current agency that handles the advertising and marketing account for Travel and Tourism for the State of NJ work with the selected Contractor to ensure unified messaging?</p>	<p>The Division of Travel and Tourism will have a limited campaign running that will accompany and support this campaign. This campaign is under development and is presently unavailable to bidders. Elements of the Division of Travel and Tourism campaign will be available to the vendor awarded this contract. Language from DTT? (i.e. can we get some info on the DTT campaign in terms of percentage for tv/radio vs. digital, other? 50% Digital- 30% Broadcast- 15% Print- 5 % Search- 5% Email.</p>
51	<p>Why was this RFP moved from the New Jersey Economic Development Authority to the GSA? Was it due to the budget amount and that the funding is through the Federal government?</p>	<p>It's the State's intention to have all grant funding procurements go through Central Procurement.</p>
52	<p>Can this RFQ be submitted through the GSA portal or as noted all submissions are required to be delivered to Trenton?</p>	<p>Due to the size of the quotes the State request that quotes NOT be sent through the GSA portal and be mailed with proper copies as directed in Section 1.3.2 "Submission of Quotation and Section 4.1.2 "Submission of Quotation".</p>
53	<p>A reference is made in the RFQ under the Recovery Campaign Goals that "Message to the nation that the impacted areas of the Jersey shore are in recovery or are open, and visitors are welcome". Do you envision this Marketing and Outreach effort should be national with media reaching on a national level? As noted the majority of tourists to NJ, two-thirds are from the tri-state area, while the remaining one-third of tourists are attributed to nine other states.</p>	<p>NJEDA is seeking proposals from bidders that outline their proposed plan to market the Jersey Shore/impacted areas to visitors in and outside of New Jersey in a targeted manner based upon the tourism information available online. Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information</p>
54	<p>As noted contract award date is contingent on confirmation of funding, understanding that you require messaging to be in the marketplace April 2013, when do you anticipate on receiving confirmation on funding?</p>	<p>Confirmation of funding is dependent on HUD approval of the State's Action Plan. Approval could come in Late March 2013/early April 2013, dependent on HUD review/approval timeframes.</p>
55	<p>As stated the Contractor shall submit 3 creative concepts, as the bidder do you require one, two or three concepts to be included in the RFQ?</p>	<p>Bidders MUST submit at least one (1) creative concept but, the State would prefer up to three (3) creative concepts.</p>

#	Question	Answer
56	Quotation Content-Section 2 Technical Proposal- is there a page limitation to this section; it is referenced as "minimally"?	There is no page limitation.
57	Is there any research currently available?	Existing tourism studies can be found as noted in the RFQ at: http://www.visitnj.org/new-jersey-tourism-research-and-information
.58	Are there any email addresses available that can be utilized for messaging?	No, not currently.
59	Regarding Section 1.4.4 Joint Venture, does each party to the joint venture need to be GSA certified for Schedule 541?	No.
60	Are the examples submitted as part of the technical quotation (Section 4.2.3) for the proposed campaign or for past campaigns?	Section 4.2.3 requires submissions that are new/original to support the proposed campaign. Section 4.2.4.5 refers to the submission of examples of prior work.



Request for Quotation

For: Marketing & Outreach Services – Superstorm Sandy Recovery Consulting Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFQ Section 1.3.1 for more information.)	3/1/13	4:00 PM
Quotation Submission Date (Refer to RFQ Section 1.3.2 for more information.)	3/7/13	12:00 PM

	Status	Category
Small Business Set-Aside	<input type="checkbox"/> Not Applicable	
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> I
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> II
	<input checked="" type="checkbox"/> Subcontracting Only	<input type="checkbox"/> III

RFQ Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

New Jersey Economic Development

Date: February 26, 2013

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Community Affairs and New Jersey Economic Development Authority ("NJEDA"). The purpose of this RFQ is to solicit quotations for **Marketing and Outreach Services relative to the State of New Jersey's recovery from Superstorm Sandy**. These services are necessary to assist NJEDA in its efforts, on behalf of the State of New Jersey, in promoting the State's tourism assets and other Sandy-impacted areas as "Open for Business."

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, 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.

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. **Any terms in a quotation that conflict with material terms of the RFQ or the Standard Terms and Conditions will be null and void.**

1.2 BACKGROUND

The NJEDA is an independent state authority whose primary mission is to strengthen New Jersey's economy by retaining and growing businesses through financial assistance and by renewing communities.

