



Request for Quotes

MASTER PLAN & DESIGN – Liberty State Park and Greenway

	Date	Time
Due Date For Quotes	10/17/22	2:00 PM

Dates are subject to change. All times contained in the Request for Quotes (RFQ) refer to Eastern Time. All changes will be reflected in Bid Amendments to the RFQ posted on Using Agency website.

RFQ Issued By:

State of New Jersey
Department of Environmental Protection
401 E. State Street, Mail Code 401-07
Trenton, NJ 08625-0420

Date: September 16, 2022

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ATTACHMENT 1 – [State of New Jersey Standard Terms and Conditions \(9/1/2022\)](#)

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Environmental Protection (Department or Using Agency). The Contract will be awarded in the State of New Jersey's eProcurement system, [NJSTART \(www.njstart.gov\)](http://www.njstart.gov). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#) for information.

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for firms or individuals (Bidders) with demonstrated experience in public space and/or public life analyses, urban design, parks design and development, architecture, engineering, landscape design or other related fields to assist with the planning and design activities to facilitate the creation of master planning and detailed design documents (Master Plans & Designs) for Liberty State Park (LSP) and the recently acquired 9-mile abandoned rail corridor in Essex and Hudson Counties (Greenway) (collectively the Parks).

The Department will select and contract with one or more qualified Bidders to conduct activities to facilitate the creation of the Master Plans in accordance with Work Order(s) issued during the Contract Term. The selected Bidders shall furnish all expertise, labor, and resources to provide complete services necessary for Work Order(s).

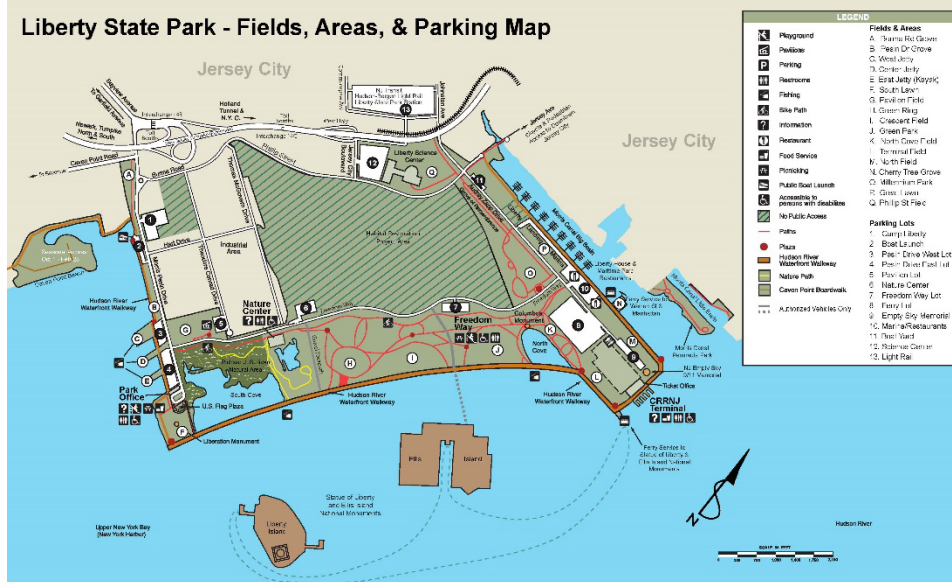
As set forth in the individual Work Order(s), activities may include, but shall not be limited to, in whole or in part:

- a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, impact studies, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
- b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
- c. Development of Master Plans & Designs for each of the Parks; and
- d. Support the Department in community engagement and stakeholder management.

The selected Bidder(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department.

The selected Bidder(s) shall be required to coordinate all work under this Contract with the Department and its State and Local partners.

Liberty State Park



Liberty State Park (LSP), located along the waterfront of Jersey City, Hudson County, is New Jersey's most visited state park and an urban oasis with more than five million visitors annually. It serves as both a national and international destination, offering access to and views of famous landmarks like the Statue of Liberty, Ellis Island, and the Manhattan skyline. Comprised of approximately 1,200 acres of State-owned lands and waters situated where the Hudson River meets the Upper New York Bay, LSP stands as one of the last contiguous open green spaces along the highly developed Northern New Jersey/New York City waterfront. Approximately 235 acres situated within the interior of LSP have been unavailable to the public for generations due to the contamination of environmental media from historic industrial activities in this area of New Jersey.

