Request for Quotes

RFQ #11-13-26-41DPA Consumables for Wastewater Surveillance Testing

	Date	Time
Due Date For Questions	November 20, 2026	2:00 PM
Submission Date	November 30, 2026	2:00 PM

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.

Bidding opportunities subject to public advertisement, along with corresponding changes reflected as Bid Amendments, will be posted at https://www.nj.gov/health/about/bidding-opportunities/ and may be distributed via email to relevant parties.

Bidding Opportunities not subject to public advertisement, including Bid Amendments, will exclusively be distributed via email to relevant parties.

Prospective Bidders are advised that written questions and Quotes are only accepted by email at centralprocurement@doh.nj.gov.

SET-ASIDES	
Small Business Set-Aside **For Goods and Services:** ☐ **I** ☐ **II** ☐ **III** **For Construction:** ☐ **IV** ☐ **V** ☐ **VI**	☒ Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only ☐ Preference
Disabled Veteran-Owned Business Set-Aside	☒ Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only ☐ Preference

RFQ Issued By:
State of New Jersey
Department of Health
Division of Administration and Operations

Date: November 12, 2026

Letter to the Vendor Community

The New Jersey Department of Health (NJDOH) thanks you for your interest in this bidding opportunity. Your engagement, effort, and dedication to the residents of the State of New Jersey (State) is sincerely appreciated.

Before you review this bidding opportunity, the NJDOH Central Procurement team would like to bring to some important matters to your attention to assist you in developing your Quote. We will review what different sections of the solicitation mean in plain language and what our expectations are. Some sections may be modified based on the specifics of each procurement, so please be sure to carefully review the full content. This is only a general overview.

Cover Page
This provides an overview of the procurement's identifying information. It includes the procurement number and title, milestone dates like the Question & Answer Period due date and time, the Quote due date and time, where to submit a Quote, set-aside information if relevant, and the State agency releasing the procurement.

Section 1 – *Introduction and Summary of the Request for Quotes (RFQ)*
As the title suggests, this is an introduction to this procurement. You'll learn what the high-level expectations are, along with any relevant background information. It also details the requirement to register for the State's eProcurement system, ***NJSTART*** (www.njstart.gov) and identifies the governing order of precedence of the Contracts terms.

Section 2 – *Pre-Quote Submission Information*
This section details some information that you should know **before** you work on your Quote. Information on the Question & Answer process is located here. The Question and Answer process is your **only** opportunity to ask questions, seek clarification, or suggest revisions to the bidding opportunity or State of New Jersey Combined Standard Terms and Conditions (SSTC) before Quotes are due. If you wait to raise questions or concerns until you submit your Quote, it could result in Quote disqualification (deemed "non-responsive").

Section 3 – *Quote Submission Requirements*
This section contains the most sensitive information so please, read this very carefully. It heavily influences if you'll be awarded a Contract, if you'll be passed over in favor of a different vendor, or if your Quote will be disqualified entirely. This section details what the Quote submission requirements are.

- It is extremely important that you identify what is a mandatory submission requirement and what is recommended or optional. If you fail to submit something mandatory, the NJDOH may have no choice but to disqualify your Quote *even if it could have been the best or cheapest option*. Be advised that choosing not to submit something recommended or optional may not disqualify your Quote, but it might hurt your chances of winning compared to other Bidders!
    - Some sections are mandatory. These mandatory submission requirements will include strong language like "shall" or "must," or other non-negotiable language.
    - Some sections are important but not necessarily mandatory. Submissions that are recommended or optional will use language like "should" or "may," or other flexible terms.
    - Some sections are a mix of both, where it is recommended or optional that you submit something *with* your Quote, but becomes mandatory before a Contract can be awarded. If you see one of these, the NJDOH recommends that you just submit it from the beginning. It can expedite the award process.
    - A clear example of the difference in requirements can be found in the Ownership Disclosure Form section. Notice that it says the Ownership Disclosure Form is required with your Quote? That's your warning – if you don't submit it **with** your Quote, your Quote may be disqualified. Pay close attention!
- If relevant to the procurement, you'll also find information about the State-Supplied Price Sheet in this section. It will include instructions on how to fill it out properly. Failure to fill it out properly can also disqualify a Quote.
- Some sections may allow you to skip submitting certain forms if certifications are recorded on your NJSTART profile. Look carefully for these!

