



Board of Public Utilities Request for Quotation

For: Economic Consulting and Analysis of the PJM Market

Event	Date	Time
Questions Regarding Request for Quotation Due Date	August 11, 2020	5:00 PM
Request for Quotation Submission Due Date	August 21, 2020	2:00 PM

Dates are subject to change. All times contained in the Request for Quotation refer to Eastern Time. All changes will be reflected through email notification to potential Bidders.

Request For Quotation Issued By:

State of New Jersey
Board of Public Utilities
P.O. Box 350
Trenton, New Jersey 08625-0350

Date: July 29, 2020

Table of Contents

1.0	INFORMATION FOR BIDDERS	4
1.1	PURPOSE AND INTENT	4
1.2	BACKGROUND	5
1.3	QUESTION AND ANSWER PERIOD	5
1.4	EXCEPTIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (SSTC)	6
1.5	SUBMISSION OF QUOTATIONS	6
1.6	ADDITIONAL INFORMATION	6
1.6.1	BIDDER RESPONSIBILITY	6
1.6.2	COST LIABILITY	7
1.6.3	CONTENTS OF QUOTATION	7
2.0	DEFINITIONS	8
2.1	GENERAL DEFINITIONS	8
2.2	CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS	10
3.0	SCOPE OF WORK	11
3.1	PROJECT LAUNCH AND WEEKLY TELECONFERENCES	11
3.2	ECONOMIC FEASIBILITY STUDY	11
3.2.1	GOALS AND PROCESS	11
3.2.1.1	DELIVERABLES.....	11
3.3.4	STAKEHOLDER INPUT	12
3.5.3	LITIGATION SUPPORT	12
4.0	QUOTATION PREPARATION AND SUBMISSION	13
4.1	GENERAL	13
4.1.1	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTATION	13
4.1.1.1	NON-COLLUSION	13
4.1.1.1.1	NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION	14
4.1.2	FINANCIAL CAPABILITY OF THE BIDDER	14
4.1.3	STATE-SUPPLIED PRICE SHEET	15
4.1.3.1	STATE-SUPPLIED PRICE SHEET INSTRUCTIONS.....	15
4.1.3.2	DELIVERY TIME AND COSTS.....	15
4.1.3.3	COLLECT ON DELIVERY (C.O.D.) TERMS	15
4.1.3.4	CASH DISCOUNTS	15
4.2	TECHNICAL APPROACH SCOPE OF WORK.....	15
4.2.1	MOBILIZATION AND IMPLEMENTATION PLAN	16
4.2.2	POTENTIAL PROBLEMS.....	16
4.2.3	ORGANIZATIONAL SUPPORT AND EXPERIENCE.....	16
4.2.4	LOCATION	16
4.2.5	ORGANIZATION CHARTS	16
4.2.6	RESUMES.....	17
4.2.7	BACKUP STAFF	17
4.2.8	EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE	17
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT	18
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	18
5.2	CONTRACT TERM AND EXTENSION OPTION.....	18
5.3	CONTRACT TRANSITION	18
5.4	CHANGE ORDER.....	18
5.5	CONTRACTOR RESPONSIBILITIES.....	18
5.6	SUBSTITUTION OF STAFF	19
5.7	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	19
5.8	OWNERSHIP OF MATERIAL	19

5.9	CONFIDENTIALITY	20
5.9.1	5.9.1 DATA CONFIDENTIALITY	20
5.9.2	DATA SECURITY STANDARDS.....	22
5.9.3	SECURITY PLAN.....	23
5.10	NEWS RELEASES.....	24
5.11	ADVERTISING.....	24
5.12	LICENSES AND PERMITS.....	24
5.13	CLAIMS AND REMEDIES.....	25
5.13.1	CLAIMS.....	25
5.13.2	REMEDIES.....	25
5.13.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	25
5.13.4	ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	25
5.14	MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)....	26
5.14.1	BOARD AUTHORITY.....	26
5.14.2	INDEMNIFICATION.....	26
5.14.3	INSURANCE – PROFESSIONAL LIABILITY INSURANCE.....	26
5.15	CONTRACT ACTIVITY REPORT.....	27
5.16	ELECTRONIC PAYMENTS.....	27
6.0	QUOTATION EVALUATION.....	28
6.1	BOARD’S RIGHT OF FINAL QUOTATION ACCEPTANCE.....	28
6.2	STATE’S RIGHT TO INSPECT BIDDER FACILITIES.....	28
6.3	STATE’S RIGHT TO REQUEST FURTHER INFORMATION.....	28
6.4	EVALUATION CRITERIA.....	28
6.4.1	TECHNICAL EVALUATION CRITERIA.....	28
6.4.2	BIDDER’S PRICE SCHEDULE.....	28
6.4.3	QUOTATION DISCREPANCIES.....	29
6.5	NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	29
6.6	POOR PERFORMANCE.....	30
7.0	CONTRACT AWARD.....	31
7.1	DOCUMENTS REQUIRED BEFORE CONTRACT AWARD THAT SHOULD BE SUBMITTED WITH QUOTATION	31
7.1.1	STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS.....	31
7.1.2	SUBCONTRACTOR UTILIZATION PLAN.....	31
7.1.3	OWNERSHIP DISCLOSURE FORM.....	31
7.1.4	DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM.....	32
7.1.5	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM.....	32
7.1.6	MACBRIDE PRINCIPLES CERTIFICATION FORM.....	33
7.1.7	PUBLIC LAW 2005, CHAPTER 271.....	33
7.1.8	SOURCE DISCLOSURE REQUIREMENTS.....	33
7.1.8.1	BREACH OF CONTRACT.....	33
7.1.9	PROOF OF CERTIFICATION OF REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 <i>ET SEQ.</i>	34
7.1.10	PROOF OF BUSINESS REGISTRATION.....	34
7.1.11	PROOF OF AFFIRMATIVE ACTION COMPLIANCE.....	34
7.2	FINAL CONTRACT AWARD.....	35
7.3	INSURANCE CERTIFICATES.....	35
8.0	CONTRACT ADMINISTRATION.....	36
8.1	STATE CONTRACT MANAGER.....	36
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES.....	36
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER.....	36
9.0	PRICE SHEET.....	37

