



Request for Quotes

Heritage Tourism Manager

	Date	Time
Due Date For Electronic Questions Refer to RFQ Section 2.1 for more information.	September 25, 2024	2:00 PM
Quote Opening Date Refer to RFQ Section 3 for more information.	October 16, 2024	2:00 PM

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

RFQ Issued By:

State of New Jersey
Department of the Treasury
Division of Administration
Trenton, New Jersey 08625-0230

On Behalf of:

Capital City Redevelopment Corporation
C/o Economic Development Authority
36 W. State Street
Trenton, New Jersey 08608

Date: 9/10/2024

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ATTACHMENT 2 – Standard Procurement Forms Packet

ATTACHMENT 3 – Offer and Acceptance Page

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (“RFQ”) is issued by the Department of the Treasury, Division of Administration (“Division”), on behalf of the Capital City Redevelopment Corporation (“CCRC”). The CCRC is a State of New Jersey (“State”) independent authority, in but not of, the Department of the Treasury, created pursuant to N.J.S.A 52:9Q-9 et seq. to plan, coordinate, and promote the public and private development within the Capital District, consisting of those portions of the city of Trenton (“Trenton” or “the city”) that serve as the commercial center of the community and in which public buildings and historic sites are located.

1.1 PURPOSE AND INTENT

The CCRC seeks quotes from qualified bidders with demonstrated expertise in successful cultural event planning, marketing, community engagement, and management to serve as Heritage Tourism Manager (“Manager” or “Contractor”). The Manager is charged with designing, programming, and promoting a schedule of events in the city to celebrate the Nation’s Semiquincentennial (“Semiquin”) through mid-year 2027, and with coordinating, managing, marketing, and growing the city’s Patriots Week events through 2027 (annually December 26 – January 2). This is a contractual three-year consulting position.

The Manager will play a lead role in convening and working with non-profit, government (city, county, and state), business, and other partners to create and implement a plan for the city’s participation in the Nation’s yearlong Semiquin celebration. It is anticipated that this plan will feature multiple Semiquin events and opportunities hosted within the city’s downtown area throughout 2026 and into 2027. The city is a proud, majority-minority community and the successful candidate for Heritage Tourism Manager will demonstrate an ability and commitment to ensuring that the planning and programming for Patriots Week and the city’s Semiquin celebration is engaging, relevant, and responsive to this community.

The Manager will also serve as coordinator for the Patriots Week events through 2027. In this capacity, the Manager is responsible for convening existing and future partners to plan, organize, promote, evaluate, and manage the city’s weeklong Patriots Week.

At the conclusion of each Patriots Week and any additional Semiquin events, the Manager will conduct a thorough assessment of the event and provide a written analysis of successes, best-practices, challenges, and future recommendations for growing Patriots Week as a state-of-the-art, immersive, educational heritage event and positioning the city’s heritage sites to better realize their potential for engaging significant local, state, and national audiences. These assessments should also identify the fiscal, in-kind, staffing, and infrastructure resources needed to fully implement key recommendations.

If the contract with CCRC is executed prior to the start of Patriots Week 2024, the Manager must be available to attend and observe key events during the 2024 Patriots Week, particularly the reenactment of the Battles of Trenton and ancillary activities occurring on December 27 – 28, 2024, and will work with the 2024 Patriots Week planning committee on evaluating the 2024 program and processes.

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, 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 by the Chair of the Board of the Capital City Redevelopment Corporation to be in the State’s best interest.

The State of New Jersey Standard Terms and Conditions (Rev. 2/8/2024) and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions (Rev. 1/11/2022) (collectively, the “Standard Terms & Conditions” or “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.

1.2 BACKGROUND

The city of Trenton is steeped in historical and cultural resources that continue to speak to its pivotal role in the nation’s War for Independence. In the week between Christmas, 1776, and New Year’s, 1777, the Colonial Army, led by George Washington, won two decisive battles in Trenton at a time when the Army’s morale was at its lowest point in the War for Independence. These victories were a turning point in the Revolutionary War, immediately galvanizing morale among Patriot forces and encouraging enlistments. In addition to General Washington and his officers, famous historic figures who participated in these battles included future Supreme Court Justice John Marshall, future presidents James Madison and James Monroe (who was injured here), future vice president Aaron Burr and future Secretary of the Treasury Alexander Hamilton; the oldest among them was only 25 years old. The battles took place in locations now part of Trenton’s greater downtown, from the area of Mill Hill Park on the banks of the Assunpink Creek to the Trenton Battle Monument, built to commemorate Washington’s victories in Trenton.

