



## Revised Bid Solicitation #23DPP00814

### T3140 - Program Implementation and Strategy Advisor

	Date	Time
<b>Due Date For Electronic Questions</b> Refer to Bid Solicitation <a href="#">Section 2.1</a> for more information.	May 24, 2024	2:00 PM
<b>Optional Pre-Quote Submission Conference</b> Refer to Bid Solicitation <a href="#">Section 2.5</a> for more information.	May 17, 2024	10:00 AM
<b>Mandatory/Optional Site Visit</b> Refer to Bid Solicitation <a href="#">Section 2.4</a> for more information.	N/A	N/A
<b>Quote Opening Date</b> Refer to Bid Solicitation <a href="#">Section 3</a> for more information.	August 2, 2024	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.  
All changes will be reflected in Bid Amendments to the Bid Solicitation posted on [www.njstart.gov](http://www.njstart.gov).

SET-ASIDES	
<b>Small Business Set-Aside</b> <b>For Goods and Services:</b> <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III <b>For Construction:</b> <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input checked="" type="checkbox"/> Subcontracting Only <input type="checkbox"/> Preference
<b>Disabled Veteran-Owned Business Set-Aside</b>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input checked="" type="checkbox"/> Subcontracting Only <input type="checkbox"/> Preference

**Bid Solicitation Issued By:**

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

**On Behalf of:**

State of New Jersey  
Department of Community Affairs  
Division for Disaster Recovery and Mitigation

Date: 5/19/2025

## **TABLE OF CONTENTS**

<b>1</b>	<b>INTRODUCTION AND SUMMARY OF THE BID SOLICITATION.....</b>	<b>1</b>
1.1	PURPOSE AND INTENT .....	1
1.2	BACKGROUND.....	1
1.3	CONTRACT AMOUNT .....	2
1.4	ORDER OF PRECEDENCE OF CONTRACTUAL TERMS .....	2
1.5	INTRASTATE COOPERATIVE PURCHASING .....	2
<b>2</b>	<b>PRE-QUOTE SUBMISSION INFORMATION.....</b>	<b>3</b>
2.1	ELECTRONIC QUESTION AND ANSWER PERIOD .....	3
2.2	EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC).....	3
2.3	BID AMENDMENTS.....	3
2.4	MANDATORY/OPTIONAL SITE VISIT .....	3
2.5	OPTIONAL PRE-QUOTE CONFERENCE.....	3
2.6	PRE-QUOTE DOCUMENT REVIEW .....	3
<b>3</b>	<b>QUOTE SUBMISSION REQUIREMENTS.....</b>	<b>5</b>
3.1	QUOTE SUBMISSION .....	5
3.2	BIDDER RESPONSIBILITY .....	5
3.3	ANNOUNCEMENT OF QUOTE INFORMATION.....	5
3.4	QUOTE ERRORS .....	5
3.5	QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING .....	5
3.6	QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD .....	5
3.7	JOINT VENTURE .....	6
3.8	SMALL BUSINESS SET-ASIDE CONTRACTS .....	6
3.9	DISABLED VETERANS' BUSINESS SET-ASIDE CONTRACT .....	6
3.10	BID SECURITY .....	6
3.11	BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE.....	6
3.12	QUOTE CONTENT .....	6
3.13	FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE .....	6
3.13.1	OFFER AND ACCEPTANCE PAGE .....	7
3.13.2	OWNERSHIP DISCLOSURE FORM .....	7
3.13.3	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM.....	7
3.13.4	DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM .....	7
3.13.5	MACBRIDE PRINCIPLES FORM .....	7
3.13.6	SERVICE PERFORMANCE WITHIN THE UNITED STATES .....	8
3.13.7	CONFIDENTIALITY/COMMITMENT TO DEFEND .....	8
3.13.8	SUBCONTRACTOR UTILIZATION PLAN .....	8
3.13.9	RESERVED.....	9
3.13.10	AFFIRMATIVE ACTION .....	9
3.13.11	RESERVED.....	9
3.13.12	STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE	
3.13.13	BUSINESS REGISTRATION .....	9
3.13.14	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C.3	
	9	
3.14	TECHNICAL QUOTE .....	10
3.14.1	TECHNICAL EXPERIENCE .....	10
3.15	MANAGEMENT OVERVIEW .....	10
3.16	CONTRACT MANAGEMENT .....	10
3.17	CONTRACT SCHEDULE.....	10
3.18	MOBILIZATION PLAN.....	10
3.19	ADDITIONAL PLAN(S).....	11
3.20	ORGANIZATIONAL EXPERIENCE .....	11
3.21	LOCATION .....	11
3.22	ORGANIZATION CHARTS .....	11
3.23	RESUMES.....	11
3.24	EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE .....	11
3.25	FINANCIAL CAPABILITY OF THE BIDDER .....	12
3.26	STATE-SUPPLIED PRICE SHEET INSTRUCTIONS .....	12
3.26.1	CASH DISCOUNTS .....	13

3.26.2	USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET .....	13
<b>4</b>	<b>SCOPE OF WORK .....</b>	<b>14</b>
4.1	CORE SERVICES .....	14
4.1.1	PROGRAM/PROJECT DEVELOPMENT AND IMPLEMENTATION .....	14
4.1.2	PROGRAM/PROJECT MANAGEMENT AND OPERATIONS .....	15
4.2	PROFESSIONAL STAFF CLASSIFICATIONS .....	16
4.3	OTHER DIRECT COSTS .....	16
4.4	TRAVEL EXPENSES AND REIMBURSEMENTS .....	16
<b>5</b>	<b>GENERAL CONTRACT TERMS .....</b>	<b>18</b>
5.1	CONTRACT TERM AND EXTENSION OPTION .....	18
5.2	CONTRACT TRANSITION .....	18
5.3	PERFORMANCE SECURITY .....	18
5.4	OWNERSHIP OF MATERIAL .....	18
5.5	SUBSTITUTION OF STAFF .....	19
5.6	DELIVERY TIME AND COSTS .....	19
5.7	AUTHORIZED DEALER AND/OR DISTRIBUTORS .....	19
5.8	LIQUIDATED DAMAGES .....	19
5.8.1	NOTIFICATION OF LIQUIDATED DAMAGES .....	20
5.8.2	CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES .....	20
5.8.3	SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES .....	21
5.8.4	WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY .....	21
5.8.5	PAYMENT OF LIQUIDATED DAMAGES .....	21
5.9	RETAINAGE .....	21
5.10	ELECTRONIC PAYMENTS .....	21
5.11	PROCUREMENT EFFICIENCY PROGRAM .....	21
<b>6</b>	<b>DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY .....</b>	<b>23</b>
6.1	SECURITY PLAN .....	23
6.2	COMPLIANCE .....	23
6.3	PERSONNEL SECURITY .....	23
6.4	SECURITY AWARENESS AND TRAINING .....	23
6.5	PRIVACY .....	23
6.6	MEDIA PROTECTION .....	24
6.7	REMOTE ACCESS .....	25
6.8	MOBILE DEVICE SECURITY .....	25
6.9	PROJECT AND RESOURCE MANAGEMENT .....	25
6.10	THIRD PARTY MANAGEMENT .....	25
6.11	INCIDENT RESPONSE .....	25
<b>7</b>	<b>MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS .....</b>	<b>26</b>
7.1	INSURANCE .....	26
7.1.1	PROFESSIONAL LIABILITY INSURANCE .....	26
<b>8</b>	<b>QUOTE EVALUATION AND AWARD .....</b>	<b>27</b>
8.1	RIGHT TO WAIVE .....	27
8.2	DIRECTOR'S RIGHT TO ACCEPT OR REJECT A QUOTE .....	27
8.3	RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE .....	27
8.4	CLARIFICATION OF QUOTE .....	27
8.5	ORAL PRESENTATION .....	27
8.6	TIE QUOTES .....	27
8.7	STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES .....	27
8.8	STATE'S RIGHT TO CHECK REFERENCES .....	27
8.9	EVALUATION CRITERIA .....	27
8.9.1	TECHNICAL EVALUATION CRITERIA .....	27
8.9.2	PRICE EVALUATION .....	28
8.10	QUOTE DISCREPANCIES .....	28
8.11	NEGOTIATION .....	28
8.12	BEST AND FINAL OFFER (BAFO) .....	28
8.13	“REQUEST FOR REVISION” WITHIN NJSTART .....	28
8.14	POOR PERFORMANCE .....	28