Section 4 – *Scope of Work*
These are the products and/or services that you are bidding on and will be required to supply upon Contract award. Just like Section 3, you may find differences in what is required or what is requested based on use of language like "shall" or "should."

Section 5 – *General Contract Terms*
This general information includes the length, or "term" of the Contract, among other important topics.

Section 6 – *Data Security Requirements – Contractor Responsibility*
This section details Data Security requirements, provided it is applicable to the procurement.

Section 7 – *Modifications to the State of New Jersey Standard Combined Terms and Conditions*
This details insurance requirements and other risk mitigation information, provided it is applicable to the procurement. Be advised – even if you don't see it here, the SSTC will include standard insurance requirements and risk mitigation measures.

Section 8 – *Quote Evaluation and Award*
This section details the NJDOH's process for reviewing received Quotes.

Section 9 - *Glossary*
provides important definitions that may or may not appear in this procurement.

State of New Jersey Combined Standard Terms and Conditions (SSTC)
The SSTC contains standard terms that apply to all Contracts unless specifically overridden in the Contract itself. These standard terms cover many different topics.

Common mistakes and helpful tips:

1) You may find some additional attachments, appendices, or other files unique to a specific procurement. Make sure you are familiar with those and if any submission requirements are associated with them – follow the instructions!
2) If the State-Supplied Price Sheet says a response or price line is required, that means it is required! If your firm wants to price the work a different way, pay attention to the section addressing "no charge" or "no bid". Pricing needs to be standardized so the NJDOH can fairly evaluate;
3) The State-Supplied Price Sheet may use terms like "all-inclusive," which means that all the charges you might normally invoice *separately* will need to be built into your pricing. The NJDOH likely won't accept extra charges that aren't reflected in the State-Supplied Price Sheet;
4) Please don't reformat, edit, or re-create the Price Sheet. It is very easy to make a mistake that could lead to disqualification; and
5) Don't include contingencies or other non-committal statements in your Quote. These could disqualify your Quote! Examples include:
    a. "Vendor accepts all terms and conditions with the following exceptions…";
    b. "Vendor reserves the right to charge additional fees…";
    c. "The Quote is non-binding or is only an expression of interest and does not establish a commitment…"; and
    d. "The Quote is only valid for 30 days…" We know that some of your firms use system-generated Quotes that use this language. If you can't prevent it, you need to include a note with your submission that makes it clear that it does not apply.

The NJDOH appreciates your careful consideration and your efforts. The NJDOH and the business community are partners in supplying products and services that support the needs and health of New Jersey residents, and we look forward to your participation in the bidding process.

Please be advised that the NJDOH cannot discuss the specifics of an active procurement outside of the Question & Answer process built into most solicitations, but if you have any other questions, please don't hesitate to reach out to the NJDOH Central Procurement team at centralprocurement@doh.nj.gov.

With gratitude,
The NJDOH Central Procurement Team

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1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES (RFQ)

This Request for Quotes (RFQ) is issued by Division of Administration & Operations (Using Agency or NJDOH) on behalf of the Division of Public Health and Environmental Laboratories (PHEL).

Prospective Bidders are advised that Quotes are only accepted by email at centralprocurement@doh.nj.gov, and all file submissions must be in Microsoft compatible formats.

The Contract may, at the sole discretion of the Using Agency, be awarded in the State of New Jersey's (State's) eProcurement system, ***NJSTART*** *(*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. It is recommended, though not required, that Bidders be registered in ***NJSTART*** prior to submitting a Quote. ***NJSTART*** is required to complete a purchase order and for the State to remit payment pursuant to RFQ Section 5.7 *Electronic Payment*.