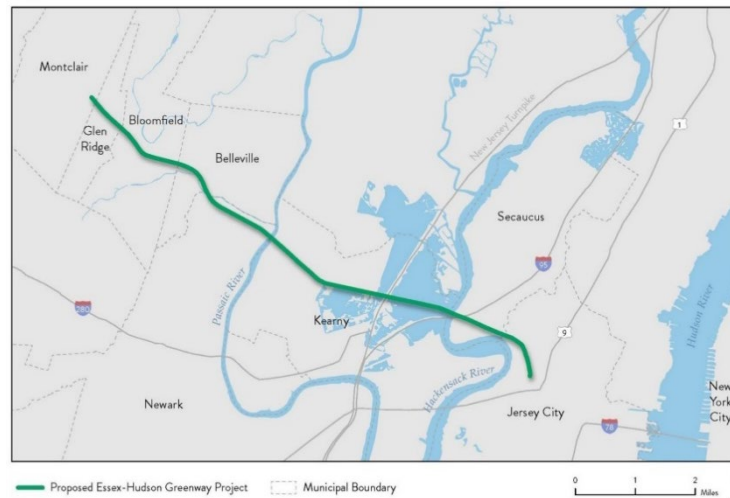
To reach its full potential as a destination that serves both the members of its host community of Jersey City as well as visitors from far and wide, LSP requires a focused, coordinated and timely approach to planning, improvement, management and access.

In furtherance of this goal, on August 5, 2021, the Department created the Liberty State Park Design Task Force (Task Force) to engage a plurality of stakeholders and community members to provide advice and recommendations on its plans for the inclusion of active recreation amenities at LSP. The Task Force has provided significant feedback and input and the Department is currently evaluating those recommendations, the implementation of which may be furthered under this Contract.

Additionally, on June 30, 2022, Governor Phil Murphy signed the Liberty State Park Conservation, Recreation, and Community Inclusion Act (P.L.2022, c.45), extending the Task Force for a period of twenty-four months to further advise the Department on development of short and long-term actions to improve the remainder of LSP and directing the Department to develop a master plan that includes improvements to facilities, programs and amenities, creation of transportation and mobility services to ensure equitable public access, preservation of natural resources, and actions to improve climate resilience.

Through the issuance of this RFQ, the Department seeks to continue the critical work of implementing the Task Force's recommendations for both the Interior Restoration Project and the development short-term actions and the LSP Master Plan that includes timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

Greenway



Proposed Greenway alignment. Map by Open Space Institute, where “Essex-Hudson Greenway” is the same line as the “Greenway.”

On August 19, 2022, the Department, with the cooperation of its partners at the Norfolk Southern Railroad and the Open Space Institute, acquired a long-dormant 8.63-mile rail line in Essex and Hudson Counties for the purpose of developing a multimodal, walking, biking, and transit Greenway. The Department envisions converting this blighted corridor into a thriving active transportation corridor, traversing two of the most densely populated counties in New Jersey – and in the nation – providing new, safe and equitable opportunities for outdoor recreation and open space enjoyment in eight New Jersey communities (Montclair, Glen Ridge, Bloomfield, Belleville, Newark, Kearny, Secaucus, and Jersey City). In this heavily industrialized region, the Greenway provides a once-in-a-generation open space opportunity to provide a destination for exercise, recreation, and open space access, improve regional transportation and stormwater performance, and spur equitable economic growth and redevelopment in the surrounding communities. The Greenway will establish a new level of connectivity between its communities; it will create a linear network of new green spaces and a shared use path that will enable seamless walking and biking connections between Montclair and Jersey City through Newark.

The Greenway project uses the right-of-way of the eastern portion of NJ Transit’s former Boonton Line (New York and Greenwood Lake Railway), averaging 100 feet wide and encompassing 135 acres. The Department will operate the Greenway in accordance with a federal railbanking order issued by the Surface Transportation Board and has underlying agreements with NJ Transit to accommodate joint trail and transit uses.

The Department acquired the Greenway with a combination of Green Acres funding from the Garden State Preservation Trust Fund and federal funding via the Federal American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund. While using Green Acres funds for acquisition requires the Greenway to be utilized for recreation and conservation purposes, in recognizing the need for appropriate development flexibility for the Greenway to realize its true transformative potential, the Department acquired the corridor subject to appropriate reservations to allow use for transit, utility, and other economically beneficial uses consistent with the Greenway’s underlying recreational purpose. Additionally, as a condition of receiving Coronavirus State Fiscal Recovery Funding, the Greenway must be designed in a manner that incorporates compatible stormwater infrastructure. Due to the legacy of industrial pollution in the vicinity of the Greenway, its development for public use requires the implementation of appropriate remedial measures to protect public health, safety, and the environment.