8.15	RECOMMENDATION FOR AWARD .....	29
8.16	CONTRACT AWARD .....	29
<b>9</b>	<b>GLOSSARY .....</b>	<b>30</b>
9.1	CROSSWALK .....	30
9.2	DEFINITIONS.....	30
9.3	CONTRACT-SPECIFIC DEFINITIONS.....	35
ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (2/8/2024)		
ATTACHMENT 2 – Standard Procurement Forms Packet		
ATTACHMENT 3 – EO 125 Public Posting Notice (5/10/2021)		
ATTACHMENT 4 – Procurement Statement of Assurances		

## **1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION**

This Bid Solicitation is issued by the Department of the Treasury, Division of Purchase and Property (Division), Procurement Bureau, on behalf of the Department of Community Affairs (DCA), Division for Disaster Recovery and Mitigation (DRM). Quotes submitted in response to this Bid Solicitation shall be through the State of New Jersey's eProcurement system, **NJSTART**. Bidders are advised to thoroughly read all sections of this Bid Solicitation and follow all instructions.

Bidders are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains Quick Reference Guides (QRGs), supporting videos, a glossary of **NJSTART** terms, and helpdesk contact information. Bidders should utilize the QRGs before attempting to submit a Quote through **NJSTART**. It is the Bidder's responsibility to ensure that the Quote and attachments have been properly submitted. Inquiries concerning the use of **NJSTART** may be directed to [njstart@treas.nj.gov](mailto:njstart@treas.nj.gov). The Division will not respond to substantive questions related to the Bid Solicitation or any other Contract via this email address.

### **1.1 PURPOSE AND INTENT**

The purpose of this Bid Solicitation is to solicit Quotes for technical expertise, policy and regulatory guidance, and Tasks related to program implementation and program management, including staff augmentation, in order to implement disaster recovery, resilience and mitigation programs funded by various sources of assistance. It is anticipated that these advisory services will be provided both on-site at DCA or in other statewide locations, as well as remotely via phone, email/internet and/or teleconference.

The intent of this Bid Solicitation is to award a Contract to that responsible Bidder whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The State may award any and all price lines. 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 of the Division (Director) to be in the State's best interest.

This Bid Solicitation is designated as subcontracting set-aside Contract for Small Businesses Enterprises (SBEs) in Category I, II, or III and Disabled Veteran-Owned Businesses. Please refer to *Bid Solicitation Section 3.13.8.1 - Small Business and Disabled Veterans' Business Subcontracting Set-Aside Contract*.

The State of New Jersey Standard Terms and Conditions (SSTCs) included with this Bid Solicitation will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

### **1.2 BACKGROUND**

The DCA has years of experience overseeing housing recovery and mitigation efforts that started when Superstorm Sandy hit the State in 2012. DCA coordinated the State's natural disaster response with governmental partners that included the Federal Emergency Management Agency (FEMA) and the U.S. Department of Housing and Urban Development (HUD), with disaster recovery efforts through Community Development Block Grants – Disaster Recovery (CDBG-DR) that included the direct management of the (re)construction, rehabilitation and elevation of residential housing and the execution of smaller, local infrastructure projects, such as the Atlantic City Resilience Program that implements projects for flood protection in Atlantic City. DCA also oversees programs administered by the Department of Environmental Protection (DEP) and Economic Development Authority, among other State entities that include respectively, major infrastructure flood mitigation projects and property buyouts, and business grants and loans.

DRM will continue utilizing CDBG-DR funding awarded to the State in the aftermath of Superstorm Sandy (Sandy CDBG-DR). While Congress has removed the statutory deadline for this funding, HUD has established a period of performance that will expire in 2029. However, this period of performance can be extended upon request, subject to approval by HUD. As such, Sandy CDBG-DR funds are now being used interchangeably across disasters. Additionally, DRM manages the Mitigation Assistance Program (MAP) that elevates residential properties in flood-prone communities using FEMA Flood Mitigation Assistance (FMA) grants.

The Governor's Office also appointed DRM as grant manager for the Coronavirus State Fiscal Recovery Fund (CSFRF) and the Coronavirus Capital Projects Fund (CPF), comprising more than \$6.6 billion allocated to the State through the American Rescue Plan Act (ARPA). The CSFRF and CPF monies are directed to not only help address the COVID-19 public health emergency, but to facilitate a full economic recovery and to address economic inequities that the COVID-19 emergency exposed. DRM is responsible for overseeing the allocation of this funding and ensuring it meets all U.S. Treasury requirements.

DRM has initiated the planning of a new housing-related program in the wake of Hurricane Ida that contemplates using dollars from the FEMA Hazard Mitigation Grant Program (HMGP), in addition to the recent HUD award of over \$377 million, to facilitate the State's recovery. DRM will be designing and administering additional infrastructure programs. Whether housing or infrastructure, all programs will have a mitigation or resiliency component.

DRM will utilize State and Federal grant funds, including but not limited to: Sandy CDBG-DR, Ida CDBG-DR, American Rescue Plan Act (State Fiscal Recovery Fund and Capital Project Fund), FEMA (Flood Mitigation Assistance and Hazard Mitigation Grant Program funds) and State funds. Given DRM's broadened mandate to include mitigation and resiliency measures in the face of climate change, given the variety of programs that DRM manages or oversees, and given the multiple sources of funds for these programs, the Contractor awarded this Contract must offer a broad range of programmatic expertise and experience with government funding.

### **1.3 CONTRACT AMOUNT**

The estimated amount of the Contract, if stated, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order.

### **1.4 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS**

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; (5) a Bidder's Best and Final Offer, (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions shall prevail.

### **1.5 INTRASTATE COOPERATIVE PURCHASING**

Not applicable to this procurement.

## **2 PRE-QUOTE SUBMISSION INFORMATION**

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

### **2.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential Bidders via the “Q&A” Tab of the Bid Solicitation in **NJSTART**. Questions should be directly tied to a Bid Solicitation Section, the Price Sheet, Form or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover page. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment.

A Bidder shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to Contract award.

### **2.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)**

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder’s suggested changes and the reason(s) for the suggested change(s).

### **2.3 BID AMENDMENTS**

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded. Bid Amendments will be posted as a file attachment on the “Summary” page of the Bid Solicitation in **NJSTART** after the cut-off date.

There are no designated dates for release of Bid Amendments. Those Bidders who are on the bid holder list either through commodity code registration in **NJSTART** or by acknowledging the bid in **NJSTART** should receive notification of any Bid Amendment(s). If a Bidder is not on the bid holder list, Bid Amendments are still viewable on the “Summary” page of the Bid Solicitation in **NJSTART**.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement. An interested Bidder should check the **NJSTART** “Open Bids” Tab on a daily basis to ensure review of the most updated information.

### **2.4 MANDATORY/OPTIONAL SITE VISIT**

Not applicable to this procurement.

