



New Jersey State Employment and Training Commission

Dennis M. Bone, *Chairman*

Chris Christie, *Governor*

**Request for Quotation-RFQ
for
Combined State Plan
State of New Jersey
*Date Issued: September 30, 2015***

Respondent's Electronic Question Due Date:

October 8, 2015 by 5:00 PM

(Refer to RFQ Section 1.3.1 for more information.)

Quotation Submission Date:

October 15, 2015 by 2:00 PM

(Refer to RFQ Section 1.3.2 for more information.)

1.0 Information for Respondents

1.1 Purpose and Intent

This Request for Quotation (RFQ) is issued by the Department of Labor and Workforce Development (LWD), Office of Procurement, on behalf of the State Employment and Training Commission (SETC). The purpose of this RFQ is to solicit quotation/proposals from qualified Respondents to perform the tasks described in the Scope of Work as defined in this RFQ.

The intent of this RFQ is to award a single contract to that responsible Respondent whose quotation/proposal, conforming to this RFQ, is most advantageous to the LWD, price and other factors considered. The LWD, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Assistant Commissioner, Administrative Services, to be in LWD's best interest.

The State of NJ Delegated Purchasing Authority Terms and Conditions shall apply to the contract awarded as a result of this RFQ process or purchase agreements made with the State of New Jersey. These terms and in addition to the terms and conditions set forth in this RFQ ad should read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 Background

The State Employment and Training Commission (SETC) is legislatively tasked with the policy, guidance, and oversight of programs and services that focus on employment and training programs, authorized and outlined within various federal and state workforce development laws. On July 22, 2014, President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA) replacing the Workforce Investment Act (WIA). WIOA authorizes employment and training programs and provides the funding stream for a large portion of workforce training programs and services delivered in New Jersey. The new law represents substantial modifications to priorities, programs, delivery methods and outcomes to best guide and prepare the nation's workforce. WIOA seeks to enhance employment and training programs and guide states to ensure the workforce system operates as a comprehensive, integrated, and streamlined system, providing pathways to employment, accompanied by industry recognized credentials, and prosperity for those it serves. The new law includes a continuous improvement undertone relating to quality and performance standards of services.

The SETC, in its policy and oversight capacity, is responsible for developing a state-wide plan, inclusive of regional planning efforts and guidance for local area planning, around the implementation of WIOA. This plan will represent New Jersey's enlightened vision for the Workforce Development System and guide the financial investments. The SETC is tasked with developing a Combined State Plan, which will serve as the four-year action plan, for workforce development that aids in implementing jointly-administered activities authorized under WIOA, and create the platform for continues improvement of the State's vision and strategic goals.

1.3 Key Events

1.3.1 Question and Answer Period

The LWD Procurement Unit will accept questions and inquiries from all potential Respondents electronically via email. Please send questions to the following email address:

Marianne.Bixler@dol.nj.gov

The subject line of the email should include the following: RFQ Combined State Plan

Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ page number and section number to which it relates.

Respondents are not to contact the LWD or SETC directly, in person or by telephone, concerning this RFQ.

The cut-off date for the submittal of questions and inquires related to this RFQ is indicated on the cover sheet.

1.3.2 Submission of Quotation/ Proposal

In order to be considered for award, the quotation/proposal must be received via email ONLY by the LWD, Office of Procurement at the email address indicated below and by the required time. **ANY QUOTATION/PROPOSAL NOT RECEIVED ON TIME WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET.**

Marianne.Bixler@dol.nj.gov

The subject line of the email should include the following: RFQ Combined State Plan

1.3.3 Responder's Responsibility

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

1.3.4 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by a responder in the preparation and submittal of a quotation/proposal in response to this RFQ.

1.3.5 Price Alteration in Hard Copy Proposals

Quotation prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the respondent.

1.3.6 Proposal Errors

A respondent may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Assistant Commissioner. If the request is granted, the Respondent may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a respondent discovers an error in its proposal, the Respondent may make a written request to the Assistant Commissioner for authorization to withdraw its proposal from consideration for award. Evidence of the Respondent's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Respondent's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Assistant Commissioner may, in her discretion allow you to withdraw it.

All proposal withdrawal requests must include the RFQ title and be sent to the following address:

Marianne.Bixler@dol.nj.gov

If during a quotation/proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Assistant Commissioner shall issue written notice to the Respondent. The Respondent will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Respondent's intention is not readily discernible from other parts of the proposal, the Assistant Commissioner may seek clarification from the Respondent to ascertain the true intent of the proposal.