1.0 INFORMATION FOR BIDDERS

NOTICE: *The bidder is advised to thoroughly read all sections and follow all instructions contained in this Request for Quotation (“RFQ”) before preparing and submitting its Quotation.*

1.1 PURPOSE AND INTENT

This RFQ is issued by the New Jersey Board of Public Utilities (“Board” or “BPU”). The purpose of this RFQ is to solicit quotations to engage a contractor (“Contractor”) to assist Board Staff in determining how to best meet New Jersey’s resource adequacy needs in a manner consistent with the State’s clean energy and environmental objectives, while considering costs to utility customers. This may involve continuing to rely on the markets run by PJM Interconnection, LLC (“PJM”) to meet resource adequacy or potential alternative arrangements.

Specifically, the Board seeks a firm with expertise in analyzing (i) the financial implications of remaining in the PJM capacity construct; (ii) the financial implications of various alternative constructs; and (iii) the development of alternative market mechanisms for consideration. All options would include scenarios around state investment in clean energy and the implications of the Minimum Offer Price Rule (“MOPR”) to the total cost of these programs to ratepayers.

The intent of this RFQ is to award a contract to a responsible bidder whose quotation, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The State is seeking to award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Board or its designee to be in the State’s best interest.

A responsible bidder shall have knowledge and an understanding of the following key areas:

- the PJM capacity market;
- bilateral resource adequacy constructs;
- clean energy market design, including clean energy standards and carbon pricing;
- local sourcing requirements in New Jersey Local Delivery Areas; and
- market power mitigation in constrained areas.

The State of NJ Standard Terms and Conditions (“SSTC”) accompanying this RFQ will apply to all contracts 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. The SSTC, attached, are also available at this website:

<http://www.state.nj.us/treasury/purchase/forms/StandardTermsandConditions.pdf>.

Bidders intending to subcontract and have work performed outside the United States should carefully read N.J.S.A. 52:34-13.2.

1.2 BACKGROUND

On January 27, 2020, Governor Murphy released the 2019 Energy Master Plan: Pathway to 2050 (“EMP”). In establishing the pathway to a 100% Clean Energy future, the EMP recognizes that the Federal Energy Regulatory Commission (“FERC”) is “actively attempting to support fossil fuel interests in the PJM region under the guise of promoting ‘fair’ competition.” EMP at 108. The 2019 EMP specifically references a December 19, 2019 Order (the “December 19 Order”) from the Federal Energy Regulatory Commission (“FERC”) that establishes a dramatically expanded MOPR that may limit the transition to a clean energy future. *Calpine Corp., et al., v PJM Interconnection, LLC*, 169 FERC ¶ 61,239 (2019).

In light of this federal action, the 2019 EMP makes plain New Jersey’s commitment “to exploring all possible options . . . to ensure that the State can realize a clean energy future at reasonable prices.” EMP at 108. The 2019 EMP further states that the Board may initiate a proceeding to explore “how to best meet New Jersey’s resource adequacy needs, consistent with the State’s clean energy goals and environmental values.” *Id.* The 2019 EMP acknowledges the Board’s discretion to initiate such a proceeding and the Board’s authority to make the appropriate determination.

On March 27, 2020, the Board authorized Staff through a Board Order I/M/O of the BPU Investigation of Resource Adequacy Alternatives, Docket No. EO20030203, to initiate an investigation of Resource Adequacy Procurement Alternatives. Through this investigation, the Board directed Staff to investigate whether New Jersey can achieve its long-term clean energy and environmental objectives under the current resource adequacy paradigm and, if not, recommend how best to meet New Jersey’s resource adequacy needs in a manner consistent with the State’s clean energy and environmental objectives, while considering costs to utility customers. Staff may conduct this investigation through technical conferences, public hearings, or written comments. The Board further directed Staff to review all the data compiled and comments received by the Board in this proceeding. At the conclusion of the investigation, Staff is to issue a report with recommendations for any further appropriate action. The report shall be supported by a narrative explaining the recommendations as well as the rationale supporting the recommendations.

The contract resulting from this RFQ will be for this solicitation.