Since the early 2000s, Trenton has been presenting Patriots Week, under the volunteer leadership of the Old Barracks Museum (built in 1758 by the British during the French and Indian War) and the Trenton Downtown Association. Historically, the week has engaged many local historical and cultural partners to offer an active schedule of events (lectures featuring key history scholars; a Colonial ball;

pub crawls; walking tours; Battle of Trenton interactive puppet show; military programs, Hogmanay, hands-on events, and other family-friendly opportunities) along with the Battle of Trenton reenactment.

The Semiquin offers a unique opportunity to build on Patriots Week and other heritage events in the Capital to highlight the pivotal role that Trenton and surrounding communities played in the birth of our Nation. Patriots Week will serve as a foundational program for New Jersey's participation in the national celebration, authentically telling the many historic, representative stories from that time while offering first class programming that attracts heritage tourists from throughout the country and engages a representative audience from the immediate community.

At the same time, city leaders recognize that the yearlong Semiquin celebration presents a unique opportunity to host expanded programming throughout 2026, offering more opportunities to engage visitors and the local community while highlighting the rich, diverse history and importance of Trenton in the forming of this Nation 250 years ago.

Patriots Week: <https://patriotsweek.com>

Revolution NJ: <https://www.revni.org/about> (a partnership between the NJ Historical Commission and Crossroads NJ)

CCRC, established as an arm of New Jersey's State government, represents a partnership of state, city, and private sectors charged with facilitating redevelopment in the Capital District of Trenton. It serves as a planning, coordination and finance catalyst for efforts that help ensure the viability of the city's Capital District as "...a great place to live, visit, work and conduct business." CCRC recognizes the critical role that history, culture, the arts and heritage tourism plays in activating the city and in highlighting the city's many assets, and believes that Patriots Week represents an important opportunity for the city, particularly looking forward to the Nation's Semiquincentennial celebration coming up in 2026.

CCRC: <https://web.njeda.com/ccrc/>

The City of Trenton and the State of New Jersey share a commitment to utilizing Trenton's cultural resources in support of the city's revitalization plans. Trenton's Master Plan (Trenton 250) and its companion economic development plan prioritize the need to strengthen support for arts, culture, and heritage resources in the city. In 2018 Governor Murphy signed Executive Order 40 (EO40) establishing the State Capital Partnership. EO40 requires state agencies to collaborate with public and private stakeholders to coordinate efforts to help Trenton in its work to revitalize the city, specifically identifying utilization of the city's arts, cultural and historical assets to attract visitors to downtown Trenton as a key element of those efforts.

Trenton 250 website: <https://www.trenton250.org>

Governor Murphy's Executive Order 40:

<https://nj.gov/infobank/eo/056murphy/pdf/EO-40.pdf>

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, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; and (5) a Bidder's Best and Final Offer. 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 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 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 Division will electronically accept questions and inquiries from all potential Bidders.

A bidder shall submit questions only to Amy.bourne@treas.nj.gov. The Bidder should submit these questions with an email subject line titled: "CCRC Heritage Tourism Manager RFQ Questions."

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

A Bidder shall not contact the CCRC directly, in person, by telephone or by e-mail, concerning this RFQ, prior to Contract award.

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

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

2.3 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this 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 at <https://www.nj.gov/treasury/administration/>.

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 procurement.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received electronically by the Division by the required date and time.

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

3.2 BIDDER RESPONSIBILITY

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

3.3 QUOTE ERRORS

A Bidder may withdraw its Quote as described below.

3.4 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 Division 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 Chair of the Board of CCRC may in his/her discretion allow said Bidder to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Quotes.

The Quote withdrawal request must include the RFQ Title, and the Quote submission date and should be sent to Amy.bourne@treas.nj.gov.

If, during a Quote evaluation process, an obvious pricing error made by a potential Contract awardee is found, the CCRC 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.

3.5 JOINT VENTURE

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

3.6 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

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

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

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

3.7 QUOTE CONTENT

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

- Forms
- Technical Quote
- State-Supplied Price Sheet

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

3.8 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

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

3.8.1 OFFER AND ACCEPTANCE PAGE

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive. The Offer and Acceptance Page is Attachment 3.