Recognizing that development of this unique land asset requires partnership and coordination between relevant State agencies, counties, municipalities, and local stakeholders, including those whose mission is focused on advancing the causes of equity and environmental justice, as well as other appropriate parties with knowledge and experience in urban or linear park development, through the issuance of this RFQ, the Department seeks assistance with planning and design activities to facilitate a Master Plan for phased development of the Greenway. The Master Plan would include timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

In preparing this strategic master plan, the Department would consider: (1) the necessity to provide recreational activities to the citizens of this State, including, but not limited to facilities, design capacities, and the Greenway's relationship to other available recreational areas or amenities; (2) the multi-modal nature of the Greenway, its history as a transit corridor in the State, and the potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of uses and potential uses of the Greenway in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development and any relevant master plan or other plan of development, including planning to support desired equitable economic development along the former rail line.

The Department has collected certain background, preliminary design and other supporting information that may be reviewed by Bidder(s) in preparation of their response to this RFQ at [<https://nj.gov/dep/parksandforests/parks/greenway.html>].

It is the intent of the State to award Contract(s) to those responsible Bidder(s) whose Quote(s), conforming to this RFQ, are most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines or no price lines in its sole discretion. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

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

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) State of New Jersey Standard Terms and Conditions, and (3) the Quote. 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, included 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 RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

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 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email: julia.wong@dep.nj.gov. The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. 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 RFQ. 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 RFQ or any pre-contract award costs incurred.

3.3 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 RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained 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.

3.4 QUOTE CONTENT

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

- Forms
- Technical Quote
- State Price Quote

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 RFQ. 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.

3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms.

3.5.1 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.

3.5.2 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 Using Agency 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.

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.

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 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.

3.5.7 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 RFQ 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 RFQ 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. 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.

3.5.8 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

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 State.

3.5.8.1 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 upon 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 RFQ.

3.5.9 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

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

3.5.10 AFFIRMATIVE ACTION

The intended Contractor and its named subcontractors 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 subcontractors 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.

3.5.11 NOT APPLICABLE TO THIS PROCUREMENT

3.5.12 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE

The Bidder shall complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote. This Questionnaire is designed to provide the State with an overview of the Bidder's security and privacy controls to ensure that the Bidder will (1) meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual; and (2) comply with the State's security requirements as outlined in *Section 6 – Data Security Requirements – Contractor Responsibility*.

The State has executed a Confidentiality/Non-Disclosure Agreement which is attached to the Questionnaire. The Bidder must countersign the Confidentiality/Non-Disclosure Agreement and include it with its submitted Questionnaire. No amendments to Confidentiality/Non-Disclosure Agreement are permitted.

To the extent permissible under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena, the completed Questionnaire and supplemental documentation provided by the Bidder will be kept confidential and not shared with the public or other Bidders.

3.5.13 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.

3.6 TECHNICAL QUOTE

The Bidder shall describe its approach, qualifications and plans for accomplishing the work outlined in the Scope of Work. The Bidder shall set forth its understanding of the requirements of this RFQ 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.

3.7 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative shall 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 shall 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 RFQ 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 shall 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.

3.8 CONTRACT MANAGEMENT

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

3.9 NOT APPLICABLE TO THIS PROCUREMENT

3.10 NOT APPLICABLE TO THIS PROCUREMENT

3.11 NOT APPLICABLE TO THIS PROCUREMENT

3.12 ORGANIZATIONAL EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

3.13 LOCATION

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

3.14 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.

3.15 RESUMES

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

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

3.17 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 which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If 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 shall so advise the Bidder.

3.18 STATE PRICE SHEET INSTRUCTIONS

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

Any price changes including handwritten 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).

Bidder shall provide a single, all-inclusive hourly rate for activities conducted in accordance with any Work Order(s) issued during the Contract Term. Bidder shall additionally provide hourly rates for each title expected to be assigned to Work Orders(s) and the estimated percentage each title is expected to contribute to the overall project.

Failure to provide this information 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 estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

3.18.1 DELIVERY TIME AND COSTS

All delivery times are as noted RFQ Section 5.6 Delivery Time and Costs. Bidder may submit alternate delivery days on the State Price Sheet. Alternate delivery times shall not exceed the delivery days noted in RFQ Section 5.6 Delivery Time and Costs. Quotes that exceed the delivery days of RFQ Section 5.6 Delivery Time and Costs may be deemed non-responsive.

3.18.2 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 RFQ. 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 RFQ. The use of any other identifier may result in the Bidder’s Quote being deemed non-responsive.