Relevant resources for bidder consideration include, but are not limited to:

- Record before FERC in Docket Nos. EL16-49; ER18-1314; EL18-178;
- New Jersey’s Energy Master Plan;
- Record before BPU in Docket No. EO20030203.

Prior to finalizing any engagement resulting from this RFQ, the Board will conduct its own independent inquiry into whether the bidder (including its proposed subcontractors) recommended for contract award has any conflict(s) with regard to the scope of work described in this RFQ.

1.3 QUESTION AND ANSWER PERIOD

The Board will electronically accept questions and inquiries from all potential bidders.

- a) Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and
- b) Each question should begin by referencing the RFQ page number and section number to which it relates.

A Bidder shall submit questions only to the Board designee damian.fantini@bpu.nj.gov via email. The Board will not accept any question in-person or by telephone concerning this RFQ.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by bidders, answers to such questions will be issued by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be provided to each potential bidder via email.

1.4 EXCEPTIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this question and answer period and shall contain the bidder's suggested changes and the reason for the suggested changes.

1.5 SUBMISSION OF QUOTATIONS

In order to be considered for award, the quotation must be received by the Board at the designated time and place.

The bidder must submit the following quotation copies:

One (1) complete and exact ELECTRONIC copy of the original quotation in PDF file format to be searchable, viewable, and "read only" by State evaluators using Adobe Acrobat Reader software.

One (1) complete and exact ELECTRONIC copy of the original quotation in an editable and "writable" file format for redaction.

Bidders should submit pricing information in a separate file named "Pricing."

The bidder should make and retain a copy of its proposal.

Bidders must submit the quotation copies to: damian.fantini@bpu.nj.gov

QUOTATIONS NOT RECEIVED PRIOR TO THE QUOTATION SUBMISSION DUE DATE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTATION SUBMISSION DUE DATE IS INDICATED ON THE RFQ COVER SHEET.

IF THE QUOTATION OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTATION SUBMISSION DUE DATE SHALL BE SHOWN ON THE POSTED ADDENDUM.

1.6 ADDITIONAL INFORMATION

1.6.1 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.

1.6.2 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.

1.6.3 CONTENTS OF QUOTATION

Quotations can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed quotations, including quotations submitted electronically, all information submitted by a bidder in response to an RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the RFQ contains a negotiation component, the quotation will not be subject to public disclosure until a notice of intent to award a contract is announced.

As part of its quotation, a bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal or factual basis for such assertion. The location in the proposal of any such designation should be clearly stated in a cover letter. Any claim of confidentiality must be submitted pursuant to the Board's regulations at N.J.A.C. 14:1-12 et seq. The bidder should clearly state in a cover letter the location in the quotation of any such designation.

The State reserves the right to make the determination as to what is proprietary or confidential and will advise the bidder accordingly. Any proprietary and/or confidential information in a quotation will be redacted by the State. **The State will not honor any attempt by a bidder to designate its entire quotation and/or prices as proprietary, confidential and/or to claim copyright protection for its entire quotation.** Copyright law does not prohibit access to a record that is otherwise available under OPRA. 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 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.

A bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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 expenses, 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.

Addendum – Written clarification or revision to this RFQ issued by the Board of Public Utilities. Bid amendments, if any, will be issued prior to the quotation opening due date.

Bidder – An entity offering a quotation in response to the Using Agency’s 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.

Change Order – An amendment, alteration, or modification of the terms of a contract between the State and Contractor(s). A change order is not effective until it is signed and approved by the Board.

Contract – The contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive quotation submitted by a responsible bidder as accepted by the State, the notice of award, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State, and any attachments, bid amendment, or other supporting documents, or post-award documents, including change orders agreed to by the State and the contractor in writing.

Contract Effective Date – Date of award of contract to successful bidder.

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

Days After Receipt of Order (“ARO”) – The number of calendar days ‘after receipt of order’ in which the Using Agency will receive the ordered materials and/or services.

Discount – The standard price reduction applied by the bidder / contractor to all items.

Evaluation Committee – A committee established by the State Contract Manager to review and evaluate quotations submitted in response to this RFQ and recommend a contract award to the Board.

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

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.

IP – Intellectual property.

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

Must – Denotes that which is a mandatory requirement.

No Bid – The bidder is not submitting a price quotation for an item on a price line.

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

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

QRGs – Quick Reference Guides.

Quotation – Bidder’s timely response to the RFQ including, but not limited to, technical quotation, price quotation, and any licenses, forms, certifications, or other documentation required by the RFQ.

Request For Quotations (“RFQ”) – This series of documents, which establish the bidding and contract requirements and solicits quotations to meet the needs of the Using Agencies as identified herein, including the RFQ, State of NJ Standard Terms and Conditions (“SSTC”), price schedule, attachments, and bid amendments.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or 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 a business that (i) is independently owned and operated, (ii) is 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 (iv) has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager (“SCM”) – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks, or other work elements in the Scope of Work. The SCM cannot direct or approve a change order.

State-Supplied Price Sheet – The bidding document created by the State and attached to this bid solicitation on which the bidder submits its quotation pricing as is referenced and described in [Section 4.1.3](#) of 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 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.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

BGS – Basic Generation Service

Board – The President and Commissioners of the New Jersey Board of Public Utilities.