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for consumables required to support wastewater surveillance testing workflows for the concentration and detection of viruses, bacteria, and fungi from wastewater samples and for the quantification of pathogens of public health interest, including but not limited to, Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), Influenza A, and Pepper Mild Mottle Virus. This testing is in support of the Centers for Disease Control and Prevention (CDC) funded National Wastewater Surveillance System.

It is the intent of the State to award a Contract to that responsible Bidder whose Quote, conforming to this RFQ is most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

The State of New Jersey Combined Standard Terms and Conditions (SSTCs) 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.

This procurement is conducted pursuant to the Using Agency's delegated purchasing authority and is subject to the requirements thereof (see N.J.S.A. 52:25-23).

1.1.1 PRE-QUOTE DOCUMENT REVIEW

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

ATTACHMENT A - Wastewater Virus Concentration and KingFisher Extraction NJDOH Laboratory Workflow

1.2 COMMUNITICATING WITH THE USING AGENCY PRIOR TO NOTICE OF INTENT TO AWARD CONTRACT

The RFQ provides parameters for the appropriate scenarios for Bidders to contact the Using Agency regarding this procurement, and by which method it may be appropriate. Examples include, but are not limited to, RFQ Section 2.1 *Question and Answer Period* and RFQ Section 3.1 *Quote Submission*. Except where expressly permitted, a Bidder shall not contact the Using Agency, procurement staff, or program staff directly, in person, by telephone or by e-mail, concerning this RFQ, prior to Notice of Intent to Award Contract.

1.3 CONTRACT AMOUNT

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

1.4 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ as issued; (2) Bid Amendments, including the responses to questions received as described in Section 2.1; and (3) State of New Jersey Combined Standard Terms and Conditions; (4) the Quote; (5) any Bidder responses to clarifications, if applicable; (6) a Bidder's Best and Final Offer; (7) other negotiated document(s); and/or (8) third party document(s). In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without

limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Combined Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the RFQ and the State of New Jersey Combined Standard Terms and Conditions 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 ELECTRONIC QUESTION AND ANSWER PERIOD

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

Questions should be directly tied to an RFQ Section, the Price Sheet, Form or Attachment; and should reference the specific RFQ Section or document to which it relates. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFQ.

A Bidder shall submit questions only to the Using Agency designee by email to centralprocurement@doh.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 EXCEPTIONS TO THE STATE OF NEW JERSEY COMBINED STANDARD TERMS AND CONDITIONS (SSTC)

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

2.2.1 CARVEOUT FOR PURCHASES OF A SCIENTIFIC NATURE

The State recognizes that it is industry practice for firms bidding on scientific products and/or services to do so using system-generated Quotes, which by default frequently include the Bidder's own terms and conditions that which directly conflict with the terms and conditions of this RFQ and/or the State of New Jersey Combined Standard Terms and Conditions. Provided the following, the State will accept these Quotes without regard for conflicts between the Bidder's terms and conditions and those herein and the State of New Jersey Combined Standard Terms and Conditions, and will not render a Quote non-responsive for this deviation alone:

A. The Bidder signs the State of New Jersey Combined Standard Terms and Conditions without modification, or with modification if properly requested through the process established in Sections 2.1 *Question and Answer Period* and 2.2 *Exceptions to the Terms of the RFQ and/or State of New Jersey Combined Standard Terms and Conditions* (see RFQ Section 3.10.2 *State of New Jersey Combined Standard Terms and Conditions*);
B. The Bidder signs the Offer and Acceptance Page (See RFQ Section 3.10.1 *Offer and Acceptance Page*); and
C. The Bidder does not otherwise contend that its terms supplant or supersede the State's terms (see RFQ Section 1.4 *Order of Precedence of Contractual Terms*.

2.3 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 the RFQ posted on Using Agency website if subject to public advertisement, or emailed to relevant parties if not subject to public advertisement. 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.