### **2.5 OPTIONAL PRE-QUOTE CONFERENCE**

The date and time of the Optional Pre-Quote Conference is indicated on the Bid Solicitation cover sheet. Attendees may attend the Optional Pre-Quote Conference with the following call-in details:

Click here to join:

[https://teams.microsoft.com/join/19%3ameeting\\_ZWYzYWM0ODEtZTQ0NC00YWM0LTlmZDAtMzU2ODc5NzlmZDU5%40thread.v2/0?context=%7b%22Tid%22%3a%225076c3d1-3802-4b9f-b36a-e0a41bd642a7%22%2c%22Oid%22%3a%22f4020861-8571-4782-bfa0-b7decca9c601%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZWYzYWM0ODEtZTQ0NC00YWM0LTlmZDAtMzU2ODc5NzlmZDU5%40thread.v2/0?context=%7b%22Tid%22%3a%225076c3d1-3802-4b9f-b36a-e0a41bd642a7%22%2c%22Oid%22%3a%22f4020861-8571-4782-bfa0-b7decca9c601%22%7d)

Or call in (audio only):

Phone Number: 1-856-338-7074

Access Code: 491 785 703#

The Optional Pre-Quote Conference may be recorded.

The purpose of the Optional Pre-Quote Conference is to address procedural questions regarding the Bid Solicitation and Bidder Quote Submission Requirements only. No substantive questions regarding the Bid Solicitation Scope of Work will be accepted or answered during the pre-Quote conference. All questions are to be submitted during the Electronic Question and Answer Period.

### **2.6 PRE-QUOTE DOCUMENT REVIEW**

The following are publicly available documents that a Bidder needs to review in order to prepare and submit accurate and comprehensive Quotes:

- A. [Ida Consolidated Action Plan](#);

- B. Sandy Consolidated Action Plan: [Consolidated Action Plan 05.2023.pdf \(nj.gov\)](#);
- C. [New Jersey Recovery Plan Performance Report for State and Local Fiscal Recovery Funds, 2023](#);
- D. [FEMA Hazard Mitigation Assistance Program and Policy Guide](#); and
- E. 2 CFR Part 200: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).



### **3 QUOTE SUBMISSION REQUIREMENTS**

#### **3.1 QUOTE SUBMISSION**

In order to be considered for award, the Quote must be received electronically by the Division's Proposal Review Unit, through **NJSTART**, by the required date and time.

The date and time of the Quote opening are indicated on the Bid Solicitation cover sheet and on the "Summary" Tab of the Bid Solicitation webpage within **NJSTART**. If the Quote opening deadline has been revised, the new Quote opening deadline will be shown on the posted Bid Amendment and on the "Summary" Tab of the Bid Solicitation webpage within **NJSTART**. Quotes not received prior to the Quote opening deadline shall be rejected.

Quotes will be publicly opened and announced by telephone conference on the date and time of the quote opening.  
(Dial-in phone number: 888-204-5984 / Access code: 2602305)

When submitting a Quote through **NJSTART**, do not use any symbols (i.e., #, @, \$, &, \*) in the filename as this may prevent the Quote from being properly uploaded. Uploaded files must be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

When uploading the documents to **NJSTART**, the Bidder should select the "Confidential" option in **NJSTART** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through **NJSTART**. Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Bidder's designation of the attachment as exempt from public disclosure under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

#### **3.2 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.

#### **3.3 ANNOUNCEMENT OF QUOTE INFORMATION**

On the date and time Quotes are due under the Bid Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except otherwise noted:

- A. Information appropriately designated as proprietary and/or confidential in a Bidder's Quote shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Bidders submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

#### **3.4 QUOTE ERRORS**

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Bidder may withdraw its Quote as described below.

#### **3.5 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING**

A Bidder may withdraw its Quote submission in **NJSTART** prior to the Quote opening; however, Bidders should note that while withdrawn **NJSTART** Quotes remain viewable by the Bidder on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Contract award. The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Bidders may refer to the QRG "Submit a Quote" for additional instructions.

#### **3.6 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD**

If, after the Quote opening, but before Contract award, a Bidder discovers an error in its Quote, the Bidder may make a written request to the Procurement Bureau to withdraw its Quote from consideration for award. If the Bidder's request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Bidder's offer, the request shall be granted. Evidence of the Bidder's good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Contract resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Contract; and that the mistake occurred notwithstanding the Bidder's exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Bidder may request to withdraw its Quote and the Director may in his/her discretion allow said Bidder to withdraw it,

the Division also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Quotes.

The Quote withdrawal request must include the Bid Solicitation Number, Bid Solicitation Title, and the Quote submission date and should be sent to [Procurement.Bureau@treas.nj.gov](mailto:Procurement.Bureau@treas.nj.gov).

If, during a Quote evaluation process, an obvious pricing error made by a potential Contract awardee is found, the Director or his/her designee shall issue written notice to the Bidder. The Bidder will have up to five (5) Business Days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

### **3.7 JOINT VENTURE**

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in *Bid Solicitation Section 3 – Quote Submission Requirements*.

### **3.8 SMALL BUSINESS SET-ASIDE CONTRACTS**

Not applicable to this procurement.

### **3.9 DISABLED VETERANS' BUSINESS SET-ASIDE CONTRACT**

Not applicable to this procurement.

### **3.10 BID SECURITY**

Not applicable to this procurement.

### **3.11 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE**

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Quote or on the "Terms and Conditions" Tab through [NJSTART](#).

### **3.12 QUOTE CONTENT**

The Quote should be submitted with the attachments organized in the following manner:

- Forms
- Technical Quote
- State-Supplied Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

### **3.13 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE**

A Bidder is required to complete and submit the following forms. As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in [NJSTART](#) on the "Terms and Categories" Tab within the Vendor Profile. Those forms that may be completed on the [NJSTART](#) "Terms and Categories" Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs "Vendor Forms" and "Attaching Files" for additional instructions. [VENDOR QUICK REFERENCE GUIDES](#)

### **3.13.1 OFFER AND ACCEPTANCE PAGE**

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.13.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this form online in [NJSTART](#) on the "Terms and Categories" Tab.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

### **3.13.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the "Terms and Categories" Tab.

### **3.13.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the "Terms and Categories" Tab.

### **3.13.5 MACBRIDE PRINCIPLES FORM**

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance 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. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the "Terms and Categories" Tab.

### **3.13.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES**

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.13.7 CONFIDENTIALITY/COMMITMENT TO DEFEND**

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

### **3.13.8 SUBCONTRACTOR UTILIZATION PLAN**

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form or may list the Subcontractor(s) on the "Subcontractor" Tab in **NJSTART**.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

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 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. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and 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 Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

### **3.13.8.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT**

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans' Business.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises and/or Disabled Veterans' Business:

- A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises and/or Disabled Veterans' Business subcontractors;
- B. The Bidder shall request a listing of New Jersey Small Business Enterprises and/or Disabled Veterans' Business from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit if none are known to the Bidder;
- C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
- D. The Bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
- E. The Bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises and/or Disabled Veterans' Business set aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) Business Days of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting 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 Bid Solicitation.

### **3.13.9 RESERVED**

### **3.13.10 AFFIRMATIVE ACTION**

The intended Contractor and its named Subcontractor(s) 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. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at [https://www.state.nj.us/treasury/contract\\_compliance/index.shtml](https://www.state.nj.us/treasury/contract_compliance/index.shtml).

### **3.13.11 RESERVED**

### **3.13.12 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE**

Not applicable to this procurement.

### **3.13.13 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 the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Bidder's Business Registration Certification Active status, **NJSTART** provides a link to take corrective action.