Board Order – A formal action voted on by a majority of the Board.

BPU – The New Jersey Board of Public Utilities

CETO/CETL - Capacity Emergency Transfer Objective and Capacity Emergency Transfer Limit

EDECA- Electric Discount Electric Competition Act

EMP – New Jersey Energy Master Plan of 2019

FERC – Federal Energy Regulatory Commission

FRR – Fixed Resource Requirement

LDA – Local Deliverability Area

MOPR – Minimum Offer Price Rule

PJM – PJM Interconnection, LLC

REC – Renewable Energy Certificate

RPM – Reliability Pricing Model

RPS – Renewable Portfolio Standard

Staff – The New Jersey Board of Public Utilities Staff

ZEC – Zero Emission Credit

3.0 SCOPE OF WORK

3.1 PROJECT LAUNCH AND WEEKLY TELECONFERENCES

Within five (5) business days of the notification of contract award, Contractor shall meet with the SCM to review the work plan and evaluation framework submitted within its response to the RFQ and to review all aspects of the project phases. This meeting will be held at Board offices in Trenton, New Jersey or via teleconference. Contractor shall ensure that its Project Manager and other key staff identified as such in the response to this RFQ attend this meeting.

Contractor shall ensure that all modifications to the work plan and evaluation framework requested by the SCM be made before deliverables are finalized.

Contractor shall submit a summary report and/or minutes of this meeting within three (3) business days of the meeting via e-mail to the SCM.

Subsequent to the project launch meeting, Contractor shall meet with the SCM biweekly to present its progress and findings through phone conference calls. Additional teleconferences may be scheduled on an as-needed basis, including presentations of progress and findings to Board Commissioners and/or Board staff, the cost of which shall be considered in-scope.

3.2 ECONOMIC FEASIBILITY STUDY

3.2.1 GOALS AND PROCESS

The selected Contractor or Contractors will support Staff throughout the resource adequacy stakeholder process, which is expected to last through the end of the year, including analysis and review of comments posted in the docket, as well as meetings with interested stakeholders.

Staff anticipates holding weekly or bi-weekly meetings with the Contractor or Contractors in support of these efforts, which may culminate in a Board order directing further action or analysis, or may involve recommending that no changes to New Jersey's resource adequacy paradigm.

The primary goals are to: (1) work with Staff to understand and analyze the costs and benefits of various proposals developed through the stakeholder process; (2) facilitate development of potential alternatives to the existing PJM capacity market that may accelerate achievement of New Jersey's clean energy objective; (3) meet with and discuss various resource adequacy matters with outside stakeholders and Staff; and (4) make recommendations to the Board about a framework for possible action by the end of 2020.

It is anticipated that implementation of the any recommendations will be conducted in a separate proceeding.

3.2.1.1 DELIVERABLES

Staff anticipates that the Contractor will deliver the following work products:

- a) An evaluation of the various resource adequacy constructs that exist throughout the organized markets and the potential use of those constructs to incorporate clean energy market design or clean energy standards into a potential replacement mechanism for procuring resource adequacy;

- b) Development of a framework for one or more resource adequacy constructs that could accelerate achieving the State’s clean energy goals in a cost-effective manner, such as either a forward clean energy market or clean energy standard;
- c) Analyses of New Jersey’s anticipated resource adequacy costs assuming that the State meets its clean energy and environmental goals, in whole or in part, assuming that the State remains in the RPM market (referred to as the “base case analysis”);
- d) Analyses of New Jersey’s anticipated resource adequacy costs under alternative scenarios to the base case analysis that may be proposed by stakeholders or by Board Staff;
- e) In collaboration with Staff, develop and test various sensitivities for each analysis which may include
 - 1. analysis of energy and capacity market costs under various scenarios;
 - 2. analysis of environmental costs and benefits under various scenarios;
 - 3. analysis of partial-FRR options and state-wide FRR options under various scenarios;
 - 4. analysis of local sourcing requirements in New Jersey Local Delivery Areas, including CETO/CETL calculations;
 - 5. analysis of potential market power issues for each scenario and develop potential mitigants; and
 - 6. analysis of New Jersey’s BGS and how changes to wholesale resource adequacy may flow through to ratepayers.

In terms of formal written work product, Contractor shall produce the Contractor’s findings and recommendations in a manner suitable for public consumption, which may include a consultant report, addenda to the Staff Report, or drafting provisions of the Staff report. Contractor shall provide written work product as a Draft for Staff review. Upon review of any draft work product by the SCM, Contractor shall make all changes and edits required and submit Final version within two (2) weeks of receiving the changes and edits from the SCM. Contractor should assume up to two (2) rounds of reviewing and editing, the costs of which shall be considered in-scope.

Contractor shall prepare and submit a public version of the Final Report within three (3) weeks of submittal of the Final Report. In preparation of the Final Report, Contractor shall redact all information that Contractor deems to be proprietary or confidential and all information considered to be deliberative and consultative.

3.3 STAKEHOLDER INPUT

All stakeholder input shall be obtained through the on-going, staff-led investigation. As the Board specified, Staff may seek stakeholder input through written comments, technical conferences, or public hearings. Contractor should anticipate supporting Staff in these investigatory functions.