3.8.2 [OWNERSHIP DISCLOSURE FORM](#)

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

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

3.8.3 [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](#)

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

3.8.4 [DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](#)

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

3.8.5 [MACBRIDE PRINCIPLES FORM](#)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not

submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.8.6 [SERVICE PERFORMANCE WITHIN THE UNITED STATES](#)

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

3.8.7 [CONFIDENTIALITY/COMMITMENT TO DEFEND](#)

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

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.

3.8.8 [SUBCONTRACTOR UTILIZATION PLAN](#)

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

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

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s)

must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Chair of the Board for CCRC for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Chair of the Board for CCRC.

3.8.9 AFFIRMATIVE ACTION

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

3.8.10 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..

3.8.11 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

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

3.9 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. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

3.9.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of 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.

3.9.2 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 including, but not limited to, status meetings, status reports, etc.

3.9.3 CONTRACT SCHEDULE

The Bidder shall 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.

3.9.4 ORGANIZATIONAL EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services

required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

3.9.5 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.

3.9.6 ORGANIZATION CHARTS

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

3.9.7 RESUMES

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

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

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

3.9.8 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.

3.10 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

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

3.10.1 PART 1 – HERITAGE TOURISM MANAGER

Bidder shall propose a Firm Fixed Price for completing all of the tasks identified in Section 4 for Patriots Week 2024, Patriots Week 2025, Patriots Week 2026, Patriots Week 2027, and the Semiquin in Trenton.

Bidder's proposal should include a project budget supporting the firm Fixed Price for each year.

3.10.2 PART 2 – ADDITIONAL WORK

Bidder shall provide an blended hourly rate for performing any additional work requested related to Patriots Week 2024, Patriots Week 2025, Patriots Week 2026, Patriots Week 2027, and the Semiquin in Trenton.

3.10.3 INVOICE SCHEDULE

The bidder may propose its preferred invoicing schedule, for example either quarterly or monthly. CCRC and Contractor shall mutually agree on invoicing schedule during the contract kick-off.

3.10.4 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 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.

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. Indication of "No Bid" will result in the Quote being deemed non-responsive.

4 SCOPE OF WORK

Working with partner groups and agencies, the Manager will develop and implement plans for Trenton's annual Patriots Weeks through 2027, building on the framework of, and expanding, past Patriots Week offerings. The Manager will also perform the leadership role in building on these partnerships and programs to oversee the planning, presentation, and promotion of an exciting series of events in 2026 and into 2027 to be held throughout the city in celebration of the nation's Semiquin.

In addition to planning, coordination, and event management responsibilities, the Manager's responsibilities will include budgeting and resource management, planning and activation of a multi-tiered marketing plan, proactive outreach to, and engagement of, local audiences and businesses, and assessment/evaluation. The Manager will also research and identify grant opportunities in support of Patriots Week and Semiquin activities, and will, if requested, prepare grant applications to be submitted by CCRC. All actions undertaken by the Manager will fall within the parameters outlined in this Scope of Work. The Manager will not make decisions or enter into contracts on behalf of CCRC or the NJ State Treasury.

At the conclusion of each Patriots Week, the Manager will hold a group debriefing session with all participating organizations in attendance, and will then develop an assessment report outlining the successes, challenges, and identified needs faced in the planning, marketing, outreach and administrative aspects involved in producing that year's program. Based on these findings, the Manager will develop a project report with specific recommendations for growing subsequent Patriots Weeks, as well as creating a yearlong series of programming for the city's 2026-2027 Semiquin celebration. The Manager will work with partners and advisors to ensure the historic integrity and authenticity of scheduled events and programs.

4.1 TASKS - PATRIOTS WEEK 2025, 2026, 2027

Note: Most of the Tasks itemized below occur concurrently.

4.1.1 TASK 1

Engage with key government and ngo partner organizations and initiate planning discussion for Trenton's 2025, 2026, 2027 Patriots Weeks. The Manager serves as primary coordinator and administrator for Patriots Week. Immediately engage with current community and government partners who have been involved with past Patriots Week events to identify strategic goals and collaborators for the Patriots Week events.

4.1.2 TASK 2

Identify and manage fiscal and in-kind resource needs. Create projected budget for each Patriots Week to be approved by CCRC. Identify anticipated direct resource needs (including venues, marketing or printing costs, lecturer and performer fees, necessary security or traffic assistance, port-a-johns, sanitation workers, volunteer ambassadors, etc.) work with partner organizations to identify those areas of need which partner groups will be able to address on a fiscal or an in-kind basis. [In the case of most events hosted by a partner organization, that organization covers the cost.] Resource needs for larger Patriots Week programs, such as the Battle of Trenton reenactment, will require coordination with multiple entities.