Given the impact of Superstorm Sandy in October 2012, and the storm's effects on the New Jersey economy and tourism assets, the NJEDA is working with Governor Chris Christie's Administration and the Department of Community Affairs to advance marketing efforts to promote within the State and across the Nation that the State of New Jersey including the Jersey Shore is open for business.

A campaign must be put into place by April 2013 to ensure vacationers understand that many of our shore assets are ready or will be ready for the Summer 2013, 2014 and 2015 seasons, and that businesses are operational. A campaign must also encourage New Jerseyans and those that visit our State to shop local, thereby supporting all the businesses that are operational and have opened their doors.

A core service of the first year of the contract will be to design and implement a newly branded message for the State of New Jersey to attract visitors and bolster consumer spending in these Sandy-impacted areas.

To fund this marketing campaign, the State of New Jersey's Action plan will be provided to the United States Department of Housing and Urban Development (HUD) and will include a request for up to \$25 million in Community Development Block Grant (CDBG) funding to support a one (1) year marketing effort, specifically focused on Superstorm Sandy Recovery. Subsequent campaigns in 2014 and 2015 will be subject to the availability of funding.

NOTE: This REQUEST FOR QUOTATION and any resulting contract is contingent upon HUD approval of a pending marketing waiver under the Community Development Block Grant (CDBG) program. No funds will be spent, nor a contract executed until and unless the State of New Jersey, through the New Jersey Department of Community Affairs, receives approval of the marketing waiver and approval of the State's HUD Action Plan to allow CDBG funding for marketing purposes.

Recovery Campaign Goals:

The goals of the NJEDA's marketing and advertising campaign are to:

- Message to the nation that the impacted areas of the Jersey Shore are in recovery or are open, and visitors are welcome;
- Restaurants and other businesses previously affected by the Superstorm are open, fun, and ready for business;
- Encourage New Jerseyans to support impacted communities by shopping local.

The proposed campaign should take into account that two-thirds of New Jersey's visitors come from the tri-state area (25% New York, 20.9% New Jersey, 15% Pennsylvania), which **necessitates a campaign focused on both in-state and out-of-state travelers**. The following is a breakout of the percentages of visitors from beyond the tri-state area: 5.3% Maryland; 4.6% North Carolina; 3.1% California; 3.0% Florida; 2.7% Virginia; 2.4% Massachusetts; 2.2% Ohio; 2.1% Georgia, and 2.0% Connecticut.

The proposed campaign should also take into account the findings of the State HUD action plan which will be made public (when released).

According to Federal and State data:

- Tourism in New Jersey is a \$38 billion industry and represents 24.5 % of private sector employees in 2011. **It is estimated that statewide the tourism industry will lose \$950 million in the third quarter of 2013; 2.5 % of the annual revenue of the industry.**
- New Jersey's tourism economy is comprised of its Leisure, Hospitality and Retail (LHR) industries. There are four components which make up the LHR, and they are weighted as follows: retail trade (56.8% of employment), food services/drinking places (29.0%), accommodation (7.4%) and arts/entertainment/recreation (6.9%).
- Many of the businesses within LHR directly and indirectly support the state's tourism industry, the state's 3rd largest industry according to the New Jersey Division of Travel and Tourism.
- LHR represented \$43.4 billion or 8.9 % of the state's Gross Domestic Product in 2010.
- LHR job holdings totaled 772,680 in 2011, or 24.5% of the state's private sector workers.
- New Jersey LHR employers paid more than \$20 billion in wages during 2011, or 11.6% of the state total. The average annual wage for the LHR cluster in 2011 was \$26,869.

- 2011 figures show that in Monmouth and Ocean counties, direct employment associated with tourism accounts for 19.8% of the state's overall tourism employment, and of the over \$37 billion in direct tourism spending in New Jersey, nearly \$6 billion was generated in Monmouth and Ocean counties.

Additional information on New Jersey visitor-related data and travel/tourism research studies can be accessed at:

<http://www.visitnj.org/new-jersey-tourism-research-and-information>

In order to best coordinate efforts of state and local marketing activity, the proposed campaign should also anticipate deployment of funding to Destination Marketing Organizations (DMOs) to deploy the message locally and in additional markets.

Additional information on DMO's can be accessed at:

<http://www.visitnj.org/grant-opportunities>

1.2.1 BUDGETARY ESTIMATE

Award of the contract resulting from this RFQ will be based on a **total budget of up to twenty-five million (\$25,000,000) dollars in the initial first one (1) year term. This contract award allows for two (2) one year extensions, subject to availability of funding.** Should supplemental funding become available to the NJEDA for this campaign, these additional monies may be used in the 's sole discretion.