3.4 LITIGATION SUPPORT

Upon direction by the SCM, Contractor shall provide litigation support regarding any litigation resulting from work done as part of this contract. Such litigation support shall include, but not be limited to:

- a) Review of discovery documents;
- b) Preparation of expert response to discovery documents;
- c) Drafting of written testimony;
- d) In-person testimony; and
- e) Assistance in drafting and reviewing technical aspects of briefs, position statements, or correspondence.

Litigation support and testimony support shall be provided at the all-inclusive hourly rates of the labor titles listed in the price sheet. Contractor's litigation support budget is subject to approval by the SCM, including Board ratification, if necessary.

4.0 QUOTATION PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in a bidder's quotation being deemed non-responsive.

4.1 GENERAL

Quotations that include bidder-proposed terms and conditions may be accepted, but bidder-proposed terms or conditions that conflict with those contained in the RFQ, as defined in Section 2.0 of this RFQ, 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 bidder-proposed terms and/or conditions before issuing a contract award. It is incumbent upon the bidder to identify and remove its conflicting proposed terms and conditions prior to quotation submission.

After award of contract:

- A. If a conflict arises between a bidder-proposed term or condition included in the quotation and a term or condition of the RFQ, the term or condition of the RFQ will prevail; and
- B. If the result of the application of a bidder-proposed term or condition included in the quotation would diminish the State's rights, the bidder-proposed 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.

The forms discussed herein and required for submission of a quotation in response to this RFQ are available on the [Department of the Treasury, Division of Purchase & Property website](http://www.state.nj.us/treasury/purchase/forms.shtml) <http://www.state.nj.us/treasury/purchase/forms.shtml> unless noted otherwise.

4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTATION

Please refer to Sections 7.1.1 through 7.1.12 of the RFQ.

4.1.1.1 NON-COLLUSION

By submitting a quotation, the bidder certifies as follows:

- A. The price(s) and amount of its quotation have been arrived at independently and without consultation, communication, or agreement with any other contractor / bidder or any other party;
- B. Neither the price(s) nor the amount of its quotation, and neither the approximate price(s) nor approximate amount of this quotation, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the quotation submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a quotation higher than this quotation, or to submit any intentionally high or noncompetitive quotation or other form of complementary quotation;
- D. The quotation of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quotation; and
- E. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.1.1.1 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by bidders/contractors in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By submitting a quotation, the bidder is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.1.2 FINANCIAL CAPABILITY OF THE BIDDER

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

- A. For publicly traded companies, the bidder should provide copies or the electronic location of the annual reports filed for the two (2) most recent years; or
- B. For privately held companies, the bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant that includes a balance sheet, income statement, statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year.

If the information is not supplied with the 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 or 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.

4.1.3 STATE-SUPPLIED PRICE SHEET

The bidder must submit its pricing using the State-supplied Price Sheet, [Section 9.0](#) of this RFQ.

4.1.3.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The bidder must submit its pricing using the format set forth in the State-supplied Price Sheet, [Section 9.0](#) of this RFQ. Failure to submit all information required will result in the proposal being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

Bidders shall also present a budget supporting each firm fixed price in which the bidder lists labor titles, corresponding all-inclusive hourly rates, and the number of hours allocated by labor title for each task.

4.1.3.2 DELIVERY TIME AND COSTS

Not applicable to this procurement.

4.1.3.3 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a quotation and shall be deemed non-responsive.

4.1.3.4 CASH DISCOUNTS

Not applicable to this procurement.

4.2 TECHNICAL APPROACH SCOPE OF WORK

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 Board 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 Board 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 ability to complete the contract. The bidder's response to this section should be designed to demonstrate to the Board that the bidder's approach and plans proposed to complete the Scope of Work are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful contract completion.

Within its technical approach scope of work plans, the bidder should include specific information, including, but not limited to, the following elements:

- a. A Work Plan detailing how Contractor will design and manage the development of the analytic framework and the solicitation processes, including development of the Guidance Documents and all subsequent evaluations, analyses, and all other requirements of the RFQ;
- b. A schedule showing how Contractor will meet the schedule requirements of the RFQ; and
- c. A proposed, general evaluation framework and criteria against which applications and development scenarios for each solicitation will be evaluated. The bidder should provide detailed explanations of the types of analysis to be conducted for individual project applications and portfolios of development project scenarios along with the rationale for use.

4.2.1 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.2.2 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract based on the requirements of the RFQ and the work. For each problem identified, the bidder should provide its proposed solution.

4.2.3 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.

The bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of bidder's quotation.

4.2.4 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. Bidder should include the telephone number and name and contact information of the individual to who will act as the BPU's primary contact.

4.2.5 ORGANIZATION CHARTS

- A. Contract-Specific Chart. The bidder should include a blanket 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.

4.2.6 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 each similar 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, phone number, and address of each reference.

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 that 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.

4.2.7 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 that 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.

4.2.8 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope with specific inclusion of (including proposed subcontractors) similar work 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, 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 proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC (attached), bid amendment(s) to this RFQ, Contractor's quotation, Contractor's Best and Final Offer, and the Using Agency's Notice of Award.