Bidders are advised that Quotes are only accepted by email at centralprocurement@doh.nj.gov. Email sizes exceeding 25mb will be rejected . If an email size in excess of 25mb is required, Bidders are advised to submit Quotes in multiple emails.

Bidders are advised that all Quote submission requirements must be submitted as an email attachment. All file submissions must be in Microsoft compatible formats. The State is unable to accept Quote submission requirements via links, third party websites downloads, external download applications, etc.

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 QUOTE ERRORS

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

3.4 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

A Bidder may withdraw its Quote submission prior to the Quote opening by making a written request to the Using Agency to withdraw its Quote from consideration for award. The Quote withdrawal request must include the RFQ Number, RFQ Title, and the Quote submission date and should be sent to centralprocurement@doh.nj.gov. The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission.

3.5 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD

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

The Quote withdrawal request must include the RFQ Number, RFQ Title, and the Quote submission date and should be sent to centralprocurement@doh.nj.gov.

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

3.6 SMALL BUSINESS SET-ASIDE OR PREFERENCE CONTRACT

Not applicable to this procurement.

3.7 DISABLED VETERANS' BUSINESS SET-ASIDE OR PREFERENCE CONTRACT

Not applicable to this procurement.

3.8 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 Bid Solicitation, or the State of New Jersey Combined Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of

New Jersey Combined Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

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

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

3.9 QUOTE CONTENT

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

- Forms
- Technical Quote
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a 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.

3.10 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

The successful Bidder is required to complete and submit the following forms, registrations, and certifications prior to contract award, **excluding Section 3.10.3 *Ownership Disclosure Form*, which is required to be submitted with its Quote.** Contract award is contingent on the successful Bidder submitting and signing all forms. Bidders are strongly recommended to submit the forms, registrations, and certifications with their Quote.

As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in ***NJSTART*** on the "Terms and Categories" Tab within the Vendor Profile. Those forms that may be completed on the ***NJSTART*** "Terms and Categories" Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs "Vendor Forms" and "Attaching Files" for additional instructions.

A. VENDOR QUICK REFERENCE GUIDES
B. A checklist with links to the Bidder forms, including the State of New Jersey Combined Standard Terms and Conditions, may be accessed here: Vendor Form/Certification Checklist

Additionally, Bidders may choose to rely upon previously submitted forms provided the forms are dated not more than six (6) months before Quote submission deadline. Bidders are advised that there is no universal State repository for submitted Vendor forms. As such, Bidders choosing to rely on previously submitted forms may be required to provide a copy.

3.10.1 NJDOH OFFER AND ACCEPTANCE PAGE

The Bidder should complete and submit the NJDOH Offer and Acceptance Page with the Quote. The NJDOH 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.

NOTE: Bidders are cautioned that the NJDOH Offer and Acceptance Page and the Offer and Acceptance Page found on the New Jersey Department of the Treasury website are not the same, and are not interchangeable.

3.10.2 STATE OF NEW JERSEY COMBINED STANDARD TERMS AND CONDITIONS

The Bidder should complete and submit the signed State of New Jersey Combined Standard Terms and Conditions.

The terms and conditions established in the State of New Jersey Combined Standard Terms and Conditions apply to all contracts or purchase agreements made the with State.

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

3.10.3 OWNERSHIP DISCLOSURE FORM

The Bidder shall complete and submit the Ownership Disclosure Form with its Quote. If the Bidder elects to rely on a previously submitted Ownership Disclosure Form meeting the criteria of Section 3.10.3(b) below, the Bidder is advised that a copy must be provided to the Using Agency with its Quote.

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.

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 shall disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form; (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; 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.

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

3.10.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should complete and submit a signed Disclosure of Investment Activities in Iran form, with its Quote, 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. The Bidder is advised that submission is mandatory prior to Contract award and failure to submit with Quote may introduce delays in awarding the Contract.