The NJEDA does not guarantee these spending levels and reserves the right to increase and/or decrease the budget allotment at any and all times, throughout the term of the contract and any extensions thereto, with all pricing, terms, conditions and specifications of the original contract and accepted quotation remaining in effect.

1.3 KEY EVENTS

1.3.1 QUESTION AND ANSWER PERIOD

Questions concerning this *RFQ*, may be submitted, in writing via e-mail, to Jackie Kemery Procurement Supervisor, at jackie.kemery@treas.state.nj.us and **must be received at or before 4:00 PM (Eastern Standard Time), on Friday, March 1, 2013.** Phone calls / faxes shall not be accepted.

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

Vendors who submit any terms that conflict with the RFQ terms or the Standard Terms and Conditions and mandatory requirements will be null and void.

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

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

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

1.3.2 SUBMISSION OF QUOTATION

Quotations are to be submitted by **Thursday, March 7, 2013 by 12:00 p.m. EST.**

Quotations are to sent to:

Jackie Kemery
State of New Jersey, Department of the Treasury
Procurement Bureau – 9th Floor
33 West State Street
Trenton, NJ 08625

Subsequent to bid 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, quotations will not be made public until the contract award is approved by the Treasurer's office.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

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

1.4.2 COST LIABILITY

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

1.4.3 CONTENTS OF QUOTATION

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

Any proprietary and/or confidential information in your quotation will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis

for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the quotation of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire quotation as proprietary, confidential and/or to claim copyright protection for its entire quotation.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

1.4.4 JOINT VENTURE

If a joint venture is submitting a quotation, the agreement between the parties relating to such joint venture should be submitted with the joint venture's quotation. Authorized signatories from each party comprising the joint venture must sign the quotation. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report 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. Refer to Section 4.4.2.1 of this RFQ.

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.

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 quotation in response to this RFQ.

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

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

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

Division – The Division of Purchase and Property.

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables within NJEDA, 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

CDBG – Community Development Block Grant which is a program run by the U.S. Department of Housing & Urban Development that provides communities with resources to address a wide range of unique development needs.

DMO – Destination Marketing Organization serves to promote and market tourism of a destination in our State as their primary function. A destination can be a single city, a group of municipalities, or a defined region. The DMO works with hotels, restaurants, attractions and smaller tourism entities to offer the visitor a place to obtain information when planning a visit for business or pleasure. The DMO must work with area businesses to drive visitation when and where it is most appropriate. It must also be an advocate for the tourism industry.

LHR – Leisure, Hospitality & Retail which are the primary components of the New Jersey tourism industry.

NJEDA – The New Jersey Economic Development Authority (NJEDA) is an independent state authority whose primary mission is to strengthen New Jersey's economy by retaining and growing businesses through financial assistance and by renewing communities.

3.0 SCOPE OF WORK

3.1 PROMOTION PLAN:

The Contractor shall provide a Promotion Plan to plan, research, create, design, write, produce, budget, administer, measure results, and improve its advertising and public relations campaigns utilizing print, radio, television, Internet, and other forms of media as agreed upon at the time of project assignment. The goal of this plan is to promote within the State and across the nation that the New Jersey Shore as well as the State of New Jersey, as a whole, is in recovery or open for business.

On an annual basis during the term of the contract, the Contractor shall develop a promotion plan complete with the goals and objectives, that outlines promotional strategies and tactics to reinforce and enhance brand messaging and meets specific program goals, based on the annual available funding.

Post implementation of the promotion plan, the Contractor shall provide analysis of its marketing efforts to determine the impact of its efforts on the State's affected areas, as a whole and offer improved services based upon these measured results

3.2 REQUIRED SERVICES:

In light of the circumstances prompting these Superstorm Sandy Recovery Marketing Services and in support of the goals outlined in this RFQ, the Contractor will create, develop and execute a new brand, campaign theme and messaging, with specific focus on the Superstorm Sandy Recovery within New Jersey. At a minimum, the Contractor shall:

- a. recommend and develop objectives and strategies targeted to designated markets and/or the general public.
- b. submit a media plan with associated timelines that provides details of the media mix, recommended media outlets as well as a media schedule as per Section 4.4.3. The plan must describe:
 - identification of the target audience;
 - specific media to be used;
 - timing, frequency, penetration and length of placement;
 - justification as to how recommended outlets match the target audience;
 - justification as to how the various elements of the plan are to be integrated for maximum impact, cost effectiveness and return on investment; and
 - a complete itemization of media cost.
 - as part of the media mix, the Contractor shall propose to create, produce and distribute:
 - television advertisements;
 - out-of-home advertisements;
 - radio spots;
 - internet advertisements;
 - print advertisements;
 - pod casts / webcasts;
 - e-blasts; and / or
 - other advertising.