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, shall be:

- A. Executed offer and acceptance page;
- B. RFQ Section 5, as may be amended by bid amendment;
- C. SSTC accompanying this RFQ;
- D. All remaining sections of the RFQ, as may be amended by bid amendment; and
- E. Contractor's quotation as accepted by the State.

5.2 CONTRACT TERM AND EXTENSION OPTION

The base term of this contract shall be for a period of **one (1) year**. The contract may be extended for all or part of **one (1)** one-year period, by the mutual written consent of the contractor and the Board 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 this contract expiration date and the State exercises this contract transition, Contractor shall continue this contract under the same terms, conditions, and pricing until a new contract can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of this contract.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this contract shall be valid only when they have been reduced to writing and signed by Contractor and the SCM. Any work undertaken by Contractor without express written approval by the SCM will be paid at the sole discretion of the Board or its Staff and is not guaranteed.

5.5 CONTRACTOR RESPONSIBILITIES

Contractor shall have sole responsibility for the complete effort specified in this contract. Payment will be made only to Contractor. Contractor shall have sole responsibility for all payments due any subcontractor. All invoices for services shall be submitted to the SCM within thirty (30) days of the end of the month.

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. 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 Contractor's performance of this contract.

Contractor shall notify the SCM when 50%, 75%, and 90% of the budget has been expended. Additionally, Contractor shall conference telephonically monthly with the SCM to review the budget. The monthly meetings shall include updated estimates in writing prior to formal billing accruals and shall be part of the scope of work.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for Contractor to substitute any management, supervisory, or key personnel, Contractor shall identify the substitute personnel and the work to be performed. 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.

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this RFQ.

Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the SCM for consideration. If the SCM approves the request, the SCM will forward the request to the Board for final approval. No substituted or additional subcontractors are authorized to begin work until Contractor has received written approval from the Board.

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

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 that the subcontractor is to undertake.

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

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of this 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, that 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 the bidder's/contractor's Background Intellectual Property ("IP") as defined below, the work shall be considered "work for hire," i.e., the State, not Contractor or their subcontractor(s), 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 its subcontractor(s) hereby assign 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 this contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder/contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the bidder's/contractor's Background IP delivered to the State for the purposes contemplated by this contract.

5.9 CONFIDENTIALITY

5.9.1 5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer, and/or technical data supplied by the State to Contractor are confidential (State Confidential Information). Contractor must secure all data from manipulation, sabotage, theft, or breach of confidentiality. 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 Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

When requested, Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require 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.

- 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. 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. The State’s confidential information shall consist of all information or data contained in documents 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).
- D. 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;
- E. 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;
- F. 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;
- G. 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; and
- H. Notwithstanding the requirements of nondisclosure described in these Sections, either party may release the other party’s confidential information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines that the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.9(F); or
 - (b) 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 5.9(G), or if the State is unsuccessful in defending its rights as described in Section 5.9(G).

5.9.2 DATA SECURITY STANDARDS

Data Security: Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- a. Any personally identifiable information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
- b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, P.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard.
- c. Data Transmission: Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
- d. Data Storage: All data provided by the State of New Jersey or State data obtained by Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices, and/or USB devices unless that device or storage medium has been approved in advance in writing by the State Project Manager. Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. Contractor must not store or transfer State of New Jersey data outside of the United States.
- e. Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including, but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
- f. Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the contract. Data must not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. No State data of any kind must be transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the SCM.
- g. Data Breach: Unauthorized Release Notification: Contractor must comply with all applicable state and federal laws that require the notification of individuals in the event of

unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law (Notification Event), Contractor must assume responsibility for informing the SCM within twenty-four (24) hours and all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

- h. End of Contract Data Handling: Upon termination/expiration of this contract, Contractor must first return all State data to the State in a usable format as defined in the contract or in an open standards machine-readable format if not. Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps), and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the contract or within seven (7) days of the request of an agent of the State, whichever shall come first.

5.9.3 SECURITY PLAN

Contractor must provide a security plan. The document shall describe the administrative, physical, technical, and systems controls to be used by the system and/or services. Contractor's security plan must, at a minimum, provide security measures for the following areas:

- a. Facilities' physical security
- b. System security
- c. System data security
- d. Administrative and personnel security

The security plan shall provide for review of Contractor's operations and control system. Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for Contractor apply to development, testing, production, and backup systems.

Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, Contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- a. Regulations and security requirements – how Contractor will address security requirements such as PCI, HIPAA, FISMA, etc.
- b. System, administrative, and personnel security - the security responsibilities of and supervision required for information owned and/or operated by Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security, and protecting the confidentiality, integrity, and availability of information systems or processes.
- c. Workforce security - the control process for hiring and terminating of Contractor's employees and method used for granting and denying access to Contractor's network, systems, and applications. Identify and define audit controls when employment of the employee terminates.

- d. Role based security access – the products and methods for role based security and access to the contractor’s infrastructure and access to the State’s infrastructure.
- e. Password management – the appropriate password management controls to meet defined regulation or security requirements.
- f. Logging / auditing controls –Contractor’s audit control methods and requirements.
- g. Incident management – the methods for detecting, reporting, and responding to an incident, vulnerabilities, and threats.
- h. Vulnerability / security assessment – the products and methods used for scanning Contractor’s infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- i. Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- j. Firewall – the products and methods for firewall control process and intrusion detection methodology.
- k. Database – the products and methods for safeguarding the database(s).
- l. Server and infrastructure – the products and methods for "hardening" of the hardware’ operating systems.
- m. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- n. Data integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.10 NEWS RELEASES

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 SCM.