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

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

3.10.5 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should complete and submit a signed 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. The Bidder is advised that submission is mandatory prior to Contract award and failure to submit with Quote may introduce delays in awarding the Contract.

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

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

3.10.6 MACBRIDE PRINCIPLES FORM

The Bidder should complete and submit a signed MacBride Principles Form, with its Quote. 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. The Bidder is advised that submission is mandatory prior to Contract award and failure to submit with Quote may introduce delays in awarding the Contract.

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

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

3.10.7 SERVICE PERFORMANCE WITHIN THE UNITED STATES

Not applicable to this procurement.

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

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

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

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

3.10.9 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.

3.10.9.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT
Not applicable to this procurement.

3.10.10 PAY TO PLAY PROHIBITIONS
Not applicable to this procurement.

NOTE: Bidders are cautioned that the Chapter 51 and Chapter 271 Forms are not the same, and submission of one (1) does not satisfy a requirement for the other.

3.10.11 VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM (CHAPTER 271)
The Bidder should complete and submit a signed Vendor/Bidder Certification and Political Contribution Disclosure Form, with its Quote.

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

Pursuant to N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005, c. 271), the intended Contractor shall disclose a list of political contributions that are reportable by the recipience pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by the business entity during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution.

A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

NOTE: Bidders are cautioned that the Chapter 51 and Chapter 271 Forms are not the same, and submission of one (1) does not satisfy a requirement for the other.

3.10.12 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.

3.10.13 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.

3.10.14 CERTIFICATION OF NON-INVOLEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C3

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e).

The Bidder is advised that submission is mandatory prior to Contract award. If the Bidder does not submit the form with its Quote, the Bidder must comply within seven (7) business days of the State's request or the Bidder's Quote may be deemed non-responsive.

3.10.15 BUSINESS ASSOCIATE AGREEMENT

Not applicable to this procurement.

3.11 TECHNICAL QUOTE

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

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 should demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

3.12 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 should include the Bidder's approach to communicate with the State Contract Manager or designee(s) including, but not limited to, status meetings, status reports, etc.

3.13 CONTRACT SCHEDULE

The Bidder should include a draft Contract schedule. If key dates are a part of this RFQ, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

3.14 ORGANIZATIONAL EXPERIENCE

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

3.15 LOCATION

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

3.16 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 this necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

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

3.17 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the State-Supplied Price Sheet accompanying this RFQ.

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

A. The Bidder shall include its all-inclusive firm fixed pricing for Price Lines 1-5 for Contract year 1.

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

3.17.1 CASH DISCOUNTS

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

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

3.17.2 VOLUME DISCOUNTS

Bidders may submit volume discounts on the State price sheet or include them with the submitted Quote. The State will consider a volume discount for ordering; however, such discounts will not be factored into the evaluation of the Quote.

3.17.3 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 CONTRACTOR REQUIREMENTS

The Contractor shall provide the following consumables, or functional equivalents thereof, throughout the Contract term, exclusive of any Contract extensions:

A. Qty: 18- 30 mL bottles of Nanotrap Microbiome A Particles;
B. Qty: 15- 30 mL bottles of Nanotrap Enhancement Reagent 1 (ER1);
C. Qty: 12- 30 mL bottles of Nanotrap Microbiome B Particles; and
D. Qty: 12- 30 mL bottles of Nanotrap Enhancement Reagent 3 (ER3).

The consumables shall:

A. Be compatible with the existing NJDOH laboratory workflow, as outlined in *Attachment A - Wastewater Virus Concentration and Kingfisher Extraction NJDOH Laboratory Workflow;*
B. Be compatible with magnetic bead Ribonucleic Acid (RNA) extraction kits;
C. Have a minimum expiration date of at least one (1) year from the date of shipment; and
D. Be capable of integration into an automated workflow that utilizes a benchtop automated purification instrument used for the extraction and purification of Deoxyribonucleic Acid (DNA) or RNA.

