



Request for Quotation (RFQ)
for
Government Relation Services
for the
Department of Military & Veterans Affairs (DMAVA)

Issued by the State of New Jersey
Department of the Treasury
Division of Purchase and Property

Important Dates:

Date Issued: June 30, 2016
Questions Due: 2 P.M. July 12, 2016
Quotations Due: 2 P.M. July 26, 2016

ALL TIMES ARE EASTERN STANDARD TIME

New Jersey Department of the Treasury
Division of Purchase and Property
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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Military and Veterans Affairs (DMAVA). The purpose of this RFQ is to solicit Quotations for strategic analysis and planning assistance in connection with safeguarding activities associated with New Jersey's military installations' presence; and to provide consulting services as required by DMAVA.

The intent of this RFQ is to award a contract to that responsible Bidder whose Quotation, conforming to this RFQ is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of New Jersey Waivered Services Contracts Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

New Jersey military bases and activities are the largest employer in the State. A Rutgers University study, *The Economic Contributions of Military and Coast Guard Installations to the State of New Jersey*, dated June 2013, concluded that New Jersey military bases output \$9.6 billion in business-type revenue. Of this amount, \$6.5 billion is wealth added as Gross Domestic Product (GDP) to the State. Of the total GDP, more than \$4 billion is in the form of labor income that supports employment for an estimated 73,234 workers.

Subsequently, for more than two (2) decades, the Department of Defense (DoD) has been involved in efforts to significantly reduce the armed forces' infrastructure and consolidate associated resources, manpower, and equipment.

Due to the complexity and sensitive nature of prior decisions to close or realign military bases, Congress passed legislation in 1988 that created independent commissions to make Base Realignment And Closure Recommendations (BRAC).

DMAVA believes it is in the best interest of the State and Nation to examine the roles served by the following military installations located in New Jersey, not only in terms of their respective economic contributions to their surrounding communities, but also in terms of their instrumentality to the national security of the State of New Jersey and the United States:

- a. 177th Fighter Wing, Egg Harbor;
- b. Coast Guard Stations, throughout the State;
- c. Naval Weapon Station Earle, Colts Neck;
- d. Joint Base McGuire-Dix-Lakehurst, Wrightstown; and
- e. Picatinny Arsenal, Rockaway.

1.3 KEY EVENTS

1.3.1 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until 2:00 P.M. ET, Tuesday, July 12, 2016. Questions shall be directed via email to:

Shawn Laidlaw
shawn.laidlaw@treas.nj.gov

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

Note: Questions regarding the State of New Jersey Waivered Services Contracts Standard Terms and Conditions and exceptions to mandatory requirements must be posed during this Question and Answer period and should contain the Bidder's suggested changes.

1.3.2 QUOTATION SUBMISSION

In order to be considered for award, the Quotation must be received by the Procurement Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY QUOTATION NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE PROCUREMENT BUREAU WILL ACCEPT QUOTATIONS UNTIL 2:00 P.M. ET, TUESDAY, JULY 26, 2016. THE LOCATION IS AS FOLLOWS:**

Shawn Laidlaw
shawn.laidlaw@treas.nj.gov

Or via first class mail to:

Attn: Shawn Laidlaw
Department of the Treasury
Division of Purchase and Property
9th Floor 33 West State Street
Trenton, NJ 08625

Note: A Bidder using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau. A Bidder should make every effort to submit its Quotation well ahead of the Quotation submission deadline to mitigate unforeseen delays or issues. The Bidder is solely responsible for the timely submission of its Quotation in response to this RFQ.

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

NOTE: The State's e-mail system cannot accept file sizes greater than 5 MB per e-mail.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFQ

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be 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.

ALL RFQ ADDENDA WILL BE ISSUED AS A SPECIAL NOTICE ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE SPECIAL NOTICE FOR THIS QUOTATION ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/>.

There are no designated dates for release of addenda. Therefore interested Bidders should check the Division's website on a daily basis from time of RFQ issuance through the Quotation submission opening.