- **how it will fulfill its responsibility to audit the advertising and media placements released through the various media to verify that quality, timing, position, and distribution are consistent with the media plan and schedule.**
 - How it will design and produce integrated media advertising campaigns with budgets and schedules that are based on:
 - relevancy;
 - market research;
 - cost effectiveness;
 - target market reach and/or penetration;
 - program development; and
 - global approach including translation and foreign language services if necessary (must target French-Canadian and Spanish population)
- c. submit its public relations plan that extends or exceeds its media plan.
- How it will plan, assist, coordinate, provide sponsorship and participate in special public relations events (e.g. festivals) and activities in conjunction with the Authority.
- d. Submit its internet enhancement plan that extends or exceeds internet advertising including but not limited to creative design, interactive features, digital applications, and integration with social media.
- e. for each component of the media mix (i.e print, tv, radio) project-specific Scope of Work, the Contractor shall prepare at least three (3) creative concepts to present to the State Contract Manager or his / her designee. The State Contract Manager needs to approve before the selection and execution of the final plan.
- f. upon approval by NJEDA of the detailed promotion plan (including a minimum of three rounds of review and input by NJEDA or portions thereof, the Contractor shall arrange for the use, dissemination and distribution of the various forms of communication, literature, publications and advertising materials called for in the promotion plan, as approved by the State Contract Manager or his / her designee. No advertising activities shall be conducted, made public or disseminated without the written approval of the State Contract Manager.
- g. The contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts. The Contractor shall enter into all such contracts as the prime Contractor and not as an agent of the State, DCA or NJEDA.
- h. Contractor shall propose and provide the following in its post-implementation plan: provide the State Contract Manager, or his / her designee, with reports concerning recommended media buys for each project with performance and pre- and post-analysis recommendations and evaluations, including but not limited to research-based measurements. These reports shall provide a rationale / justification for buys with print and broadcast.

- i. Contractor shall provide the State Contract Manager or his / her designee, with **all documentation and material including electronic produced to fulfill the requirements of the contract upon request.**
- j. The contractor shall supply photographic services as needed and approved by the State Contract Manager.
- k. Design and produce collateral pieces (e.g., brochures, posters, flyers, newsletters, etc.)

3.3 CONTRACTOR PROJECT MANAGEMENT:

The Authority requires the successful Contractor to provide a Lead Account Manager / Director to manage its account.

Serving in this capacity, the Lead Account Manager / Director will be the “point person” responsible for managing the Authority’s account, ensuring timelines and deadlines are met, managing and following-up on status of each project to ensure timely communication and completion, to name a few. In addition to the dedicated Lead Account Manager / Director, the Bidder must indicate a staff employee who will serve as a “Back-Up” Account Manager, in the absence of the dedicated Lead Account Manager / Director.

3.4 COMMUNICATIONS - REPORTING / TEAM TELECONFERENCE MEETINGS:

On a monthly basis, no later than the fifth (5th) business day of the following month, the Contractor will be required to submit to the State Contract Manager, or his / her designee, a written report summarizing the funds expended during the previous month, as well as a year-to-date total. The report will be in an Excel format provided by the Contractor to the NJEDA.

Additionally, on a weekly basis, the NJEDA’s Marketing team, in conjunction with the Contractor’s Lead Account Manager / Director, Back-Up Account Manager and any staff involved in the specific, current projects in process, will participate in a “tracker call” teleconference, or in-person meeting estimated to be one (1) hour in duration, to address project timelines, bottlenecks and requirements, as they are identified.

No additional compensation will be provided for participation in this weekly meeting or for preparing and submitting the requisite reports. Bidders must consider the costs associated with these meetings and reports when preparing the “*Fee Schedule*”.