The Contractor shall provide the following certificates with each delivery for each of the required consumables:

A. A Certificate of Analysis for the Nanotrap Microbiome A Particles and Nanotrap Microbiome B Particles, or functional equivalents thereof, both of which shall indicate a passing quality control test result. The quality control test result shall demonstrate that that the Nanotrap Microbiome A Particles, or its functional equivalents, can concentrate SARS-CoV-2 virions, and that the Nanotrap Microbiome B Particles, or its functional equivalents, can concentrate bacterial or fungal organisms; and
B. A Certificate of Conformance for the Nanotrap ER1 and the Nanotrap ER3, or functional equivalents thereof, both of which shall indicate the consumables meet the manufacturer's established specifications for all applicable metrics and an evaluation of appearance for characteristics including, but not limited to, transparency, color, physical state, and surface characteristics.

The Certificate of Analysis and a Certificate of Conformance shall include, at a minimum, the following information:

A. Product information, including but not limited to, the product name, catalog number, batch number, required storage temperature, and expiration date;
B. Technical data, including but not limited to, quality control test(s) performed, applicable metrics and specifications, expected result, and actual test results; and
C. A signature and date from the Quality Manager or equivalent.

4.2 DELIVERY

The Contractor shall deliver the consumables in accordance with the following requirements:

A. Delivery shall be made to the following address: New Jersey Department of Health, Public Health and Environmental Laboratories, 3 Schwartzkopf Drive, Ewing, NJ 08628;
B. Ship all consumables in accordance with the manufacturer's specific storage and temperature requirements; and
C. Deliver the required consumables on an as-needed basis upon request of the State Contract Manager (SCM), or its designee. NJDOH will provide the Contractor with the requested quantities and delivery dates for each shipment. Upon notice from the SCM, or its designee, the Contractor shall ship the requested consumables within five (5) Business days. The required consumables will be delivered in approximately six (6) shipments.

4.3 REPLACEMENT OF UNSATISFACTORY PRODUCT

In the event the product delivered does not meet the approved product specifications or is damaged prior to or at the time of delivery, as determined by the Using Agency, the Contractor shall immediately remove and replace the unsatisfactory product, at no cost to the Using Agency. The timeframe for the replacement shall not exceed the prevailing delivery days ARO. Failure to comply may result in the product being removed from the Contract and a similar product obtained from another Contractor with any additional costs assumed by the original Contractor.

4.4 SUBSTITUTION OF DISCONTINUED OR REFORMULATED PRODUCTS

The Contractor may offer a substitution for any product discontinued or reformulated by the manufacturer in its Contract. The State may consider substituting the discontinued or reformulated model with a new model provided that the unit offered meets or exceeds the Contract specifications. All substitutions must be approved by the State.

The Contractor must notify the State immediately in writing to the State Contract Manager stating that an item has been discontinued or reformulated by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued or reformulated. The Contractor must provide in its letter the discontinued or reformulated model number, model number of the new product being offered, detailed literature for the new product being offered, the price of the discontinued or reformulated item and the price of the product being offered as a replacement. The State will not approve the substitution of a discontinued or reformulated item without all of the above information.

The replacement product should be offered to the State at that same price as the discontinued or reformulated product.

4.5 SUBSTITUTION OF PRODUCTS ON A TEMPORARY BASIS

A Contractor may offer a substitute product for the contracted product on a temporary basis provided that the specifications are met and the Contractor provides proper justification for the temporary substitution. The justification provided to the Using Agency by the Contractor must include a letter from the contracted brand manufacturer, stating that the product is not able to be offered, estimated duration of product unavailability and the reasoning for the unavailability of product. The request for temporary product substitution, with all supporting documentation, must be submitted to the Using Agency for review and written approval. The substitute product must be offered to the State at the same or more favorable pricing. The Contractor cannot offer the substituted product until it is approved by the Using Agency through a change order in ***NJSTART***. Once the originally contracted product is available again, the Contractor must immediately notify the Using Agency in writing. A temporary replacement of product is not meant as a permanent product replacement.