It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF QUOTATION

Quotations can be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

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

Any proprietary and/or confidential information in your Quotation will be redacted by the State. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the Quotation of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a Bidder to designate its entire Quotation as proprietary, confidential and/or to claim copyright protection for its entire Quotation.** In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

The Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 JOINT VENTURE

If a joint venture is submitting a Quotation, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quotation. Authorized signatories from each party comprising the joint venture must sign the Quotation. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, Disclosure of

Investment Activities in Iran form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. Refer to Section 4.3.1.2 of this RFQ.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFQ.

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

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

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

Bidder – An individual or business entity submitting a Quotation in response to this RFQ.

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

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

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

Division – The Division of Purchase and Property

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotations submitted in response to this RFQ and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue 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 of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

Subcontractor – An entity having an arrangement with a State Contractor, where by the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Active Component – All military service branches serving in an active duty status.

Base Realignment And Closure Recommendations (BRAC) - A process by a United States federal government commission to increase United States Department of Defense efficiency by planning realignment and closure of military installations.

Gross Domestic Product (GDP) - The total value of goods produced and services provided in a country during one (1) year.

Military Installation – A facility directly owned and operated by or for the military or one of its branches that shelters military equipment and personnel, and facilitates training and operations. In general, a military base provides accommodations for one (1) or more units, but it may also be used as a command center, a training ground, or a proving ground.

Mission – A specific military task.

State-Wide Strategic Action Plan (The Plan) - A strategic analysis and planning tool in connection with safeguarding activities associated with New Jersey's military installations.

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The Contractor shall provide, but not be limited to, the following general requirements:

- a. Advocate to policymakers and decision-makers on behalf of the State's military installations to preserve, enhance, and strengthen current capacity, Missions, and activities;
- b. Advocate on behalf of the State's military installations to recruit newly created Missions and Missions being relocated; and
- c. Coordinate all tasks required in this RFQ with the State Contract Manager (SCM).

3.2 RESEARCH ACTIVITIES

The Contractor shall perform research and conduct detailed competitive analyses that includes, but is not limited to:

- a. Researching existing Missions and activities currently hosted by other states for which New Jersey may be a suitable replacement;
- b. Researching new Missions and activities for which New Jersey is a suitable host;
- c. Researching New Jersey Missions and activities for strengths and weaknesses as it relates to its competitors;
- d. Researching Missions and activities vulnerable to relocation or Mission Loss;
- e. Researching and investigating the possibility of a future Base Realignment And Closure Recommendations (BRAC) and the potential criteria used to judge installations, Missions, and activities; and
- f. Researching and investigating trends in Mission loss by executive action.

3.3 OUTREACH ACTIVITIES

The Contractor shall, in coordination with the SCM, conduct outreach activities to facilitate the protection of existing Missions and the attraction of new as well as relocating Missions. These outreach activities shall include, but not be limited to:

- a. Meet with the Department of Defense (DoD) and Department of Homeland Security officials, out-of-state military installation commanders, in-state military installation commanders, and any other relevant parties;
- b. Meet with appropriate DoD officials to discuss each of New Jersey's military installations individually, with a focus on the potential for protection, attraction, and relocation of new and existing Missions; and
- c. Meet with or teleconference with New Jersey's congressional delegation when required by the SCM. This shall be at least six (6) occasions throughout the year of the contract. The Contractor shall make every reasonable effort to meet with every member of the congressional delegation or their representatives during these meetings.

The Contractor shall make every reasonable effort to coordinate the attendance of relevant Congressional members or their representatives at all of the above referenced outreach meetings.

3.3.1 OUTREACH REPORTING

Within five (5) business days of any outreach activity, the Contractor shall provide the SCM with a written report that includes, but is not limited to:

- a. A summary of the discussion(s);
- b. Perceived impact of discussion on New Jersey's military installations;
- c. Anticipated follow-up; and
- d. Recommended courses of action.

3.4 REPORTING

3.4.1 STATE MILITARY INSTALLATION PROJECT MANAGEMENT REPORT

The Contractor shall investigate, monitor, assess, and report on DoD's intentions with respect to all State military installations and notify the SCM if any New Jersey installations become the subject of examination.

The Contractor must report to DMAVA immediately of any changes to language or definitions in the requirements presented by DoD (Act of Congress, Law, DoD Memorandum, Congressional Hearings, etc.), that may affect any military installation/facility within New Jersey that may become subject to an examination, review, and/or audit.