4.1.3 TASK 3

Generate events calendar and establish a clear management protocol for Trenton's Patriots Week. Work with partner groups to establish clear roles and communication protocols, and set up a readily accessible coordination model. Develop events calendar for Patriots Week. Identify opportunities for additional professional offerings that could help broaden and diversify audiences, enhance visitor experience, etc. And identify possible partner groups to develop/host. (the Manager may choose to develop/host unique events as part of this contract.) Create work timeline for Patriots Week partners, clearly identifying deliverables and partner assignments, and establish buy-in from participating organizations.

4.1.4 TASK 4

Develop and direct marketing efforts, including robust social media presence/campaigns, which effectively communicate the unique experiences of Patriots Week. Implement a creative marketing campaign that utilizes traditional as well as social media. Oversee development and production of all print materials. Network with and utilize partner resources to help market Patriots Week to local, regional, statewide and national audiences. Strong engagement of Trenton residents is a major goal. Strategize with local community leaders on "best practices" outreach methods to help build local attendance and encourage active participation.

4.1.5 TASK 5

Establish strong, sustainable relationships with local businesses, government entities (including public safety agencies), civics groups, social service agencies, schools and academic entities, faith and community leaders, and coordinate their participation in and assistance with Patriots Week. The successful visitor experience at Patriots Week also depends on ancillary support from the larger Trenton community. Local restaurants and shops need to be made aware of the schedule of events for the week and incentivized to

be open and engaged, particularly for periods of peak attendance during the week. Trenton civic and community groups can also be excellent resource pools for volunteers needed prior to and during Patriots Week.

4.1.6 TASK 6

Disseminate, collect and evaluate a Patriots Week survey. With input from the CCRC and Trenton's Economic Development office, develop a userfriendly survey tool to collect Patriots Week participant input on their experiences of the weeks' events as well as their spending patterns while in the city. 'Participant' includes but is not be limited to: local and other tourists, re-enactors, local businesses, lecturers and performers, representatives of partner organizations, etc.

4.1.7 TASK 7

At the conclusion of each Patriots Week, host a debriefing event with partner groups, organizations, businesses and individuals. Strategic partnership is an essential component of the city's heritage tourism programming for Patriots Week and the Semiquin. Productive feedback from key partners can assist in evaluating the management process, troubleshooting solutions for issues that may still require attention and brainstorming future growth of Patriots Week and Semiquin programs.

4.1.8 TASK 8

Develop and present an annual Patriots Week report to the project team. The report should include data drawn from surveys, debriefing events, budget analysis, marketing results and other relevant sources.

4.2 TASKS – SEMIQUINCENTENNIAL

4.2.1 TASK 1

Monitor relevant government and other grant-making sites for funding opportunities that can support Semiquin planning and programming. Share opportunities with partner entities and, where appropriate, prepare grant applications on behalf of CCRC.

4.2.2 TASK 2

Build on the established Patriots Week partnership network and work with them to generate a "Rev250/Trenton" plan with specific recommendations for how the city will celebrate the nation's 250th throughout 2026 and into 2027. The Manager will research and review ideas for Semiquin programming being planned in other locations and present potential ideas to the partnership network. The Rev250/Trenton plan should include a recommended programming, planning and events timeline, suggested work assignments and anticipated budget.

4.2.3 TASK 3

Develop an expanded Rev250/Trenton support network.

Work with Trenton and other key partners to create an advisory body to help support plans for the Semiquin events.

In tandem with strategic community partner organizations, create an expanded outreach strategy designed to engage and ensure participation of Trenton city residents, civic groups and businesses in Rev250/Trenton activities.

4.2.4 TASK 4

Develop and manage a comprehensive, multi-tiered, marketing plan that actively and creatively promotes all Semiquin events and activities in Trenton, with a strategic focus on heavily promoting participation in Patriots Week 2026.

4.2.5 TASK 5

Plan and manage at least two Semiquin heritage events/programs to be held during 2026/2027 in addition to the 2026 Patriots Week. It is anticipated that the majority of Semiquin activities being hosted in the Trenton will be presented by the city's historic, heritage, and arts non-profits, government entities, businesses, civic and educational groups, or other organizations. The Manager will take the lead in planning and producing at least two other keystone events (in addition to Patriots Week) to take place at strategic times during 2026 and/or the first half of 2027.