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 one (1) year.

This Contract may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the 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.

5.1.1 CONTRACT TERM – CARVEOUT FOR SCIENTIFIC PURCHASES

This procurement is conducted due to product and/or service inavailability or inapplicability to the current series of T0115 *Scientific Equipment, Accessories, Maintenance and Supplies* statewide contracts. Should the product and/or service become available or applicable to the T0115 statewide contracts, or any subsequent version of the same, the Contractor is advised that the T0115 statewide contracts shall take precedence over this Delegated Purchase Authority Contract/Waivered Contract. Further, the same order of precedence shall apply to any pre-existing, new, or future contracts with product and/or service overlap that are awarded by the New Jersey Department of the Treasury, excluding the following: 1) Waivered Contracts; 2) Cooperative contracts (e.g. National Association of State Procurement Officials, OMNIA Partners, etc.); United States General Services Administration-backed contracts; and 4) other New Jersey Department of the Treasury contracts as applicable.

5.2 CONTRACT TRANSITION

A. **No Award Made** - In the event that a new contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, then by written notice to the Contractor, the State may exercise its right to transition this Contract for a period of up to 365 Calendar Days (the "Initial Transition Period"). In the event the State exercises its right pursuant to this Section, then the Contractor shall continue performance under this Contract under the same terms, conditions, and pricing until a new contract is awarded or the Initial Transition Period expires. At no time shall this Initial Transition Period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised, unless in the opinion of the Director, it is in the best interest of the State to extend the Initial Transition Period.

B. **New Contract Awarded** - In the event that a new contract has been awarded prior to the expiration date for this Contract, including any extensions exercised , then by written notice to the Contractor the State may transition this Contract (the "NCA Transition Period") and the Contractor shall continue performance under this Contract, under the same terms, conditions, and pricing, for a period of up to 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised, or until the new contract(s) can be completely operational, whichever first occurs.

5.3 PERFORMANCE SECURITY

Not applicable to this procurement.

5.4 OWNERSHIP OF MATERIAL

A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the 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. **Contractor 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 1.2 – 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

Not applicable to this procurement.

5.6 DELIVERY TIME AND COSTS

Unless otherwise noted in the RFQ or on the State-Supplied Price Sheet, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern. Collect on Delivery (C.O.D.) Terms are not permitted.

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 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.9 RETAINAGE

Not applicable to this procurement.

5.10 NOTICE OF EXECUTIVE ORDER 166 – REQUIREMENT FOR POSTING OF WINNING QUOTE AND CONTRACT DOCUMENTS

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

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

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

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

6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

Not applicable to this procurement.

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

7.1 ADDITIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

Section 8 *Additions to the Standard Terms and Conditions for All Information Technology Contracts, as Applicable* and Section 9 *Additions to the Standard Terms and Conditions for All Information Technology Contracts Which Includes Software as a Service (SaaS)/Cloud Solution* of the SSTC do not apply to this procurement.

7.2 REVISIONS OR DELETIONS TO THE STATE OF NEW JERSEY COMBINED STANDARD TERMS AND CONDITIONS

7.2.1 OCCURENCE FORM COMMERCIAL GENERAL LIABILITY INSURANCE OR EQUIVALENT

Not applicable to this procurement.

8 QUOTE EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

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

8.2 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.

8.3 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.

8.4 TIE QUOTES

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

8.5 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.

8.6 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.

8.7 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of the Using Agency and/or other representative(s) as deemed appropriate by the Using Agency. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

8.8 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.

8.8.1 TECHNICAL EVALUATION CRITERIA

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

A. The Bidder's demonstration in the Quote that the Bidder understands and is able to complete the requirements of the Scope of Work as sought.

8.8.2 PRICE EVALUATION

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

Due to the possibility of weight and/or count variances between offerings, prices will be evaluated on a cost per ounce, cost per item, or cost per serving basis where applicable.