This report shall be provided in a written memorandum format to the SCM within two (2) business days of identification of any military installation/facility within New Jersey that may be subject to examination. The report must include, but not be limited to:

- a. A list of the Active Component, Coast Guard, National Guard and/or Reserve military installation/facility subject to examination; and
- b. A copy of the document or transcript that identifies and references a New Jersey military installation/facility (Act of Congress, Law, DoD Memorandum, Congressional Hearings, etc.) that is, or will be, under examination.

3.4.2 REVOLVING LIST OF MISSIONS AND ACTIVITIES WITH THE POTENTIAL FOR RELOCATION OR ATTRACTION

3.4.2.1 CURRENT MISSIONS AND ACTIVITIES ATTRACTION

The Contractor shall provide within 30 calendar days of the contract effective date and maintain a revolving or rolling list of Missions and activities currently hosted by other states for which New Jersey may be a suitable replacement as required by RFP Section 3.2.a. This list shall include, but not be limited to:

- a. A description of the Mission;
- b. A description of the installation where the Mission is currently located and an explanation of why that site was originally chosen;
- c. What makes this base/Mission a target for relocation to New Jersey;
- d. Who are New Jersey's strongest competitors;
- e. What roadblocks/issues should be addressed to facilitate the relocation; and

- f. A strategy to pursue the Mission.

3.4.2.2 NEW MISSIONS AND ACTIVITIES ATTRACTION

The Contractor shall provide within 30 calendar days of the contract effective date and maintain a revolving or rolling list of new and anticipated missions and activities for which New Jersey may be a suitable host, as required by RFP Section 3.2.b. This list shall include, but not be limited to:

- a. A description of the Mission;
- b. A description of the criteria for being selected as the host for the Mission;
- c. Who are New Jersey's strongest competitors;
- d. Why is New Jersey a strong competitor;
- e. What roadblocks/issues should be addressed to facilitate the attraction of the Mission; and
- f. A strategy to pursue new or anticipated Missions.

3.4.2.3 CURRENT NEW JERSEY MISSIONS AND ACTIVITIES

The Contractor shall provide within 30 calendar days of the contract effective date and maintain a revolving or rolling list of New Jersey missions and activities vulnerable to relocation or Mission loss. This list shall include, but not be limited to:

- a. A description of the Mission;
- b. What makes this Mission vulnerable to Mission loss or relocation;
- c. What remedies exist to fend off relocation or Mission loss;
- d. Which military installations are top contenders to replace New Jersey as the host and why; and
- e. A strategy to avoid loss of Mission.

The initial presentations of these three (3) revolving lists are due to the SCM at least three (3) business days prior to the first monthly progress teleconference. Revised presentations of these lists are due to the SCM within five (5) business days of a change in status and/or when new information about current or future missions becomes available.

3.4.3 MONTHLY PROGRESS TELECONFERENCE AND NOTE

The Contractor shall lead monthly teleconferences to update the congressional delegation, the Governor's Office, the Lt. Governor's Office, and community representatives such as local elected officials and business owners on the research and outreach efforts concerning the potential of a BRAC; possible BRAC criteria; vulnerable Missions; potential relocations of Missions; potential attractions of Missions; and a summary of all outreach efforts performed in the subject month. These monthly teleconferences will be coordinated and scheduled by the SCM. These monthly progress teleconferences are required in addition to the six (6) or more Outreach activities required and described in RFP Section 3.3.

The Contractor shall provide the following services:

- a. Supplying a written summary of the month's activities to the SCM at least three (3) business days before the monthly progress teleconference. All teleconferences should be scheduled for the last business day of the month, whenever reasonable; and

- b. Providing the SCM and the teleconference group with a written agenda at least three business (3) days before the monthly progress teleconference and shall accept additional agenda items from the teleconference group.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 GENERAL

Quotations including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFQ or the State's Waivered Services Contracts Standard Terms and Conditions ("RFQ/WSCSTC"), as may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFQ will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to Award, the Division notifies the Bidder of any such term or condition and the conflict it poses, the Division may require the Bidder to either withdraw it or withdraw its Quotation. After award of contract:

- a. If conflict arises between a supplemental term or condition included in the Quotation and a term or condition of the RFQ/WSCSTC, the term or condition of the RFQ/WSCSTC will prevail; and
- b. If the result of the application of a supplemental term or condition included in the Quotation would diminish the State's rights, the supplemental term or condition will be considered null and void.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ in preparing and submitting its Quotation.