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

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.14 TECHNICAL QUOTE**

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

#### **3.14.1 TECHNICAL EXPERIENCE**

The Bidder should demonstrate, in a narrative format, the following experience:

- A. At least five years of experience setting up programs and managing the process;
- B. At least five years of experience in interpreting and applying regulations from various governmental bodies including, but not limited to, HUD, FEMA and U.S. Treasury;
- C. A history of successful professional engagements in disaster recovery and the incorporation of resilience/ mitigation measures into the planning process;
- D. A thorough understanding of current models used in resiliency and mitigation efforts for housing and infrastructure projects;
- E. Experience in quantitative data analysis and its application to policy and program planning and critical decision making;
- F. A thorough understanding of the environmental and historic issues and requirements relative to the housing recovery efforts and resilient rebuilding as they impact program selection and delivery;
- G. At least five years of experience in assessing and incorporating into its recovery planning process any mitigation efforts being undertaken in the aftermath of a statewide catastrophic event that has damaged or destroyed dwellings, businesses, critical infrastructure and key resources;
- H. At least five years of compliance experience related to the Uniform Guidance at 2 C.F.R. §200, as well as other federal cross-cutting policies including, but not limited to, Davis-Bacon, the Uniform Relocation Act, and lead-safe housing requirements;
- I. Technical expertise and staffing large-scale operations; and
- J. Efficient and adaptable grant management skills that includes budgeting and the technical evaluation of both long- and short-term priorities.

### **3.15 MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the Evaluation Committee 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. The narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section should demonstrate to the Evaluation Committee 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 Quote will lead to successful Contract completion.

### **3.16 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.

### **3.17 CONTRACT SCHEDULE**

The Bidder should include a draft Contract schedule. If key dates are a part of this Bid Solicitation, 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.

### **3.18 MOBILIZATION PLAN**

It is essential that the State have quick use of the functionality of the services to be provided under this Contract. Therefore, each Bidder should include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than four (4) weeks.

Such mobilization plan should include the following elements:

- A. A detailed timetable for the mobilization period of four (4) weeks. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract and be up and operational from the date of notification of award;
- B. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization of the Contract within the period of four (4) weeks. The Bidder should clearly identify management, supervisory or other key personnel that will be assigned only during the mobilization; and
- C. The Bidder's plan for recruitment of personnel required to provide all services required by the Bid Solicitation on the Contract start date at the end of the mobilization period covering four (4) weeks. 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.

### **3.19 ADDITIONAL PLAN(S)**

Not applicable to this procurement.

### **3.20 ORGANIZATIONAL 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 Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

### **3.21 LOCATION**

The Bidder should include the address of where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

### **3.22 ORGANIZATION CHARTS**

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

### **3.23 RESUMES**

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this Bid Solicitation.

The Bidder should include resumes for the following positions, as specified by *Bid Solicitation Section 4.2 – Professional Staff Classifications*: Director, Project Manager, Subject Matter Expert, Consultant, Associate Staff, and Administrative Support Staff.

Resumes should include the following:

- A. The individual's previous experience in completing each similar Contract;
- B. Beginning and ending dates for each similar Contract;
- C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and
- D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

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

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

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. 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 Bid

Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of this necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

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 Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

### **3.25 FINANCIAL CAPABILITY OF THE BIDDER**

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant, including 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 the information is not supplied with the Quote, 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 Quote 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. The State reserves the right to make the determination to accept the assertion and will so advise the Bidder.

### **3.26 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS**

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the "Attachments" Tab.

The Bidder shall:

- A. Provide All-Inclusive Hourly Rates for Contract Years 1, 2, 3 and 4 for Price Lines 1 through 6 to reflect the cost per hour for each professional staff classification position listed in the State-Supplied Price Sheet. Please refer to Bid Solicitation Section 4.2, *Professional Staff Classifications*, for information on professional staffing requirements;
- B. Equate its firm's internal staff qualifications to the professional staff classifications on the State-Supplied Price Sheet, as applicable;
- C. Determine the value and placement of personnel based on experience and expertise;
- D. Not alter the State-Supplied Price Sheet in any way or add additional professional staff classifications;
- E. Include all relevant Contractor requirements pursuant to Bid Solicitation Section 4.0, *Scope of Work*, in the All-Inclusive Hourly Rate for all professional staff classifications.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

Where the State-Supplied Price Sheet includes an estimated quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this Bid Solicitation. There is no guaranteed minimum or maximum volume for these price lines.



### **3.26.1 CASH DISCOUNTS**

The Bidder is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes. Should the Bidder choose to offer cash discounts, the following shall apply:

- A. Discount periods shall be calculated starting from the next Business Day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

### **3.26.2 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET**

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet accompanying this Bid Solicitation. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

## **4 SCOPE OF WORK**

The Contractor shall:

- A. Act as an advisor to the DRM in developing, implementing and managing disaster recovery, mitigation and resilience programs, and provide support to DRM staff to carry out these tasks as necessary;
- B. Provide a cost proposal on an engagement by engagement basis for each Program/Project in response to work assigned by a written Task Order. Pricing shall not exceed the awarded All-Inclusive Hourly Rates for each Professional Staffing Classification, as described in 4.2. The proposed pricing shall be subject to further negotiation between the Contractor and the SCM, with the Contractor having the ability to reduce its awarded ceiling pricing on an engagement by engagement basis. Following agreement of the proposed cost for each Task Order, the Contractor shall perform the services as described in this Scope of Work, in accordance with the agreed upon staffing and cost. Any changes to the agreed upon cost, including personnel and hours required, shall be subject to the review and approval of the SCM; and
- C. Ensure that all Subcontractors that work on its behalf are not debarred from State or federal contracts, are licensed, bonded, and insured pursuant to State and federal law, and meet all applicable funding agency requirements.

### **4.1 CORE SERVICES**

The Contractor shall ensure the accuracy, timeliness (defined by specific Task Order), and completion of all tasks assigned under this Scope of Work.

#### **4.1.1 PROGRAM/PROJECT DEVELOPMENT AND IMPLEMENTATION**

Each Program/Project will be initiated by the assignment of a written Task Order by the SCM. Upon receipt of its assigned Task Order, the Contractor shall enter a Program/Project development and implementation phase. At the request of the SCM, the Contractor shall meet the following requirements during this phase:

- A. Schedule a Kickoff Meeting (KM) to meet in-person with the SCM within five (5) Business Days of receipt of a written Task Order. The KM shall include a discussion of:
  - 1. Contract intent and Scope;
  - 2. Proper methods and channels of communication between the Contractor and the SCM;
  - 3. Development and finalization of status reporting and mechanisms;
  - 4. Additional topics deemed necessary by the SCM;
  - 5. Contractor's plan for mobilization; and
  - 6. Task Order and Draft Operational Plan;
- B. Submit a Project Management or Operational Plan (PMOP) to the SCM within ten (10) Business Days or an approved extended period, upon request from the awarded Contractor, for up to twenty (20) Business Days following the Kickoff Meeting for the assigned Task Order. The PMOP shall:
  - 1. Provide DCA with a roadmap for how the Contractor will achieve the Scope of Work detailed in the Task Order;
  - 2. Demonstrate to the State that the Contractor has a clear understanding of the overall complexity of the Project and all associated Tasks to successfully implement the requirements in this Bid Solicitation;
  - 3. Include complete and comprehensive methods to implement the Core Services specified in Bid Solicitation Section 4.1, Core Services;
  - 4. Address ALL subsections of Bid Solicitation Section 4.0, *Scope of Work*;
  - 5. Include a Program/Project budget setting forth the amount of Program/Project funds to be expended each quarter for each of the requirements of this Bid Solicitation;
  - 6. Include appropriate benchmarks to align with the purpose of this Bid Solicitation;
  - 7. Identify the specific Tasks and Subtasks and allocation of resources for each Task Order; and
  - 8. After approval, be continuously updated as a "living document" throughout the duration of the Project with any changes to the Project, upon agreement by DCA and the Contractor, including details of how agreed upon changes will affect cost, timeliness and deliverables;
- C. Be responsible for start-up operations within ten (10) Business Days of the Kickoff Meeting including staffing and logistics to ensure that it is prepared to initiate the meetings and trainings. The Contractor shall:
  - 1. Concentrate initially on knowledge transfer activities that will be developed by the State;
  - 2. Establish interface with the State Integrated Recovery Operations and Management System (SIROMS) system to be implemented within thirty Calendar Days of DCA's request. DCA will make this request five (5) Business Days following the Kickoff Meeting; and
  - 3. Undergo SIROMS training, as provided by DCA;
- D. Provide the Contractor's final Mobilization Plan for the deployment and use of management, supervisory or other key personnel during the startup period to begin working remotely or in Trenton, NJ within the offices of the DCA at 101 South