4.3 TASKS - EVALUATION AND PLANNING

4.3.1 TASK 1

Prepare and present a report on each year's Patriots Week. Recommend best-practices model for continuing to grow a robust and successful Patriots Week program.

The Manager shall prepare a document that provides a thorough evaluation of the planning and implementation of each Patriots Week program. The document will address successes, challenges, and best-practices; report on audience numbers, re-enactor numbers, audience satisfaction and economic impact information from the survey results and feedback from the debriefing session with partners. Report should include recommendations identifying the staffing, expertise and additional resources necessary to successfully expand the vision for the events and both expand and broaden the audience.

4.3.2 TASK 2

Provide written recommendations for future engagement with ancillary business and community assets that can support the heritage tourism and economic impact of Patriots Week. To fully realize Patriots Weeks' value as one of the city's key heritage tourism events it will be essential to successfully engage the interest and support of local businesses, neighborhood groups, and other community assets.

4.3.3 TASK 3 (BY APRIL 2025)

Develop a "Trenton & the Semiquincentennial" report to assist in planning for expanded 2026 Rev250 programming in the Capital City. The document should include discussion and recommendations for additional strategic planning to position the city and the 2026 Patriots Week for the Semiquincentennial.

4.4 DELIVERABLES APPLICABLE TO ALL YEARS:

- First 3 months after the contract is signed, there will be a check-in between the Contractor and the CCRC project team every other week.
- Presentation of professionally produced and managed, well-promoted and well-attended Patriots Week 2025 2026, and planning and marketing of Patriots Week 2027 – each offering authentic and highly engaging historical programming that attract both heritage tourists and local audiences.
- (April, 2025) Prepare draft "Trenton & the Semiquincentennial" plan with ideas and recommendations for Rev250/Trenton programming in 2026/2027 that includes suggested programming, planning timeline, work team and assignments, and budget needs.
- (June, 2025) Present written report identifying strategies for building support relationships for Patriots Week among local assets including businesses, academic institutions, and civic groups to be updated annually for duration of the contract.
- (June, 2025) Generate document outlining recommendations for strategic marketing and outreach approach for Patriots Week and the Semiquin including anticipated budget and timeline for tasks.
- Written evaluation of the 2024, 2025, and 2026 Patriots Week events, planning process, and marketing and outreach efforts to be presented to the Project Team within 6 weeks from the conclusion of that year's Patriots Week. In addition to quantitative information on participants, audience numbers, finance, etc., reports shall identify successes and challenges, and include recommendations to guide plans for the 2025,2026 and 2027 Patriots Week.
- (August, 2025) Program timeline and work assignments for anchor Rev250/Trenton activities presented to the Project Team.
- (September, 2025) Marketing campaign outline and outreach strategic plan for promoting Trenton's Semiquin presented to the Project Team.
- (2026/2027) Presentation of professionally produced and managed, creative, well-promoted, and well-attended year of events celebrating Trenton's place and contributions to the Nation as part of the national Semiquincentennial.
- (October/November, 2027) Presentation of final contract report to include summary overview of Patriots Weeks 2024, 2025, 2026 and full report on Semiquincentennial that shall include all relevant quantitative and qualitative information about the year's programming and shall document all participating organizations, individuals, businesses and other entities who assisted in the year's events. Final report shall include recommendations for sustaining and growing Patriots Week and strategies for further positioning Trenton as a thriving heritage tourism destination..

4.5 PATRIOTS WEEK 2024

If the contract is awarded prior to Patriots Week 2024, the Manager must meet with key Patriots Week 2024 partner organizations at least once in the month prior to Patriots Week 2024. Manager shall attend key 2024 Patriots Week events as an observer, in particular the reenactment of the Battle of Trenton and ancillary activities occurring on December 27-28, 2024.

After Patriots Week, the Manager shall work alongside the 2024 coordinating partners to generate a Patriots Week report. The report should include data drawn from surveys, debriefing events, budget analysis, marketing results and other relevant sources.

4.6 ADDITIONAL WORK

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from the CCRC. In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work. The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFQ.