Use of URLs in a Quotation should be kept to a minimum and may not be used to satisfy any material term of an RFQ. If a preprinted or other document included as part of the Quotation contains a URL, a printed (or if a Quotation is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quotation. Additional URLs on the copy of the URL page shall not be considered as part of the Quotation unless a copy of those URL pages are also provided.

4.2 QUOTATION DELIVERY AND IDENTIFICATION

In order to be considered, a Quotation must arrive at the Division in accordance with the instructions in Section 1.3 of this RFQ. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of Quotations. **State regulation mandates that late Quotations are ineligible for consideration. THE EXTERIOR OF ALL QUOTATION PACKAGES ARE TO BE LABELED WITH THE QUOTATION NAME AND THE FINAL QUOTATION SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 QUOTATION CONTENT

The Quotation should be submitted in three (3) volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.3.1)

Volume 2

Section 2 - Technical Quotation (Section 4.3.2)

Section 3 - Organizational Support and Experience (Section 4.3.3)

Volume 3

Section 4 – Price Schedule (Section 4.3.4)

NOTE: The State's e-mail system cannot accept file sizes greater than 5 MB per e-mail.

4.3.1 FORMS, REGISTRATIONS AND CERTIFICATIONS

4.3.1.1 WAIVERED SERVICES PACKET

The Bidder must complete the Waivered Services Packet prior to the award of a contract. To facilitate the Quotation evaluation and contract award process, the Bidder should submit its Waivered Services Packet with its Quotation. The Packet is available at <http://www.state.nj.us/treasury/purchase/forms/WaiveredServicesPacket.pdf> and contains the following documents:

- a. Reviewed and signed Waivered Terms and Conditions for Services Contracts;
- b. Completed and signed Source Disclosure;
- c. Completed and signed Notice to all Bidders for Set-Off for State Tax;
- d. Completed and signed Ownership Disclosure Form;
- e. Completed and signed Disclosure of Investigations and Other Actions Involving Bidder Form;
- f. Completed and signed Disclosure of Investment Activities in Iran;
- g. Completed Certification of MacBride Principles and Northern Ireland Act of 1989;
- h. Completed and signed Ch. 51/EO 117 Vendor Certification & Disclosure of Political Contributions;
- i. Completed and signed Ch. 271 Vendor Certification & Contribution Disclosure Form; and
- j. Affirmative Action Employee Information Report/New Jersey Affirmative Action Certificate/other AA/EEO evidence.

4.3.1.2 BUSINESS REGISTRATION CERTIFICATE

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. To facilitate the Quotation evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quotation. Refer to Section VI.A of the State of New Jersey Waivered Services Contracts Standard Terms and Conditions.

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

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

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

4.3.1.3 SUBCONTRACTOR UTILIZATION PLAN

All Bidders intending to use a Subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form (<http://www.state.nj.us/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf>).

4.3.1.4 PRICING

The Bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFQ Section 4.3.4.

4.3.2 TECHNICAL QUOTATION

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Quotation.

4.3.2.1 MANAGEMENT OVERVIEW

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

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

4.3.2.2 CONTRACT MANAGEMENT

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

4.3.2.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.3.2.4 POTENTIAL PROBLEMS

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

4.3.3 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.3.3.1 LOCATION

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

4.3.3.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The Bidder should include a contract 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; and
- b. **Chart for Entire Firm.** The Bidder should include an organization chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Bidder's overall organizational structure.