8.9 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.

8.10 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the Using Agency may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by the Using Agency to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Using Agency 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 negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.11 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.

8.12 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.

8.13 CONTRACT AWARD

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

9 GLOSSARY

9.1 CROSSWALK

Contract Terminology	Equivalent Statutory, Regulatory *NJSTART* and/or Legacy Terminology
Request for Quotes (RFQ)	Request For Proposal (RFP)/Bid Solicitation/ Solicitation
Bid Amendment	Addendum
Contract	Master Blanket Purchase Order (Blanket/Blanket P.O.)
Contract Amendment	Change Order
Administrative Change Order	Change Order
Quote	Proposal/Bid
Contractor	Vendor/Contractor
Bidder	Bidder/Contractor

9.2 DEFINITIONS

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

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

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

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

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.

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

Authorized Purchasers – shall mean any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch ("State Purchasers"), Cooperative Purchasing Partners, and/or Intrastate Cooperative Purchasing Partners.

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 Solicitation 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 Combined 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 a purposes unrelated to the business or subject to further unauthorized disclosure.

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

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

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.

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

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

Contractor – The Bidder awarded a Contract resulting from this 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 Contract s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges

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

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

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the 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.

Equivalent Products – Products offered other than those identified as an Approved Product in this RFQ that meet the specifications herein. Equivalent Products will be evaluated to

ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

Evaluation Committee – A group of individuals or a 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.

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

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

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

Quote – Bidder's timely response to the 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 Combined 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 Price Sheet or 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.

9.3 CONTRACT SPECIFIC DEFINITIONS

Centers for Disease Control and Prevention (CDC) – National public health agency of the United States.

Certificate of Analysis – An official document issued by a manufacturer or third-party laboratory, which verifies that a specific batch of a product has been tested to confirm it meets predefined quality, safety, and regulatory specifications.

Certificate of Conformance – An official document issued by a manufacturer, authorized party, or regulatory agency, which guarantees that a product or material meets all required safety, technical, and regulatory standards for a specific market.

Deoxyribonucleic Acid (DNA) – The hereditary material in humans and almost all other living organisms that carries genetic instructions.

Enhancement Reagent 1 (ER1) – A reagent designed to enhance the binding of microbes to Nanotrap Microbiome A Particles, or functional equivalent, improving microbial concentration and downstream nucleic acid detection.

Enhancement Reagent 3 (ER3) – A reagent designed to enhance the binding of microbes to Nanotrap Microbiome B Particles, or functional equivalent, improving microbial concentration and downstream nucleic acid detection.

Influenza A – A highly contagious respiratory virus that infects the nose, throat, and lungs

Microbiome A Particles – Highly porous hydrogel particles functionalized with chemical affinity baits designed to capture and concentrate a broad range of microbial analytes, including viruses and other microorganisms, from sample matrices.

Microbiome B Particles – Highly porous hydrogel particles functionalized with chemical affinity baits designed to capture and concentrate a broad range of bacteria, pathogenic yeasts, parasites, and other microbial analytes from sample matrices.

Nanotrap – A proprietary magnetic hydrogel particle technology used to capture, concentrate, and preserve low-abundance analytes from complex biological and environmental samples.

National Wastewater Surveillance System – A public health program coordinated by the CDC in the United States that tracks the presence of infectious diseases and biological threats by analyzing pathogens shed in municipal sewage

Pepper Mild Mottle Virus – A highly stable plant pathogenic virus in the *Tobamovirus* genus that primarily infects bell, hot, and ornamental peppers. This virus is widely used as a human fecal indicator in environmental water and wastewater tracking.

Ribonucleic Acid (RNA) – A polymeric molecule that is essential for most biological functions and acts as the functional counterpart to DNA.

Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) – The specific strain of coronavirus that causes the infectious disease known as COVID-19.

Quality Manager - Oversees quality control, quality assurance, and quality improvement within the overall quality management system.