Broad Street and other State departments and agencies as needed. This plan shall clearly identify management, supervisory or other key personnel that will be assigned only during the Program/Project development phase;

- E. Provide an agreed upon number of key personnel as approved by the SCM available remotely or at the offices of the DCA and other State departments and agencies as needed. DCA expects the key personnel to provide technical expertise and policy advice for programmatic issues to launch and manage the Program/Project. Contractor key personnel assigned during this phase shall:
1. Provide suggestions for new disaster recovery and resilience/ mitigation Programs/Projects;
  2. Research alternative Program/Project models;
  3. Provide appropriate strategies to best utilize funding from various sources;
  4. Assist with Tasks related to the development and implementation of the appropriate Action Plan or approved Program/ Project by funding agency e.g., "HUD Action Plan," that includes, but is not limited to, needs assessment and application development;
  5. Evaluate options, perform and/or review data analysis for programs defined in the Action Plan or Program/ Project;
  6. Provide stakeholder outreach and communication plan to be approved by the DCA and implement that plan subsequent to DCA approval; and
  7. Develop and draft appropriate Program/Project policies and procedures.

#### **4.1.2 PROGRAM/PROJECT MANAGEMENT AND OPERATIONS**

Following the Program/Project development and implementation phase, the Contractor shall enter the management and operations phase. This phase shall continue until necessary for each Task Order program/project to be complete. During this phase, the Contractor shall:

- A. Create and implement project management measures for Task prioritization, increased workload, and time sensitive matters to be approved by the DCA;
- B. Oversee grant administration;
- C. Provide financial and performance metric data tracking, analysis, forecasting assistance and management support;
- D. Continue to address and assist with the oversight of (housing) recovery and resilience/ mitigation strategies;
- E. Provide guidance as to best practices; and
- F. Provide appropriate technical assistance, under the direction of DCA, to DCA staff and Subrecipient agencies and Program/Project partners receiving grant funding from DCA.

##### **4.1.2.1 COMPLIANCE**

The Contractor shall meet the following requirements related to compliance during the Program/Project management and operations phase:

- A. Ensure DCA compliance with the laws and regulations of New Jersey and other respective funding sources and assist with the interpretation of those laws and regulations;
- B. For federal sources of funding, provide support and advice relative to the Uniform Guidance and other cross-cutting policies that apply to Davis-Bacon, the Uniform Relocation Act, and lead-safe housing requirements, among others;
- C. Assist with auditing and monitoring;
- D. Assist with the submission of required forms and reports to the funding agency;
- E. Interact with the funding agency as necessary; and
- F. Provide for the implementation of environmental and historic review responsibilities.

##### **4.1.2.2 POLICY TEAM**

During the Program/Project management and operations phase, Contractor must retain a minimum of six (6) policy and subject matter experts to provide advice and consult on an "as needed" basis to DCA that may include drafting and revising policies and training of DCA personnel. These team members do not need to be physically present at DCA or Subrecipient offices.

##### **4.1.2.3 REPORTING**

In addition to updating the "living" PMOP (see Section 4.1.1 B.8), the Contractor shall provide and submit, on the fifth (5<sup>th</sup>) day of every month, to the SCM, reports and documents that:

- A. Summarize the progress and status of all activities, milestones and achievements, risks and status of all activities related to the Project's Scope of Work;
- B. Identify any problems encountered, and detail the resulting effects and corrective methods;
- C. May include but are not limited to the following monthly reports:
  1. Budget/ cost control reporting;
  2. Task Order progress report; and

### 3. Staff Augmentation Progress Report.

The aforementioned reports are necessary to support the provisions of Bid Solicitation Section 4.1, *Core Services*, in accordance with all relevant requirements, including but not limited to, those imposed by the funding agency and the State. The State may suspend production of these reports at its discretion.

#### 4.2 PROFESSIONAL STAFF CLASSIFICATIONS

The Contractor shall:

- A. Provide appropriate professional staff to complete assigned Task Orders and meet the other requirements outlined in Bid Solicitation Section 4.0, *Scope of Work*, as agreed upon by the SCM for the following classifications:
  - 1. Director;
  - 2. Project Manager;
  - 3. Subject Matter Expert;
  - 4. Consultant;
  - 5. Associate Staff; and
  - 6. Administrative Support Staff;
- B. Equate its firm's internal staff qualifications to the six (6) professional staff classifications listed above;
- C. Determine the value and placement of personnel based on experience and expertise; and
- D. Be able to sufficiently staff multiple Task Orders concurrently, as required by the State.

The State reserves the right to require the Contractor to remove or replace any assigned staff performing under this Contract, if at the State's discretion the Contractor's staff is determined to not be able to meet the standards or qualifications required to successfully perform the assigned role.

#### 4.3 OTHER DIRECT COSTS

Other Direct Costs (ODCs) may include: postage (includes U.S. Mail, UPS, etc.) for purposes of mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); security for on-site inspections on a pre-approved basis; advanced recording fees; cost of outreach and other public events; wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communications for full-time employees performing field based work; lease costs (according to the agreed upon cost per square foot); notary service fees; and legal service fees related to Third Party Requests for Release of Information. Additional ODCs, if required, must be approved in advance of purchase by the SCM and the DCA Finance Manager.

Prior to the purchasing or leasing of any ODCs, the Contractor shall provide a list of ODCs to the SCM. The SCM will review the list and either: (a) authorize the Contractor to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation); or (b) deny the request.

As applicable, the Contractor must follow all State of New Jersey procurement rules, as well as, federal regulations including as detailed in 2 C.F.R. § 200.

#### 4.4 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel expenses and reimbursements shall be made to the Contractor for travel over fifty (50) miles as follows:

The Contractor shall agree to adhere to the General Services Administration ("GSA") published travel rules and rates (to include disaster specific amendments) in accordance with the Federal Travel Regulations. Current rules and rates can be found online at <https://www.gsa.gov/travel?topnav=travel>.

Travel reimbursements are limited to select management as outlined under Bid Solicitation Section 4.2 that will be identified in the project Task Order. For these predetermined individuals, reimbursable expenses shall be limited to the following:

- A. Coach class air fare purchased at the lowest reasonable available rate and baggage fees, to include consultant deployment and demobilization travel;
- B. Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if HUD or other funding agencies require same);
- C. Lodging limited to the maximum current GSA per diem rate to include GSA-or HUD approved lodging waivers; and
- D. Mileage for Contractor privately owned vehicles at the current GSA rate per mile.

All other travel costs will not be allowed. Travel expense and reimbursements will only be made up to the not to exceed limit submitted on the cost Quote. All other travel and reimbursement will be at the Contractor's expense.