3.5 DELIVERABLES

As the Authority determines that it is ready to proceed with services on a project-by-project basis under the approved promotion plan, it will provide the Contractor with a project-specific task order. This will occur prior to the commencement of work for the particular project. The Contractor will respond with a detailed cost estimate for the project-specific task order, based on the quotation pricing set forth in the awarded contract. The cost estimate will include a “not-to-exceed amount” on each individual task to be provided, specific and itemized deliverables, a detail of the positions assigned to perform the work and the corresponding All Inclusive Hourly Rates, as well as a timeline for completion and FIRM due date. If the Contractor is unable to meet the requisite deadline identified by the State Contract Manager, or his / her designee, it must clearly indicate this in its project-specific cost estimate / quotation response.

Once the State Contractor Manager approves the cost estimate, via e-mail, for a particular project; the work may begin. If the cost estimate for a particular project is rejected, the Contractor will be asked to amend or resubmit its cost quotation within three business days for SCM approval . If the Authority rejects the Contractor's cost estimate / quotation for a given project; the Authority reserves the right, to negotiate the time and level / title of employee assigned to the project.

3.6 INITIAL ORGANIZATIONAL MEETING:

The Contractor shall attend an *Initial Organizational Meeting* with the NJEDAS's Marketing Team and other staff members, as appropriate, to launch the Marketing program. The meeting will be held at the Authority's offices located at 36 West State Street, in Trenton. **The Initial Organizational Meeting must be held within two business (2) days of awarding the Contract and will encompass one (1) full business day** (i.e. 8:00 AM to 5:00 PM), the purpose of which is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the State Contract Manager or his / her designee and other members of the NJEDA's staff, to gain a clear understanding of performance expectations and preliminary timeline requirements.

At a minimum, the following individuals / positions (or the equivalent) from the Contractor must be present at this Initial Organizational Meeting:

- President
- Vice President / Business Development / Lead Strategist
- Lead Account Director
- "Back-Up" Account Manager
- Director – Art
- Account Coordinator(s)
- Lead Web Director
- Public Relations Director or Public Relations Consultant
- Copywriter

The above positions / titles are provided for illustrative purposes and are representative of the "types and level" of individuals required to participate in the *Initial Meeting*.

3.7 ATTENDANCE AT MEETINGS:

Following the *Initial Organizational Meeting*, the successful Contractor shall be required to attend and participate in meetings with Authority staff, regarding the Scope of Services. These meetings will be conducted within New Jersey and may take place at the NjEDA offices located at 36 West State Street, in Trenton or at other locations within the State, as appropriate.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 QUOTATION DELIVERY AND IDENTIFICATION

In order to be considered, a quotation must arrive at the Division in accordance with the instructions on the RFQ cover sheet accompanying this RFQ. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of quotations.

4.1.1 SUBMISSION INSTRUCTION

4.1.2 SUBMISSION OF QUOTATION

The bidder must submit the following quotation copies:

One (1) complete ORIGINAL quotation, clearly marked as the "ORIGINAL" quotation.

Six (6) complete and exact copies, clearly marked "COPY".

Six (6) complete and exact ELECTRONIC copies of the original quotation in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

One (1) complete and exact ELECTRONIC copy of the original quotation in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

4.2 QUOTATION CONTENT

The quotation should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1)

Section 2 - Technical Quotation (Section 4.4.3)

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (Section 4.4.5)

4.2.1 FORMS, REGISTRATIONS AND CERTIFICATIONS

4.2.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

4.2.1.2 NON-COLLUSION

By submitting a quotation, the bidder certifies as follows:

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

4.2.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFQ signatory page, or by entering a pin if submitting an e-bid quotation, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.2.1.4 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the quotation. Failure to submit the form will preclude the award of a contract.

4.2.1.4.1 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

4.2.1.5 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current

status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.2.1.6 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.2.1.6.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the bidder intends to subcontract, the bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFQ;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit; https://www6.state.nj.us/CEG_SAVI/jsp/vendorSearch.jsp
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFQ; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotations should also contain a copy of the New Jersey 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 quotation 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 QUOTATION 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.

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFQ.

4.2.1.7 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. To facilitate the quotation evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its quotation. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the quotation submission opening or whose BRC was revoked prior to the submission of the quotation should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder’s early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its quotation must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

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

4.2.1.8 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder’s inclusion of the completed Services Source Disclosure Form with the quotation is requested and advised. Refer to RFQ Section 7.1.2 for additional information concerning this requirement.

4.2.2 PRICING

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFQ Section 4.4.5.

4.2.3 TECHNICAL QUOTATION

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. This section of the quotation should minimally contain the information identified below.