4 SCOPE OF WORK

4.1 MASTER PLANS & DESIGNS

The Department shall issue Work Orders to the selected Bidder(s) to conduct planning and design activities to facilitate the creation of the Master Plans & Designs during the Contract Term. In completing work under this Contract, the selected Bidder(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department. The selected Bidder(s) shall also be required to coordinate all work under this Contract with the Department and its State and Local partners.

Specifically with regard to each of the Parks, Work Orders may include planning and design activities related to the following.

Liberty State Park

- a. Planning and design of active and passive recreation amenities that will compliment and become integrated with natural resources restoration and conservation activities conducted as part of the Interior Restoration Project;
- b. Assessment, including analysis of alternatives, of short-term recreational development and natural resource conservation opportunities to improve public use and enjoyment of LSP;
- c. Assessment of needs, challenges, opportunities, and alternatives relating to, additional improvements to facilities, programs and amenities, transportation and mobility options to ensure equitable access, natural resource restoration and preservation and climate resilience, taking into account the diversity of LSP's surrounding communities, the need for equitable recreational and cultural opportunities and local participation and benefits;
- d. Development of a Master Plan that incorporates items (a)-(c) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department;
- e. Development of detailed Designs to implement the Master Plan; and
- f. Facilitation of community and stakeholder engagement in furtherance of the above.

Greenway

- a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development.
- b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development;
- c. Development of a Master Plan that incorporates items (a)-(b) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs, opportunities, and any other information determined to be relevant or necessary by the Department for each of the Parks;
- d. Development of detailed Designs to implement the Master Plan; and
- e. Facilitation of community and stakeholder engagement in furtherance of the above.

For each of the above activities, the Bidder(s) would consider: (1) the necessity to provide recreational activities to the diversity of citizens in the Greenway's surrounding communities and the State; (2) the Greenway's relationship to other available recreational areas or amenities, as well as its multi-modal nature, its history as a transit corridor in the State, and its potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of the Greenway's uses and potential uses in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development, including other relevant development plans, and ways to support desired equitable economic development along the former rail line.

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. 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 two (2) years.

This Contract may be extended up to a maximum of two (2) additional years, with said extension taking effect prior to December 31, 2024, by the mutual written consent of the Contractor and the State 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 ninety (90) days calendar days beyond the expiration date of this Contract, including any extensions exercised.

During the transition period, the Contractor will be required to perform in accordance with the operational Contract.

5.3 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 RFQ, 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. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor 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 Vendor 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 *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.

- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ 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 RFQ 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 RFQ 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 RFQ, 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 RFQ, 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 *RFQ 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 Vendor 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) whom 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 NOT APPLICABLE TO THIS PROCUREMENT

5.7 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 your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the QRG entitled “Vendor Profile Management – Company Information and User Access” for instructions.

5.8 CONTRACT ACTIVITY REPORT

The Contractor must provide, on a quarterly basis, a record of all purchases made under this Contract. The calendar quarters will end March 31, June 30, September 30, and December 31 with the required reports due no later than thirty (30) days after the calendar quarter. The Contractor must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State entities. Quasi-State entities include 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.

This information must be provided in Microsoft Excel such that an analysis can be made to determine the following:

- A. Contractor's total sales volume, with line item detail, to each purchaser under this Contract;
- B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Contract, discount applied; and
- C. Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

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 State 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, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to 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) notify the State immediately of such Breach of Security, but in no event later than 24 hours after 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 *RFQ 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 RFQ 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 back up 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; and certify in writing that these actions have been completed within 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.

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.

6.12 NOT APPLICABLE TO THIS PROCUREMENT

8 QUOTE EVALUATION AND AWARD

8.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, 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 Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency 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.

8.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this RFQ 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 inconsistent statement contained within the submitted Quote.

8.3 TIE QUOTES

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

8.4 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.

8.5 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.

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

8.6.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. 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 RFQ; 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.

8.6.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this RFQ with an award issued in accordance with the standard set forth in Section 8.11.

8.7 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.

8.8 BEST AND FINAL OFFER (BAFO)

The Using Agency 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 Using Agency 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 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 RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the Using Agency 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.

8.9 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. 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 Vendor 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.

8.10 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Using Agency will recommend to the Director of the Division of Purchase and Property for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

8.11 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to those responsible Bidder(s), whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered.

9 GLOSSARY

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

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.

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 vendors 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 vendor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

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 RFQ – 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 RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this RFQ 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 RFQ.

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 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.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

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.

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.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, 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 Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

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

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 RFQ 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.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

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 RFQs, 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 RFQ.

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.

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 RFQ 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 RFQ.

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.

Request For Quotes (RFQ) – This series of 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 RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

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 Change Order.

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-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

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

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.

Vendor 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. Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

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, Vendor Intellectual Property or Third Party Intellectual Property.