## 5 **GENERAL CONTRACT TERMS**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. 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 this 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 deliverables, goods or 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.

### 5.1 **CONTRACT TERM AND EXTENSION OPTION**

The base term of this Contract shall be for a period of **four (4) years**. The anticipated Contract effective date is provided on the "Summary" page of the Bid Solicitation in [NJSTART](#). If delays in the procurement process result in a change to the anticipated Contract effective date, the Contractor agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to **two (2) years** with no single extension exceeding one (1) year, 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 this Contract or rates more favorable to the State.

### 5.2 **CONTRACT TRANSITION**

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 180 Calendar Days beyond the expiration date of this Contract, including any extensions exercised.

### 5.3 **PERFORMANCE SECURITY**

Not applicable to this procurement.

### 5.4 **OWNERSHIP OF MATERIAL**

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.
- C. **Contractor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *Bid Solicitation Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the Bid Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with Bid Solicitation requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The Bid Solicitation including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual

Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the Bid Solicitation, or otherwise supplied by the State.

- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State’s license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *Bid Solicitation Section 6 – Data Security Requirements – Contractor Responsibility*.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

## 5.5 SUBSTITUTION OF STAFF

If a Contractor needs 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 for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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.

## 5.6 DELIVERY TIME AND COSTS

Not applicable to this procurement.

## 5.7 AUTHORIZED DEALER AND/OR DISTRIBUTORS

Not applicable to this procurement.

## 5.8 LIQUIDATED DAMAGES

The Division of Purchase and Property and the Contractor (“the Parties”) agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor’s failure to meet the performance requirements. Any breach by the Contractor may prevent the DRM from complying with State and Federal laws applicable to the use and expenditure of State Fiscal Recovery Funds, Capital Projects Funds, CDBG-DR grants, Hazard Mitigation Assistance and other public funds; will adversely impact DRM’s ability to administer and monitor these funds; and may lead to damages suffered by DRM and the State as a whole. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor’s performance deficiencies set forth within this section and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the Division shall be entitled to recover liquidated damages under each section applicable to any given incident. The State has the sole discretion to determine whether liquidated damages should be assessed.

Late Delivery - Liquidated damages of \$100 per day may be assessed against the Contractor for each Calendar Day that a required deliverable outlined below is delayed beyond the date established in the accepted Project Plan.

<b>Reference</b>	<b>Standard</b>	<b>Due Date</b>	<b>Liquidated Damages</b>
Section 4.1.1	The Contractor shall be responsible for completing a DCA-approved PMOP within ten (10) Business Days of the Kickoff Meeting. The PMOP shall meet the requirements of Bid Solicitation Section 4.1.1B.	Within ten (10) Business Days of the Kickoff Meeting for each Task Order, or an approved extended period, upon request from the awarded Contractor, for up to twenty (20) Business Days from the Kickoff Meeting.	\$100 per day for each day the PMOP is delayed
Section 4.1.2.3	The Contractor shall provide and submit, on the fifth (5 <sup>th</sup> ) day of every month, to the SCM, all reports and documents as may be necessary, which shall include, but not limited to, the following monthly reports;  a. Budget/ cost control reporting; b. Task Order progress report; and c. Staff Augmentation Progress Report.	On the fifth (5 <sup>th</sup> ) day of every month.	\$100 per day for each day a report is delayed.
<b>Reference</b>	<b>Standard</b>	<b>Due Date</b>	<b>Liquidated Damages</b>
Section 4.1.1	The Contractor shall be responsible for completing a DCA-approved PMOP within ten (10) Business Days of the Kickoff Meeting. The PMOP shall meet the requirements of Bid Solicitation Section 4.1.1B.	Within ten (10) Business Days of the Kickoff Meeting for each Task Order, or an approved extended period, upon request from the awarded Contractor, for up to twenty (20) Business Days from the Kickoff Meeting.	\$100 per day for each day the PMOP is delayed
Section 4.1.2.3	The Contractor shall provide and submit, on the fifth (5 <sup>th</sup> ) day of every month, to the SCM, all reports and documents as may be necessary, which shall include, but not limited to, the following monthly reports;  a. Budget/ cost control reporting; b. Task Order progress report; and c. Staff Augmentation Progress Report.	On the fifth (5 <sup>th</sup> ) day of every month.	\$100 per day for each day a report is delayed.

#### **5.8.1 NOTIFICATION OF LIQUIDATED DAMAGES**

Upon determination that liquidated damages are to be assessed, the Director or the State Contract Manager will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director. The Director may, in the Director's sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this Contract. Notwithstanding any provision of any Bid Solicitation to the contrary, should there be any conflict between this section and any other provision of the Bid Solicitation, this section shall supersede such section of the Bid Solicitation.

#### **5.8.2 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES**

The continued assessment of liquidated damages may be terminated at the sole discretion of the Director, only if all of the following conditions are met:

- A. The Contractor corrects the condition(s) for which liquidated damages were imposed;



- B. The Contractor notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
- C. The Director reviews and approves in writing the recommendation of State Contract Manager.

#### **5.8.3 SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES**

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

#### **5.8.4 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY**

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the Director. The waiver of any liquidated damages due shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

#### **5.8.5 PAYMENT OF LIQUIDATED DAMAGES**

Once assessed, liquidated damages will be deducted from any funds owed to the Contractor by the State, and in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the State of New Jersey within thirty (30) Calendar Days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor.

#### **5.9 RETAINAGE**

Not applicable to this procurement.

#### **5.10 ELECTRONIC PAYMENTS**

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive payments via automatic deposit from the State of New Jersey, the Contractor must complete the EFT information within its **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

#### **5.11 PROCUREMENT EFFICIENCY PROGRAM**

- A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Contract. The Sales Report shall be submitted directly to Periscope no later than thirty (30) Calendar Days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
  - Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
  - Purchasing entity;
  - Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
  - Such other information as the State may reasonably request;
  - If no sales were made against this Contract during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
  - Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the Contract.
- B. Procurement Efficiency Program Fee - For all purchases made under this Contract, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.
- C. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) Calendar Days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.
- D. **NJSTART** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Contractor shall upload catalog within thirty (30) Calendar Days of the date of execution of this Contract. Failure to cooperate will result in the Contractor's good and/or services not being represented in the **NJSTART** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this Contract. Any identified deviation from the Contract must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this Contract can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.

- E. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

## **6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY**

### **6.1 SECURITY PLAN**

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) Calendar Days after the award of the Contract. The State's approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

### **6.2 COMPLIANCE**

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

### **6.3 PERSONNEL SECURITY**

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

### **6.4 SECURITY AWARENESS AND TRAINING**

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- B. Security awareness training records are maintained as part of the personnel record;
- C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

### **6.5 PRIVACY**

If there is State Data associated with the Contract, this section is applicable.

- A. Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, the New Jersey Privacy Notice found at NJ.gov, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.

- D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
- E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
- G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *Bid Solicitation Section 6.11 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
- H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
- I. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, [https://www.nj.gov/it/docs/ps/NJ\\_Statewide\\_Information\\_Security\\_Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf); and certify in writing that these actions have been completed within thirty (30) Calendar Days after the termination/expiration of the Contract or within seven (7) Business Days of the request of an agent of the State whichever should come first.
- J. In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State Data.

## 6.6 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;
- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

## **6.7 REMOTE ACCESS**

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of the Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

## **6.8 MOBILE DEVICE SECURITY**

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

- A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
- B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
- C. Establishing physical and logical access controls;
- D. Implementing network access restrictions for mobile devices;
- E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
- F. Establishing approved application stores from which applications can be acquired;
- G. Establishing lists approved applications that can be used; and
- H. Training of mobile device users regarding security and safety.