1.3.7 Proposal Acceptances and Rejections

The State maintains the right to waive minor irregularities or omissions in a proposal and the right to reject all proposals if it is in the public interest.

2.0. Scope of Work

The Contractor must create a cohesive framework, guided through facilitated group discussions with subject matter experts, that aligns all aspects of "Pathways and Partnerships – New Jersey's Blueprint for Talent Development" into strategies for all associated programs and services under WIOA. This framework, and respective subject matter expert synthesis, will then guide the Contractor to author the WIOA statewide plan, provide regional guidance and author regional plans, as well as develop local guidance documents. In addition, the Contractor will be responsible for creating an Asset Map representing education, training and economic development investments and efforts in New Jersey, with a focus on Career Pathways. A final deliverable will be assisting the efforts of the NJ Talent Pipeline Policy Academy with the planning and implementation of a Business Summit focused on High Quality Partnerships. The event is anticipated to be held in May 2016 at a central New Jersey location. These efforts are part of the National Governor's Association (NGA) grant received by New Jersey to strengthen and foster increased partnerships between government and industry.

The Contractor must drive a planning process to ultimately create documents designed to implement workforce development policies, priorities, programs, and services statewide. The plan must address all WIOA provisions, affecting all core program areas administered by multiple state agencies. WIOA Titles consist of the following:

- Title I: Workforce Development Activities
- Title II: Adult Education and Literacy
- Title III: Employment Services – Amendments to the Wagner-Peyser Act
- Title IV: Vocational Rehabilitation Services – Amendments to the Rehabilitation Act of 1973

The Contractor must clearly articulate and demonstrate advanced knowledge and expertise in the WIOA Titles identified above and the ability to author a Combined Statewide Plan as prescribed under WIOA, which integrates the broader statewide strategies and vision. Below are the components to be demonstrated and delivered:

- a. ***WIOA Requirements:*** Understand and delineate the requirements for WIOA, and incorporate the broader vision for talent development strategies as adopted in the New Jersey Blueprint for Talent Development which can be found at the link below:
www.njsetc.net
 click on **Pathways and Partnerships: NJ Blueprint for Talent Development**
- b. ***Talent Development Goals:*** Key goals of the Talent Development Strategies include: aligning education and training resources for talent development through regional planning, service coordination and resource sharing; developing community alliances and employment networks linking the NJ Department of Labor and Workforce Development (LWD) One-Stop Career Centers, and expanding engagement of community partners and job seekers; creating career pathways, inclusive of recognized credentials, within industries, driven by business intelligence, and also inclusive of literacy, and experiential learning opportunities to holistically fulfill talent needs; and results-driven partnerships focused on high quality, employer-centered collaborations. The Combined Statewide Plan should be designed as a roadmap for achieving the required outcomes, while meeting the requirements for the four titles of the WIOA law.
- c. ***Statewide Plan Development and Process:*** In consultation with the SETC, Contractor must design a strategy for incorporating the work of multiple government agencies and other vested partners, in part, by facilitating group discussions of subject matter experts in all areas associated with the State Plan. These discussions will then be synthesized and included in the final draft of the Combined State Plan. The planning processes and final documents will be inclusive of state, regional and local strategies with clearly defined lines of sight to achieve stated goals and objectives. The plan must include the overall strategic approach, stakeholder engagement strategies, state, regional and local planning benchmarks, an outline of technical assistance, and capacity building with identified targeted audiences. The Contractor will be the initial author of templates for the creation of the Statewide Plan, Regional Plan Guidance, Regional Plans and Local Area Planning Guidance
- d. ***Regional Planning Guidance, Technical Assistance and Regional Plans Development:*** In consultation with the SETC and key stakeholder groups and individuals with subject matter and/or local expertise, the Contractor will gather pertinent information and create regional planning guidance documents, provide technical assistance through meetings and discussions with each regional group, and create regional plans depicting the implementation of WIOA requirements within the designated regions. While final determination of regional designations remains underway, it is anticipated that four (4) regions will be created. Therefore the

Contractor must create this regional process for all four (4) designated regions.