- **The bidder must submit examples of the following for consideration and evaluation of its creative abilities and its subsequent ability to perform the services required herein:**

recommendation for a brand;
campaign theme;
messaging;
preliminary twelve (12) week media plan (to include social, digital and traditional media);
sample print ad ;
sample internet ad;
sample outdoor billboard;
television commercial story board and;
radio script

- a **detailed schedule** identifying the timeframes required to complete for each task identified in Section 3.0 “*Scope of Work*”.

4.2.3.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should 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 should demonstrate to the State that the bidder’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

4.2.3.2 CONTRACT MANAGEMENT

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

4.2.3.3 CONTRACT SCHEDULE

The bidder should include a contract schedule that sets forth how it intends to implement the proposed promotion plan in advanced of the summer season. If key dates are a part of this RFQ, the bidder’s schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

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

4.2.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its quotation a mobilization and implementation plan, beginning with the date of notification of award.

4.2.3.4.1 TIMELINE TO COMPLETE:

When considering the “*Deliverables*” outlined above in Section 3 above, the Bidder must **determine a timeline required to complete each task that will launch by April 20.** As such, the **Bidder must provide a detailed schedule identifying the timeframe (i.e. 3 weeks, 2 months, etc.) required to complete each deliverable identified herein, and in particular in Section 3.1 – Promotion Plan.**

4.2.3.4.2 QUALITY CONTROL / PROCESS FLOW INFRASTRUCTURE:

The Bidder should provide **evidence of its process controls** (i.e. work procedures, checklists, reports, etc.) **presently in place, to ensure adherence to timelines and achievement of deadlines.** Both processes should also address the systems in place regarding errors, corrective action and communication with the client (i.e. the Authority) regarding same.

IMPORTANT:

Bidders should note that the requisite quality infrastructure / system in place, **need not be complex nor complicated**; however, it **should provide “checks and balances” to ensure accurate, timely work performance** by the Contractor’s staff.

4.2.3.5 POTENTIAL PROBLEMS

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

4.2.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.2.4.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

4.2.4.2 ORGANIZATION CHARTS

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

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

4.2.4.3 RESUMES

The bidder should **provide a detailed resume or bio for each individual, as well as for each individual identified as the respective "back-up" for a staff member identified in the Bidder's "Staffing Chart"**, who will or who it is expected will, perform the Work against the resulting contract.

The resumes **must clearly demonstrate experience and qualifications relative to the work to be performed**. Due to the critical nature of the Work to be performed; quotations which fail to include a resume for **each** individual (i.e. primary staff member, as well as corresponding "back-up" staff), will be evaluated as though a qualified staff member and / or "back-up" has not been identified and is not available to perform the requisite services.

At a minimum, the **resume or bio should include such information as:**

- demonstrated experience specific to providing the types of services required herein;
- employment history;
- education;
- degrees / professional certifications and / or licenses and;
- any additional information that would allow the to assess the individual's abilities to perform against the contract.

The State requires that the resume submitted for the Lead Account Manager / Director, as well as for the "Back-Up Account Manager, clearly demonstrates the requisite experience and capabilities of these two (2) individuals to effectively assume such integral roles and successfully manage and direct the Authority's marketing requirements.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

LEAD ACCOUNT MANAGER / DIRECTOR:

Additionally, the NJEDA requires the successful Contractor to **provide a Lead Account Manager / Director to manage its account**. The **Lead Account Manager / Director shall possess at least five (5) years experience** in performing these account management functions, as a Lead Account Manager / Director, on similar-sized accounts managing similar-sized budget monies. The Contractor must **evidence this experience through the proposed individual's resume, as well as provide two (2) references from former clients** for which the proposed individual served as a Lead Account Manager / Director.

In addition to the dedicated Lead Account Manager / Director, the Bidder must **indicate a staff employee who will serve as a "Back-Up" Account Manager, in the absence of the dedicated Lead Account Manager / Director**. The "Back-Up" Account Manager will assist the Lead Account Manager / Director under normal business circumstances and will assume its

“back-up” account management responsibilities in the absence of the Lead Account Manager / Director, whether such absence is the result of vacation, illness, familial matters, etc., regardless of reason or duration. The “Back-Up” Account Manager must possess at least three (3) years experience in performing these account management functions, on similar sized accounts managing similar sized budget monies. The Bidder must evidence this experience through the proposed individual’s resume, as well as two (2) references from former clients for which the proposed individual served as a “Back-Up” Account Manager.