## **6.9 PROJECT AND RESOURCE MANAGEMENT**

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the term of the Contract Project and resource management security practices shall include, at a minimum:

- A. Defining and implementing security requirements;
- B. Allocating resources required to protect systems and information; and
- C. Ensuring security requirements are accounted for throughout the term.

## **6.10 THIRD PARTY MANAGEMENT**

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

- A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
- B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
- C. Third party interconnection security; and
- D. Independent testing and security assessments of supplier technologies and supplier organizations.

## **6.11 INCIDENT RESPONSE**

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

## **7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

### **7.1 INSURANCE**

#### **7.1.1 PROFESSIONAL LIABILITY INSURANCE**

Section 4.2 of the SSTC is supplemented with the following:

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 of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$3,000,000 or higher if appropriate per each occurrence, 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 this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

## **8 QUOTE EVALUATION AND AWARD**

### **8.1 RIGHT TO WAIVE**

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **8.2 DIRECTOR'S RIGHT TO ACCEPT OR REJECT A QUOTE**

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award Contracts in accordance with N.J.S.A. 52:34-12.

### **8.3 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Director within five (5) Business Days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) Business Days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

### **8.4 CLARIFICATION OF QUOTE**

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Procurement Bureau regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The Director reserves the right to request that a Bidder to explain, in detail, how the Quote price was determined.

### **8.5 ORAL PRESENTATION**

Not applicable to this procurement.

### **8.6 TIE QUOTES**

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### **8.7 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.

### **8.8 STATE'S RIGHT TO CHECK REFERENCES**

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

### **8.9 EVALUATION CRITERIA**

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

#### **8.9.1 TECHNICAL EVALUATION CRITERIA**

The following criteria will be used to evaluate and score Quotes received in response to this Bid Solicitation. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- 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 Contract of a similar size and scope in relation to the work required by this Bid Solicitation; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

### **8.9.2 PRICE EVALUATION**

The Procurement Bureau will utilize a weighted consumption/market basket model to evaluate pricing. The pricing model will be date-stamped and entered into the record before Quote opening.

### **8.10 QUOTE DISCREPANCIES**

In evaluating Quotes, 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.

### **8.11 NEGOTIATION**

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Procurement Bureau may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. 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 (1) Bidder or multiple Bidders. Negotiations will be structured by the Procurement Bureau to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the 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 Quote in response to this Bid Solicitation since the State may, after evaluation, make a Contract award based on the content of the initial submission.

If the Procurement Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

### **8.12 BEST AND FINAL OFFER (BAFO)**

The Procurement Bureau may invite one (1) 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 does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Division may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed by the Procurement Bureau 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 Quote in response to this Bid Solicitation since the State may, after evaluation, make a Contract award based on the content of the initial submission.

If the Procurement Bureau contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

### **8.13 "REQUEST FOR REVISION" WITHIN *NJSTART***

The State may request a revision of the Bidder's Quote within *NJSTART*. The Bidder shall respond to the "Request for Revision" only for the reason(s) identified by the State. Any changes made by a Bidder to the Quote other than as requested by the State shall be considered null and void.

### **8.14 POOR PERFORMANCE**

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Bidder performance:



- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. Information contained in Contractor performance records;
- C. Information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. Current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

#### **8.15 RECOMMENDATION FOR AWARD**

After the evaluation of the submitted Quotes is complete, the Procurement Bureau will recommend to the Director for award, the responsible Bidder(s) whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Procurement Bureau.

#### **8.16 CONTRACT AWARD**

Contract award will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number and available on [NJSTART](#).

The Division intends to award all services under this Contract to one (1) Bidder.

## 9 GLOSSARY

### 9.1 CROSSWALK

Current DPP Template Term	Equivalent Statutory, Regulatory <b>NJSTART</b> and/or Legacy Term
Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Contract	Master Blanket Purchase Order (Blanket/Blanket P.O.)
Contract Amendment	Change Order
Administrative Change Order	Change Order
Quote	Proposal/Bid
Contractor	Vendor/Contractor
Bidder	Bidder/Contractor

### 9.2 DEFINITIONS

Unless otherwise specified in the Bid Solicitation, the following definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation. Note that not all definitions included here apply to all Bid Solicitations.

**Acceptance** – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

**Administrative Change Order** – A unilateral administrative modification to the Contract in the **NJSTART** system by the Division. Administrative Change Orders are not to be considered formal Contract Amendments.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, 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. Refer to Bid Solicitation Sections 4.3 and 4.4 for contemplated costs that may be permitted to fall outside of the defined All-Inclusive Hourly Rate.

**Apparel** – means any clothing, headwear, linens or fabric.

**Apparel Contracts** – include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for contractors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

**Apparel Production** – includes the cutting and manufacturing of apparel products performed by the contractor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

**Approved Products** – Those products that have been identified in Bid Solicitation as meeting Using Agency needs and confirmed as meeting product specifications.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or Bid Solicitation** – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, Attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

**Bid Opening Date** – The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Bid Security** - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

**Bidder** – An entity offering a Quote in response to the Division's Bid Solicitation.

**Breach of Security** – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes

unrelated to the business or subject to further unauthorized disclosure.

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

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

**Commercial off the Shelf Software or COTS** – Software provided by Provider that is commercially available and that can be used with little or no modification.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Contract Amendments agreed to by the State and the Contractor, in writing.

**Contract Amendment** – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the person with the appropriate signing authority. Contract Amendments are tracked using Change Orders in [NJSTART](#). Please note that Administrative Change Orders (see definition above) are not considered Contract Amendments.

**Contractor** – The Bidder awarded a Contract resulting from this Bid Solicitation.

**Contractor Intellectual Property** – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

**Cooperative Purchasing Program** – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Cooperative Purchasing Participants** – These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads,

independent institutions of higher learning, County colleges, and State colleges.

**Customized Software** – COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, "Customized Software" is not permitted to be sold to the State under the scope of this Contract.

**Days After Receipt of Order (ARO)** – The number of Calendar Days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

**Dealer/Distributor** – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the Bid Solicitation and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

**Deliverable** – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director's designee.

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

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

**Discount** – The standard price reduction applied by the Bidder to all items.

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

**Equivalent Products** – Products offered other than those identified as an Approved Product in this Bid Solicitation that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional,

and packaging specifications herein as part of the Quote evaluation process.

**Evaluation Committee** – A group of individuals or a Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Hardware** – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

**Internet of Things (IoT)** – the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

**Intrastate cooperative purchasing participants** – refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division.

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**Life cycle assessment** – The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

**Life cycle cost** – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

**Master Blanket Purchase Order (Blanket/Blanket P.O.)** – A Term Contract that allows repeated purchases from an awarded contract.

**Materials in Solid Waste** – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste

stream when designating items containing Recovered Materials.

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

**Mobile Device** – means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

**Must** – Denotes that which is a mandatory requirement.

**Net Purchases** – means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

**No Bid** – The Bidder is not submitting a price Quote for an item on a price line.

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

**Non-Public Data** – means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**Percentage Discount or Markup** – The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

**Performance Security** – means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

**Personal Data** means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or

local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

**Personally Identifiable Information or PII** - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**Post-Consumer Material** – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

**Pre-Consumer Material** – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

**Price List/Catalog** – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

**Procurement Bureau (Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this Bid Solicitation.

**Protected Health Information or PHI** – has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to

164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Purchases** - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not **NJSTART** is used as part of the purchase process.