- e. **Local Area Guidance:** The Contractor, drawing from the knowledge and insight gained through the state and regional planning efforts, technical assistance and planning writing, will be required to create local area guidance documents. These documents must support the local areas in their implementation of programs and services that meet WIOA requirements.
- f. **Asset Map:** With guidance and direction from the SETC and LWD, the Contractor must create an Industry Sector Strategy Asset Map of education, training and economic development investments in New Jersey, with a focus on Career Pathways.
- g. **High Quality Partnership – Business Summit:** The National Governor’s Association (NGA) awarded New Jersey a Talent Pipeline Policy Academy grant to strengthen the link between education and workforce. In an effort to unveil the High Quality Partnership (HQP) definition and increase knowledge around HQP, and increase the potential of establishing more, a business summit event is being planned for May of 2016. The venue will provide, in part, networking opportunities for educational leaders and industry leaders from across New Jersey. The Contractor will be required to plan and implement this summit. Funding will be provided through the NGA grant.
- h. **Communication and Public Comment Strategy:** The Contractor must also manage the communication of the State Plan process and change strategies. These efforts should be communicated to relevant stakeholders identified as part of the State Plan development process. Such tools and strategies may include: Action Plan and related timelines for the project; Coordination and communication with SETC and its agency partners; Draft document updates; Presentations on progress to stakeholders; an outline for submitting draft documents; and a plan for the public comment process, including collection, summation and potential utilization of comments received.
- i. **Delivery Dates:** The United States Department of Labor (USDOL) has imposed challenging deadlines with regard to WIOA planning and implementation. The Contractor must submit all final draft documents in accordance with Section 2.0 – Item j below. This will allow sufficient time for executive review and approval prior to the USDOL deadlines.
- j. **Timeline:** The Contractor must meet the following due dates on prepared documents and drafts:

<u>Item</u>	<u>Date</u>
1. <i>Working Draft Statewide Combined State Plan</i>	<i>December 7, 2015</i>
2. <i>Final Draft Statewide Combined Plan</i>	<i>January 4, 2016</i>
3. <i>Final Statewide Combined Plan</i>	<i>February 26, 2016</i>
4. <i>Regional and Local Planning Guidance</i>	<i>February 8, 2016</i>
5. <i>Asset Map</i>	<i>April 15, 2016</i>
6. <i>High Quality Partnerships Business Summit</i>	<i>May 2016</i>
7. <i>Regional Plans</i>	<i>October 3, 2016</i>

3.0 Technical Proposal Requirements

The Respondent must clearly demonstrate its understanding, expertise, and ability to deliver all outlined items contained within Section 2.0 – Scope of Work.

The Respondent’s proposal must include a timeline identifying all project deliverables and requirements described in the narrative, with benchmark metrics and lead. The State requires the following due dates on Contractor prepared documents and drafts:

<u>Item</u>	<u>Date</u>
1. Working Draft Statewide Combined State Plan	December 7, 2015
2. Final Draft Statewide Combined Plan	January 4, 2016
3. Final Statewide Combined Plan	February 26, 2016
4. Regional and Local Planning Guidance	February 8, 2016
5. Asset Map	April 15, 2016
6. High Quality Partnerships Business Summit	May 2016
7. Regional Plans	October 3, 2016

The proposal submitted by the Respondent must include:

A narrative, not to exceed twenty (20) double-spaced pages, encompassing the following:

- Identify the key requirements of a Combined State Plan as prescribed by WIOA, highlighting the primary issues that should be addressed by the SETC and LWD (approx. 1 - 2 pages);
- Describe the organization’s experience and prior involvement in workforce development planning, guidance, technical assistance, and facilitation of group discussions involving multiple stakeholder groups at the State and/or Federal level (approx. 1 - 2 pages);
- Describe the qualifications, knowledge and experience of the organization’s staff member(s) that will be assigned to each deliverable(a-j) under this initiative (approx. 1 page);
- Provide a plan, outline and timeline for the development of planning, guidance, facilitated discussions, and creation of the documents necessary to meet the NJ Blueprint for Talent Development, (approx. 10 pages) detailing how the organization would:
 - Develop the structure for the planning, facilitated discussions of subject matter experts, thus creating the state and regional guidance, and authoring the state and regional plans, as well as creating local area guidance inclusive of the work of multiple agencies and stakeholders; and
 - Address all items under Section 2.0 – Scope of Work – including Titles and items 1-7.
- Detail a plan on the approach of gathering pertinent information to develop an Industry Sector Strategy Asset Map of education, training and economic development investments in New Jersey, with a focus on Career Pathways (approx. 1-2 pages); and
- Detail a plan for the planning and implementation of the High Quality Partnership Business Summit. The event, planned for May of 2016 will be inclusive of education and industry leadership to introduce HQP and provide networking to increase the number of

viable partnerships (approx. 1-2 pages).