5.11 ADVERTISING

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 SCM.

5.12 LICENSES AND PERMITS

Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. Contractor shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFQ, Contractor shall supply the SCM with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to this contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the bidder in its quotation.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by 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.

5.13.2 REMEDIES

Nothing in this 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 Board.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that Contractor fails to comply with any material contract requirements, the Board may take steps to terminate this contract in accordance with the SSTC, 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.

5.13.4 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

Contractor shall not begin performing any additional work or work it deems to be out of scope or special projects without first obtaining written approval from the SCM.

In the event of additional work and/or special projects, Contractor must present a written proposal to perform the additional work to the SCM. The proposal 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 Contractor in its proposal.

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 this Contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by Contractor in Contractor's original proposal 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 Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of Contractor's written proposal, the SCM shall forward same to the Board for written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the SCM to the Board 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 Office of Information Technology.

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

5.14 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

The SSTC will apply to all contracts or purchase agreements made with the State of New Jersey. These terms and conditions shall apply regardless of reference to the Division of Purchase and Property as the contracting authority. 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.

5.14.1 BOARD AUTHORITY

All references to the Director of the Division of Purchase and Property in the SSTC shall be replaced with reference to the Board.

5.14.2 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

4.1.1 LIMITATION OF LIABILITY

Contractor's liability to the State for actual, direct damages resulting from Contractor's performance or non-performance, or in any manner related to this contract, for any and all claims, shall be limited in the aggregate to **200%** of the total value of this contract, except that such limitation of liability shall not apply to the following:

- a. Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by Contractor under this contract caused by negligence or willful misconduct of Contractor;
- b. Contractor's breach of its obligations of confidentiality; and
- c. Contractor's liability with respect to copyright indemnification.

Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

Contractor shall not be liable for special, consequential, or incidental damages.

5.14.3 INSURANCE – PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: Contractor shall carry professional liability insurance and/or Professional Liability Malpractice Insurance, including for errors or omissions related to this contract, sufficient to protect 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 **\$2,000,000** and in such policy forms as shall be approved by the State. If Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new professional liability insurance and/or professional malpractice insurance carrier an endorsement for retroactive coverage.

5.15 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.16 ELECTRONIC PAYMENTS

With the award of this contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive payments via automatic deposit from the State of New Jersey, Contractor shall 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 the 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 and 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.nj.gov to request access to this application.

6.0 QUOTATION EVALUATION

6.1 BOARD'S RIGHT OF FINAL QUOTATION ACCEPTANCE

The Board 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 Board shall have authority to award orders or contracts in accordance with N.J.S.A. 52:34-12. Tie quotations will be awarded by the Board in accordance with N.J.A.C. 17:12-2.10.

6.2 STATE'S RIGHT TO INSPECT BIDDER 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 that is most advantageous to the State.

6.3 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the quotations are reviewed, one, some, or all of the bidders may be asked to amplify certain aspects of its quotation. The SCM reserves the right to request all information that may assist him or her and the Evaluation Committee in making a recommendation for contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract.

6.4 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals 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.

6.4.1 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 RFP; and
- c. Ability of firm to complete the Scope of Work based on its technical proposal: The bidder's demonstration in the proposal 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.

6.4.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total proposal price located on the Price Sheet for this RFQ ([Section 9.0](#)).

6.4.3 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.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating quotations, the SCM 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 to safeguard information and ensure that all bidders are treated fairly.

Similarly, the SCM 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 proposal 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). More than one round of negotiation and/or BAFO may be conducted in order to attain the best value for the State.

After evaluation of quotations and, as applicable, negotiation(s), the Evaluation Committee will recommend to the Board the responsible bidder whose quotation, conforming to the RFQ, is most advantageous to the State, price and other factors considered. The Board may accept, reject, or modify the recommendation of the Evaluation Committee. The Board may initiate additional negotiation procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price 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 with any bidder.

All contacts, records of initial evaluations, any correspondence with a bidder related to any request for clarification, negotiation, any revised technical and/or price quotations, and related documents will remain confidential until a Notice of Intent to Award a Contract is issued.

If the Board contemplates negotiation, quotation prices will not be publicly read at the quotation opening. Only the name and address of each bidder will be publicly announced at the quotation opening.

6.6 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: Contract cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in vendor performance records; information obtained from audits or investigations conducted by a local, state, or federal agency of the bidder's work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Bidders should note that this list is not exhaustive.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD THAT SHOULD BE SUBMITTED WITH QUOTATION

Bidders are under a continuing obligation to report updates to the information contained in its required forms. Unless otherwise specified, forms must contain an original, physical signature or an electronic signature.

7.1.1 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

A bidder should include a signed and dated copy of the State of New Jersey Standard Terms and Conditions within its response to this RFQ.