While not required, the NJEDA prefers that the individual assigned to manage its Superstorm Sandy Recovery Marketing Services be dedicated to the NJEDA’s account.

COPYWRITING SERVICES:

During the term of the resulting contract and any extensions thereto, the NJEDA will require the Contractor to provide copywriting services. The Bidder must provide a resume and three (3) writing samples for each individual who will perform these copywriting services, whether direct, in-house staff or subcontracted copywrite service providers.

4.2.4.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.2.4.5 PERFORMANCE OF THE BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

The bidder must provide creative examples from prior campaigns conducted by the bidder that demonstrate its capacity to fulfill the scope of work requirements.

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

Experience in providing similar Marketing Services to clients involved in tourism / hospitality and / or economic development is preferred, although not required.

A description of such contracts must be included and should show how such contracts relate to the ability of the Bidder to complete the services required by this *RFQ*.

An agency with tourism / hospitality and / or economic development experience is preferred.

In addition, the **Bidder must provide a narrative which provides general information about its organization, demonstrating its ability to provide the requisite services outlined herein.**

For each such example referenced in “Section 4.2.4.5 - Performance Of The Bidder On Contracts Of Similar Size And Scope”, the Bidder should provide the name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Bidder’s performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.) on the client-specific Marketing Consulting Projects.

Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) should be senior executive decisions makers (i.e. CEO, Sr. Vice President, etc.) who can address the Bidder’s abilities, manner of interacting with him / herself, as well as other members of the organization, success in providing these services and overall effectiveness / impact on the company.

A minimum of three (3) references should be provided. These references will allow the Authority to address specific questions / issues with the reference source, regarding the Bidder’s performance, quality and responsiveness, as it relates to the specific Marketing initiatives.

4.2.4.6 FINANCIAL CAPABILITY OF THE BIDDER

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

If the information is not supplied with the quotation, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the quotation non-responsive.

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

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

4.2.5 PRICE SCHEDULE/SHEET

Bidders shall provide a **fully completed and signed “Price Schedule”**(attached to this RFQ) . **All inclusive hourly rates must be the same or better than its GSA pricing.**

All Bidders **must** submit a compendium of labor titles / positions to be used in performing the requirements as outlined herein. The Bidder must include an All-Inclusive Hourly Rate for each labor title / position listed. For guidance purposes, examples of positions / titles that the Authority has identified include, but are not limited to:

- Partner
- President
- Vice President / Business Development / Lead Strategist – Advertising
- Vice President / Business Development / Lead Strategist – Public Relations
- Accounting Director
- Lead Account Manager - Advertising
- Lead Account Manager – Public Relations
- “Back-up” Account Manager – Advertising
- Account Executive - Advertising
- Account Executive – Public Relations
- Creative Director
- Senior Copywriter
- Junior Copywriter
- Production Director
- Studio Manager
- Media Director
- Media Supervisor
- Media Planner/Buyer
- Interactive Specialist
- Clerical / Administrative Assistant
- Graphic Designer

“MEDIA PLACEMENT MARK-UP PERCENTAGE FEE” - a stated percentage to be assessed for media placement. This fee represents a specified percentage to be charged to the Authority based on the invoiced amount for each media placement issued during the term of the contract.

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

4.2.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFQ, all prices for items in quotations shall be submitted F.O.B. Destination. Quotations submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.2.5.2 C.O.D. TERMS

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

4.2.6 COOPERATIVE PURCHASING

Not applicable to this RFQ.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFQ. 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 **two (2) one-year periods**, 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.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 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.

5.6 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.

5.7 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 RFP.

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.

In the event the previous subcontractor to be replaced is a Small Business Enterprise (SBE), Minority-owned Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) or Veteran-owned Business Enterprise (VOB) as registered / certified by the New Jersey Department of Treasury, Division of Revenue – Small Business Registration and M/WBE Certification Services; the Contractor must make every effort to replace the firm, in kind. Should the Contractor be unable to make such replacement with a SBE, MBE, WBE or VOB firm; it must evidence that a good faith effort has been made to secure the services / goods of another SBE, MBE, WBE or VOB firm.

5.9 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 quotation. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its quotation, 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 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.

5.10 SECURITY AND CONFIDENTIALITY

5.10.1 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 that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from 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.

5.10.2 SECURITY STANDARDS

Not applicable

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 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.

5.13.2 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.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the 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.

5.14 LATE DELIVERY

Not applicable to this RFQ.

5.15 RETAINAGE

Not applicable to this RFQ.