3.1 Organizational Support and Experience

The Respondent 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 Respondent's qualifications, and capabilities to perform the services required by this RFQ. This section of the quotation must minimally contain the information identified below.

3.2 Location

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

3.3 Organization Charts

a. **Contract-Specific Chart.** The Respondent should include a contract organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

B. **Chart for Entire Firm.** The Respondent should include an organization chart showing the Respondent's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Respondent's overall organizational structure.

3.4 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:

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

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

The Respondent should provide detailed resumes for each individual conducting training that demonstrates knowledge, ability and experience relevant to training.

3.5 Backup Staff

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

In the event the Respondent must hire management, supervisory and/or key personnel if awarded the contract, the Respondent 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.

3.6 Financial Capability Of The Respondent

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

If the information is not supplied with the quotation the State may still require the Respondent submit it. If the Respondent fails to comply with the request within 48 hours, the State may deem the quotation non-responsive.

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

4.0 Price Schedule

The Respondent must submit its pricing using the format set forth in the LWD supplied price schedule accompanying this RFQ. Failure to submit all information required will result in the quotation/proposal being considered non-responsive. Each Respondent is required to hold its prices firm through issuance of contract.

4.1 Method Of Providing Quotation

The Respondent must quote each price line in order to be considered for award. Failure to quote each price line may result with the quotation deemed non-responsive.

4.1.1 General

Quotations/proposals including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFQ or the State's NJ Delegated Purchasing Authority Terms and Conditions may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFQ will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to notice of intent to award, the LWD notifies the Respondent of any such term or condition and the conflict it poses, the LWD may require the Respondent to either withdraw it or withdraw its quotation. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the quotation and a term or condition of the Delegated Purchasing Authority Terms and Conditions, the term or condition of the Delegated Purchasing Authority Terms and Conditions will prevail; and
- b) if the result of the application of a supplemental term or condition included in the quotation would diminish the State's rights, the supplemental term or condition will be considered null and void.

In order to be considered, a quotation must arrive at the LWD Procurement Unit in accordance with the instructions on the RFQ Agency Request for Quotation form.

The respondents are cautioned to allow adequate delivery time to ensure timely delivery of quotations. Late quotations/proposals are ineligible for consideration. Refer to section QUOTATION SUBMISSION.

Quotation/proposal responses received after RFQ submission due date will be deemed non-responsive.

4.2 Quotation/Proposal Content

The quote/proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 3.3 and 3.4)

Section 2 - Technical Proposal (Section 3.0)

Volume 2

Section 3 – Price Schedule (Section 4.0)

4.3 Forms That Must Be Submitted With Quotation

The following required forms can be found at the New Jersey Department of the Treasury, Division of Purchase and Property, website. This RFQ provides the form website links.

Consolidated DPA Forms Packet

All Respondents shall review and complete the Consolidated DPA Forms. http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf

- Information Sheet and Certification for Delegated Purchasing Authority Transactions
 - Ownership Disclosure Form
 - Disclosure of Investigations and Actions Involving Bidder Form
 - Disclosure of Investment Activities in Iran Form
 - Source Disclosure Certification Form
 - MacBride Principles Certification Form
 - Affirmative Action Supplement Form
 - Delegated Purchasing Authority Terms and Conditions
 - Vendor Certification and Political Contribution Disclosure Form
 - Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form

4.3.1 Agency Request For Quotation Form

Failure to comply may result in rejection of the quotation.

The Respondent shall complete and submit the AGENCY REQUEST FOR QUOTATION FORM provided with this RFQ. The form shall be signed by an authorized representative of the Respondent.

4.3.2 No Subcontractor Certification

For a quotation that does NOT include the use of any Subcontractors, by signing the RFQ Signatory Page the Respondent is automatically certifying that:

1. In the event the award is granted to Respondent's firm and the Respondent 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 State of NJ Delegated Purchasing Authority Terms and Conditions, the Respondent will submit a Subcontractor Utilization Plan form for approval to the State Contract Manager in advance of any such engagement of Subcontractors.
2. If the contract is a small business subcontracting set-aside, the Respondent certifies that in engaging Subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.3.3 Non-Collusion

By submitting a quotation, the Respondent 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, Respondent or potential Respondent.
- 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 Respondent or potential Respondent, 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, or 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.
- e. The Respondent, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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.