The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

4.7 KICK-OFF MEETING

Within 10 business days of the Contract award, the Contractor and CCRC shall hold a kick-off meeting. During the kick-off meeting, at a minimum, the following will be discussed:

- A. The draft Contract schedule, including the key dates/completion dates for each task and sub-task required by the Scope of Work. The contractor shall prepare and deliver meeting minutes within three business days after the meeting. CCRC and the Contractor shall work together to refine and revise the Contract schedule. The revised Contract schedule shall incorporate the critical implementation dates and shall identify the completion date for each task and sub-task required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask. The contractor should maintain a single, comprehensive Contract schedule, though the Contract schedule may evolve over time. The contractor shall update the Contract schedule monthly or as directed by the CCRC.
- B. Invoice Schedule

5 **GENERAL CONTRACT TERMS**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 **CONTRACT TERM AND EXTENSION OPTION**

The base term of this Contract shall be for a period of three (3) years. The anticipated Contract effective date is provided on the "Summary" page of the RFQ. If delays in the procurement process result in a change to the anticipated Contract effective date, the Contractor agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to one year with no more than any extension exceeding one (1) year, by the mutual written consent of the Contractor and the Chair of the Board of CCRC at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 **CONTRACT TRANSITION**

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 calendar days beyond the expiration date of this Contract, including any extensions exercised.

During the transition period, the Contractor will be required to the CCRC should determine if there are requirements that the Contractor must perform during the transition.

5.3 **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 Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms

and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

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

5.4 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

6 QUOTE EVALUATION AND AWARD

6.1 RIGHT TO WAIVE

The Chair of the Board of CCRC may waive minor irregularities or omissions in a Quote. The Chair of the Board of CCRC 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.

6.2 CHAIR OF THE BOARD OF CCRC'S RIGHT TO ACCEPT OR REJECT A QUOTE

The Chair of the Board of CCRC reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so.

6.3 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 Chair of the Board of CCRC within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Chair of the Board of CCRC 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.

6.4 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Division 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 certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The Chair of the Board of CCRC reserves the right to request that a Bidder to explain, in detail, how the Quote price was determined.

6.5 TIE QUOTES

In the event that quotes submitted by two or more bidders are tied with respect to price, and the application of the other evaluation criteria specified in the RFQ does not provide a basis to distinguish between or among the tied quotes, the Chair of the Board of CCRC shall award the contract based on a review of the following factors listed in order of priority:

- A. Tie-breaking provision(s) set forth in the RFQ;
- B. A usable cash- or volume-based discount that renders one quote more favorably priced;
- C. Delivery advantage, specifically shorter proposed time frames for delivery and/or closer proximity to the point of delivery;
- D. Active registration on the date of quote opening as an approved small business with the Department of the Treasury unit responsible for administering the State's small business registration program; and
- E. In-State location.

When application of the above distinguishing factors does not result in a breaking of the tie status, the Chair of the Board of CCRC may, if practicable, make multiple awards.

6.6 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.

6.7 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.

6.8 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.

6.8.1 TECHNICAL EVALUATION CRITERIA

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

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

6.8.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Firm Fixed Price proposed for completing all of the tasks identified in Section 4 for Patriots Week 2025, Patriots Week 2026, Patriots Week 2027, and the Semiquin in Trenton as indicated on the State-Supplied Price Sheet accompanying this RFQ.

The Firm Fixed Price proposed for performing the tasks identified for Patriots Week 2024, will not be included in the price evaluation.

6.9 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.

6.10 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f), after evaluating Quotes, the Division 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 Division 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 Chair of the Board of CCRC 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.

6.11 BEST AND FINAL OFFER (BAFO)

The Division may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

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

BAFOs will be conducted only in those circumstances where it is deemed by the Division 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

6.12 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 Contractor performance records;
- C. Information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. Current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

6.13 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Division will recommend to the Chair of the Board of CCRC for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Chair of the Board of CCRC may accept, reject or modify the recommendation of the Division.

6.14 CONTRACT AWARD

Contract award(s) 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. Any or all Quotes may be rejected when the Chair of the Board of CCRC determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number.

7 GLOSSARY

7.1 DEFINITIONS

Unless otherwise specified in the 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 State that Contractor has completed a Deliverable according to the specified requirements.

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

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

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

Bidder – An entity offering a Quote in response to the RFQ.

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.

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

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

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

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

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

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

Evaluation Committee – A group of individuals assigned by the Chair of the Board of CCRC to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award to the Chair of the Board of CCRC.

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.

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

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.

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.

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.

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.

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.

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.

Shall – Denotes that which is a mandatory requirement.

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

State – The State of New Jersey.

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

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

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

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

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

Vendor – Either the Bidder or the Contractor.

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