4.3.3.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this 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. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.3.3.4 BACKUP STAFF

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

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

4.3.3.5 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 the services 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, the Bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

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

4.3.3.6 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.3.4 PRICE SCHEDULE/SHEET

The Bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFQ. Each labor category 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. No additional fees or costs shall be paid by the State unless there is a change in the Scope of Work. The State will not accept any assumptions with regard to all-inclusive firm fixed pricing. In the event that a Bidder does not intend to charge for a price line, the bidder should indicate so by filling the cell with a zero (0). Failure to submit all information required will result in the Quotation being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

4.3.4.1 DELIVERY COSTS

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

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

4.3.4.2 C.O.D. TERMS

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

4.3.4.3 CASH DISCOUNTS

Bidders are 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 lowest Quotation.

- 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.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of New Jersey Waivered Services Contracts Standard Terms and Conditions accompanying this RFQ.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended up to **one (1) year** with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

5.5 SUBSTITUTION OF STAFF

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

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

5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quotation.

5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) Days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quotation. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quotation, then the Background IP owned by the Bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon contract award, the Bidder or Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.8 SECURITY AND CONFIDENTIALITY

5.8.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.8.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

- a. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Quotation as Background IP ("Contractor Confidential Information").

Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

- c. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- d. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.
- e. In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.
- f. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.
- g. Notwithstanding the requirements of nondisclosure described in these Sections 5.7.1 and 5.7.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.7.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.7.1.1(e), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.7.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.7.1.1(f).

5.9 NEWS RELEASES

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

5.10 ADVERTISING

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

5.11 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be

submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its Quotation.

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.12.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of New Jersey Waivered Services Contracts Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.13 LATE DELIVERY

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.14 RETAINAGE

The amount of retainage for this RFQ is 25%. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the Contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the Contractor. The Contractor's failure to meet milestones or reporting requirements set forth in the RFQ shall weigh in the Using Agency and State Contract Manager's decision to release retainage to the Contractor.

5.15 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the Contractor must present a written Quotation to perform the additional work to the State Contract Manager. The Quotation should provide justification for the necessity of the additional work. The relationship between the

additional work and the base contract work must be clearly established by the Contractor in its Quotation.

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

The written Quotation must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Quotation submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Quotation. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Quotation, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

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

5.16 MODIFICATIONS AND CHANGES TO THE STATE OF NEW JERSEY WAIVERED SERVICES CONTRACTS STANDARD TERMS AND CONDITIONS

5.16.1 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section III.I of the State of New Jersey Waivered Services Contracts Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.17 ELECTRONIC PAYMENTS

With the award of this contract, the successful Contractor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or

savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Contractors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

5.18 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Contractor and therefore is not to be included in the Bidder's pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of this Contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTATION EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- a. The requirement is not mandated by law;
- b. All of the otherwise responsive Quotations failed to meet the requirement; and
- c. In the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTATION ACCEPTANCE

The Director reserves the right to reject any or all Quotations, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the Bidder or Bidders best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie Quotations will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the contract.

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

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a Bidder to explain, in detail, how the Quotation price was determined.

6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION

After the submission of Quotations, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the Quotations are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their Quotations. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Quotation, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the State concerning its Quotation.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quotation. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quotation. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.6 EVALUATION CRITERIA

All Quotations will be reviewed to determine responsiveness. Non-responsive Quotations will be rejected without evaluation. Responsive Quotations will be evaluated. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.6.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Ability of firm to complete the Scope of Work based on its Technical Quotation: The Bidder's demonstration in the Quotation 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.

6.6.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quotation price located on the Price Sheet/Schedule accompanying this RFQ.

6.6.3 QUOTATION DISCREPANCIES

In evaluating Quotations, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating Quotations, the Division may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the Division to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the Division may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original Quotation will

be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotations and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible Bidder(s) whose Quotation(s), conforming to the RFQ, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quotation in response to this RFQ since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.

All contacts, records of initial evaluations, any correspondence with Bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotations, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Contract is issued.

NOTE: If the Division contemplates negotiation, Quotation prices will not be publicly read at the Quotation submission opening. Only the name and address of each Bidder will be publicly announced at the Quotation submission opening.

6.8 COMPLAINTS

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section VII.B.2 of the State of New Jersey Waivered Services Contracts Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT AWARD

7.1 FINAL CONTRACT AWARD

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

7.2 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section III.I of the State of New Jersey Waivered Services Contracts Standard Terms and Conditions accompanying this RFQ.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with contract users.