**Quasi-State Agency** – is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

**Quick Reference Guides (QRGs)** – Informational documents which provide Vendors with step-by-step instructions to navigate the **NJSTART** eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

**Quote** – Bidder's timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the Bid Solicitation.

**Quote Opening Date** – The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Recovered Material** – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

**Recycling** – The series of activities, including collection, separation, and processing, by which products or other

materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

**Recyclability** – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

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

**Revision** – A response to a BAFO request or a requested clarification of the Bidder's Quote.

**RMAN** – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

**Security Incident** – means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Shall** – Denotes that which is a mandatory requirement.

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

**Small Business** – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:

For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the

applicable annual revenue standards established at CFR 121.201, (Category VI).

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

**Software** – means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

**Software as a Service or SaaS** – means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**State** – The State of New Jersey.

**State Confidential Information** – shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Contract Amendment.

**State Data** – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

**State Intellectual Property** – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**State Price Sheet or State-Supplied Price Sheet** – the bidding document created by the State and attached to this Bid

Solicitation on which the Bidder submits its Quote pricing as is referenced and described in the Bid Solicitation.

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

**Subcontractor** – An entity having an arrangement with a Contractor, whereby the 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 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.

**Third Party Intellectual Property** – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

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

**US CERT** – United States Computer Emergency Readiness Team.

**USEPA** – United States Environmental Protection Agency.

### 9.3 CONTRACT-SPECIFIC DEFINITIONS

**Action Plan** – The Action Plan, as required by the U.S. Department of Housing and Urban Development, explains in detail how an entity (i.e., State) plans to use the Community Development Block Grant Disaster Recovery funds that come from the federal government to assist the victims of natural disasters with their recovery. The State cannot begin to use the funds until HUD approves.

**American Rescue Plan Act (ARPA)** – Passed in March 2021 (Public Law 117-2) and established the Coronavirus State and Local Fiscal Recovery Funds (CLSFRRF) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

**Atlantic City Resilience Program** – The **Atlantic City Resilience Program** consists of six (6) projects to mitigate future damage to infrastructure and public facilities in Atlantic City that sustained damage due to Superstorm Sandy and/or are subjected to repetitive flooding.

**Community Development Block Grants – Disaster Recovery (CDBG-DR)** – The Community Development Block Grant Disaster Recovery (CDBG-DR) Program **works to rebuild areas affected by disaster** through grants for unmet housing needs, infrastructure, and business needs. Congress appropriates these funds in response to Presidentially-declared disasters.

**Coronavirus State Fiscal Recovery Fund (CSFRF)** – A part of the American Rescue Plan Act that specifically delivers \$195.3 billion to all fifty (50) states and the District of Columbia to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

**Coronavirus Capital Projects Fund (CPF)** – Provides \$10 billion for states, territories and tribes to cover the costs of capital projects such as broadband infrastructure.

**Davis-Bacon Act** – The Federal law passed in 1931 to establish the requirement for paying the local prevailing wages on public works projects for laborers and mechanics. It applies to contractors and subcontractors working on federally-funded or assisted contracts

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

**Vendor** – Either the Bidder or the Contractor.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.



in excess of \$2000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. For further review, refer to 40 U.S.C. 3141-3148 et seq.

**Department of Community Affairs (DCA)** – a State agency created to provide administrative guidance, financial support and technical assistance to local governments, community development organizations, businesses and individuals to improve the quality of life in New Jersey. The DCA services include fire and building safety, housing production, community planning and development, local government management and finance, disaster recovery and mitigation and privacy protection.

**Department of Environmental Protection (DEP)** – Established on April 22, 1970, the first American Earth Day, to protect environmental quality and public health, and create vibrant, sustainable communities.

**Division for Disaster Recovery and Mitigation (DRM)** – The agency that promotes the long-term resilience of New Jersey's communities by supporting initiatives to fortify housing, businesses, and infrastructure against severe weather events and flooding damage.

**New Jersey Economic Development Authority (NJEDA or EDA)** – The New Jersey Economic Development Authority facilitates the State's economic growth and increases equitable access to opportunity by supporting high-quality job creation, catalyzing investment, and fostering vibrant, inclusive community development. NJEDA works in partnership with a diverse range of stakeholders to implement programs and initiatives that improve quality of life, enhance economic vitality, and strengthen New Jersey's long-term economic competitiveness.

**Federal Emergency Management Agency (FEMA)** – The Federal Emergency Management Agency (FEMA) is a body under the United States Department of Homeland Security that was created in 1978 to improve the safety of the American residents, especially during disasters.

**FEMA Hazard Mitigation Grant Program (HMGP)** – FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities. When requested by an authorized representative, this grant funding is available after a presidentially declared disaster.

**U.S. Department of Housing and Urban Development (HUD)** – The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws.

**Hurricane Ida ("Ida")** – a deadly and extremely destructive Category 4 Atlantic hurricane in 2021 that became the second-most damaging and intense hurricane to make landfall in the U.S. state of Louisiana on record, behind Hurricane Katrina in 2005. The storm then traveled northeast as a tropical depression, causing flash flooding, tornadoes, and power outages, before exiting offshore. The storm inflicted nearly \$65 billion in damage and killed 107 people (87 in the United States and 20 in Venezuela).

**Kickoff Meeting (KM)** – A kickoff meeting is the **first meeting with the Contractor and the DCA for the project after issuance of a Task Order**. This meeting would follow definition of the base elements for the project and other project planning activities.

**Mitigation Assistance Program (MAP)** – The Mitigation Assistance Program at DRM is designed to ensure that fewer property owners become victims of natural disasters by providing them with the means to implement proven mitigation measures, such as the elevation of at-risk buildings. Such measures reduce the long-term risk of severe impact to people and property from natural hazards, resulting in safer communities that can withstand future disasters. MAP is currently funded with grants from the FEMA Flood Mitigation Assistance Program.

**Other Direct Costs (ODCs)** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, 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.

**Program/Project** – A project is a planned undertaking; it is a temporary endeavor undertaken to create a unique product service or result and has a beginning and end date. A program is a sequence of operations to be performed. Many projects can be part of a program with multiple collaborators.



**Project Management or Operational Plan (PMOP)** – A critical document that aids the Project or Program Manager in managing the project. It is a document that factors in expectations of cost, scope and time and provides a roadmap to the project's success.

**Sandy Recovery Division (SRD)** – The former name of the Division for Disaster Recovery and Mitigation, stood up at DCA as Grantee for the HUD CDBG-DR funds to facilitate recovery after Superstorm Sandy.

**SIROMS** – State Integrated Recovery Operations and Management System.

**Staff Augmentation Progress Report** – the organization uses an outsourcing strategy to staff their project and meet submission deadlines successfully. This technique includes evaluating the current staff and determining additional proficiency. In simple terms, staff augmentation is the utilization of outside personnel temporarily to augment an organization's capability and report on progress on a regular basis.

**Subrecipient** – Subrecipient means a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

**Superstorm Sandy** – an extremely destructive and strong [hurricane](#), as well as the largest Atlantic hurricane on record as measured by diameter, with tropical-storm-force winds spanning 1,150 miles (1,850 km). The storm inflicted nearly \$70 billion in damage and killed 233 people across eight countries from the Caribbean to Canada. Sandy was a [Category 3](#) storm at its peak intensity when it made landfall in [Cuba](#), although most of the damage it caused was after it became an Category 1-equivalent [extratropical cyclone](#) when it struck New Jersey on October 29, 2012.

**Task Order** – A written document issued by DCA to the Contractor that initiates and defines the parameters and intent of a specific Program/Project under this Contract.

**Third Party Requests for Release of Information** – Generally refers to requests for documents pursuant to the Open Public Records Act ([N.J.S.A. 47:1A-7](#) and [52:14B-3](#)).

**Uniform Relocation Act** – a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.