7.1.2 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use a subcontractor should submit a Subcontractor Utilization Plan form and should indicate whether any proposed subcontractor is a small business.

As defined at N.J.A.C. 17:13-1.2, "small business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on contracts designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any contract, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

The Subcontractor Utilization Plan form is located on the Department of the Treasury, Division of Purchase & Property website <http://www.state.nj.us/treasury/purchase/forms.shtml>.

For a quotation that does NOT include the use of any subcontractors, by submitting the RFQ, the bidder is *automatically* certifying that in the event the award is granted to the bidder, and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the bidder shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of subcontractors.

7.1.3 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 complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted quotation. A bidder's failure to submit the completed and signed form with its quotation will result in the rejection of the quotation as non-responsive and preclude the award of a contract to said bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the quotation submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed, and submitted with the quotation.

In the alternative, to comply with this section, a bidder with any direct or indirect parent entity that 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 ten (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 any person that holds a ten (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 ten (10) percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

The Ownership Disclosure Form is located on the Department of the Treasury, Division of Purchase & Property website <http://www.state.nj.us/treasury/purchase/forms.shtml>.

7.1.4 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 quotation 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 quotation, the bidder must comply within seven (7) business days of the State's request or the State may deem the quotation non-responsive.

The Disclosure of Investigations and Other Actions Involving Bidder Form is located on the Department of the Treasury, Division of Purchase & Property website <http://www.state.nj.us/treasury/purchase/forms.shtml>.

7.1.5 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one 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 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. A bidder's failure to submit the completed and signed form with its quotation will result in the rejection of the quotation as non-responsive and preclude the award of a contract to said bidder.

The Disclosure of Investment Activities in Iran form is located on the Department of the Treasury, Division of Purchase & Property website <http://www.state.nj.us/treasury/purchase/forms.shtml>.

7.1.6 MACBRIDE PRINCIPLES CERTIFICATION FORM

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance 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 its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By submitting a completed MacBride Principles Form, the bidder is certifying that either:

- A. The bidder has no operations in Northern Ireland; or
- B. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder electing not to certify to the MacBride Principles must include as part of its Quotation a statement indicating its refusal to comply with the provisions of this Act.

7.1.7 PUBLIC LAW 2005, CHAPTER 271

7.1.8 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded shall be performed within the United States, except when the SCM certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended contractor of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Board shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the [Department of the Treasury's Division of Purchase & Property website http://www.state.nj.us/treasury/purchase/forms.shtml](http://www.state.nj.us/treasury/purchase/forms.shtml).

7.1.8.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, or any extension thereof, Contractor or its subcontractor, who had upon contract award declared that services would be performed in the United States, proceeds to shift the performance

of any of the services outside the United States, Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Board.

7.1.9 PROOF OF CERTIFICATION OF REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.

- A. The State shall not enter into a contract to procure services or any material, supplies, or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a contract under this RFQ, as well as future contract opportunities; and
- C. Further, Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#).

7.1.10 PROOF OF 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.

7.1.11 PROOF OF AFFIRMATIVE ACTION COMPLIANCE

The intended Contractor 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. Intended Contractors not in possession of either a New

Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.2 FINAL CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to that responsible bidder(s) whose quotation(s) is(are) most advantageous to the State, price and other factors considered. Any or all quotations may be rejected when the Board determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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. See Section 4.2 of the SSTC accompanying this RFQ and [Section 5.14.2](#) of this RFQ.

8.0 CONTRACT ADMINISTRATION

8.1 STATE CONTRACT MANAGER

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

The SCM for this project will be identified at the time of execution of contract. At that time, Contractor will be provided with the SCM'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 SCM will be responsible for engaging Contractor, directing Contractor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The SCM is the person who Contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The SCM is responsible for coordinating the use of the contract and resolving minor disputes between Contractor and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the contract or direct or approve a Change Order.

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

9.0 PRICE SHEET

Description	Scope of Work Section	Unit	Firm Fixed Price
Project Launch and Weekly Teleconferences	3.1	Task	\$
Economic Feasibility Study - Goals and Process	3.2.1	Each	\$
Economic Feasibility Study - Deliverables	3.2.1.1 a	Task	\$
Economic Feasibility Study - Deliverables	3.2.1.1 b	Task	\$
Economic Feasibility Study - Deliverables	3.2.1.1 c	Task	\$
Economic Feasibility Study - Deliverables	3.2.1.1 d	Task	\$
Economic Feasibility Study - Deliverables	3.2.1.1 e	Task	\$
Stakeholder Input	3.3	Each	\$
	TOTAL QUOTATION PRICE - NOT TO EXCEED \$250,000.00		\$

Notes:

A bidder's failure to provide a price for a cell under Firm Fixed Price shall result in the bidder's quotation being deemed non-responsive.

Bidders shall also present a budget supporting each Firm Fixed Price in which the bidder lists personnel names, labor titles, corresponding all-inclusive hourly rates, and the number of hours allocated by labor title for each task.

The Board makes no guarantee of work or unit volume.

Bidders should not include pricing for the requirements of Section 3.4, Litigation Support. Should the Board require litigation support and/or ad hoc analyses, Contractor will be paid hourly rates for the labor titles used as approved by the Board.