5.16 SPECIAL PROJECTS

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

In the event of special projects, the contractor must present a written quotation to perform the work to the State Contract Manager. The quotation should provide justification for the necessity of the special project. The relationship between the special project and the base contract work must be clearly established by the contractor in its quotation.

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

The written quotation 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 quotation 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 quotation. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written quotation, 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 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.

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

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is deleted and replaced 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 100% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. 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;
2. The contractor's breach of its obligations of confidentiality; and,
3. 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.

5.17.2 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.

5.19 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

5.20 FORM OF COMPENSATION – INVOICING/PAYMENT

The successful Bidder / Contractor may submit its invoices to the NJEDA as determined and approved by the State Contract Manager, or his / her designee, in his / her sole discretion, as follows:

- on a monthly basis (no later than the 15th of each month), for work completed; and
- upon completion of mutually agreed upon portions of a prolonged project; or
- upon completion of the entire project.

The Contractor will submit to the State Contract Manager or his / her designee, an original invoice, a completed “*Monthly Status Report*” and any other documentation, as may be required by the Authority to process payment. The NJEDA will make prompt payment to the Contractor, following receipt of any non-disputed invoices and approval of the documentation.

At a minimum, invoices submitted for payment must include the following:

- a detailed description of the project task or subtask services for the monthly period;
- percentage of completion of the overall “*Scope of Services*”;
- each itemized position / title assigned to perform the work or the project;
- copies of weekly timesheets for employees assigned to do the work referenced in the invoice;
- the commencement and completion dates of the project;
- the number of hours dedicated to the task or subtask for each position / title, which performed the work for the respective “*Scope of Services*”;
- a copy of the original project / Scope of Services approved by the State Contract Manager or his / her designee, if applicable, prior to commencing the work (this must reference the hours to be dedicated, positions required; and
- corresponding All Inclusive Hourly Rates for each position, extended dollar amounts for each position).
- an original invoice from the Consultant referencing the purchase made;
- the original Vendor invoice(s) for the particular good(s) / service(s) purchased;
- copies of a minimum of three (3) quotes / quotations solicited for the purchase;
- final fully executed contract with subcontractor; and
- original “*Procurement Approval Request*” form indicating signature approvals from the State Contract Manager, or his / her designee, authorizing the purchase.

NOTE: The State Contract Manager or his / her designee will approve the need for the purchase. The Lead Account Director's signature will confirm that the materials were received in good condition and or services were properly provided / performed.

In the event a partial payment is being made, prior to the completion of a project (i.e. the duration of a particular project is prolonged, perhaps 3 to 4 months), the State Contract Manager or his / her designee, may require the Contractor to submit evidence demonstrating and substantiating the degree of completion, before payment is approved. All such partial payments are subject to the approval of the State Contract Manager or his / her designee.

Invoices must also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding Hourly Rates, as specified in the Bidder's "Price Schedule". Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Upon receipt of an individual invoice and all supporting documentation (i.e. original invoices, receipts, etc.) the Contractor will also be reimbursed for payments made to subcontractors for production and media costs, for projects previously approved by the State Contract Manager, or his / her designee.

The Authority considers the Contractor to be the sole point of contact with regard to contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Services / Deliverables" and any additional services, as indicated in the RFQ. Payments will only be made to the Contractor. The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFQ and assumes the sole and absolute responsibility for any payments due to subcontractor(s) under the subcontract(s). By submitting an invoice to the Authority, the Contractor represents that all payments due to its subcontractor(s) have been made and that all relevant laws and regulations have been complied with.

5.21 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 QUOTATION 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:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) 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 QUOTATION ACCEPTANCE

The Director reserves the right to reject any or all quotations, 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 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 quotations 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 quotation price was determined.

6.5 QUOTATION EVALUATION COMMITTEE

Quotations 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 QUOTATION

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 should be available with 48 hours upon notification of the State.

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 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate quotations 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:

6.7.1 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 RFP.
- 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.

6.7.2 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.

6.7.3 EVALUATION OF THE QUOTATIONS

After the Evaluation Committee completes its evaluation, it recommends to the Director to award the responsible bidder(s) whose quotation, 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 quotations, 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 quotation 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 quotations and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose quotation(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 quotation 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 quotations, 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, quotation prices will not be publicly read at the quotation submission opening. Only the name and address of each bidder will be publicly announced at the quotation 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 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 FINAL CONTRACT AWARD

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

7.3 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.