4.3.4 New Jersey Business Ethics Guide Certification

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Delegated Purchasing Authority Terms and Conditions. The guide can be found at:

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

By signing the Agency RFQ Form the Respondent automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.3.5 Potential Problems

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

4.4 Pricing

The Respondent must submit its pricing on the State supplied Price /Schedule.

All proposals submitted for consideration under this initiative must include firm, fixed pricing that identifies the costs, and provides sufficient details, through a narrative, to support the costs and show a direct correlation to deliverables. The pricing should reflect all costs anticipated in an effort to deliver the required events, documents and outcomes. Note: The pricing should also clearly identify the title and hourly rate of all individuals assigned to each deliverable identified in the Scope of Work.

4.5 Billing

Invoicing by Contractor and payments by LWD will be governed by the terms and conditions defined within the existing contract.

- a. All invoices should reflect actual work completed by payment date.
- b. All invoices must be approved for payment by the State Project Manager

4.6 Payment

Payment for services will be made in accordance with the New Jersey Prompt Payment Act (P.L.1987, c. 184)

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the State of NJ Standard Terms and Conditions accompanying this RFQ.

In the event of a conflict between the provisions of this RFQ, including the Special Contractual Terms and Conditions and the State of NJ Delegated Purchasing Authority Terms and Conditions, and any addendum to this RFQ, the addendum shall govern.

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

5.2 Contract Term

The term of the contract shall be for a period of **approximately one (1) year, or until all deliverables have been submitted by the Contractor and accepted by the State.** The anticipated "Contract Effective Date" is on or about November 1, 2015. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Respondent agrees to accept a contract for the full term of the contract.

5.3 Contract Amendment

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and approved by the LWD.

5.4 Contractor Responsibilities

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

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

5.5 Substitution of Staff

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

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

5.6 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Sections 3.1 of the State of NJ Delegated Purchasing Authority Terms and Conditions Terms and Conditions accompanying this RFQ.

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

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

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

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

5.7 Ownership Of Material

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

Should the Respondent 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 Respondent identifies such intellectual property ("Background IP") in its quotation, then the Background IP owned by the Respondent on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Respondent. Upon contract award, the Respondent or Contractor shall grant the State a

nonexclusive, perpetual royalty free license to use any of the Respondent/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.8 Security And Confidentiality

5.8.1 Data Confidentiality

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

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

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

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

5.8.1.1 Contractor's Confidential Information

a) The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b) By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's quotations Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c) A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d) The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e) In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f) In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.

5.9 News Releases

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

5.10 Advertising

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

5.11 Licenses and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Respondent in its quotation.

5.12 Claims and Remedies

5.12.1 Claims

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

5.12.2 Remedies

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

5.12.3 Remedies For Failure To Comply With Material Contract Requirements

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

5.13 Late Delivery

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

5.14 Modifications And Changes To The State Of NJ DPA Terms And Conditions

5.14.1 Indemnification

Section 2.2 of the DPA Terms and Conditions is supplemented with the following:

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The 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 the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.2 of the DPA Terms and Conditions.

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

5.14.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the DPA Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 Quotation Evaluation

6.1 Right To Waive

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

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) in the sole discretion of the LWD, the failure to comply with the requirement does not materially affect the procurement or the LWD's interests associated with the procurement.

6.2 LWD's Right of Final Quotation Acceptance

The LWD 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 LWD to do so. The LWD shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions consistent with N.J.S.A. 52:34-12. Tie quotations will be awarded by the LWD consistent with N.J.A.C.17:12-2.10.

6.3 LWD'S Right To Request Further Information

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

6.4 Quotation Evaluation Committee

Quotations may be evaluated by an Evaluation Committee composed of, in part, members from the SETC and LWD.

6.5 Oral Presentation and/or Clarification Of Quotation

After the submission of quotations, unless requested by the State Contract Managers noted below, vendor contact with the LWD is still not permitted.

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

The Respondent may be required to give an oral presentation to the LWD concerning its quotation.

Respondents may not attend the oral presentations of their competitors.

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

6.6 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.6.1 Technical Evaluation Criteria

- a. Personnel: The qualifications and experience of the Respondent'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 Respondent's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Respondent's demonstration in the quotation that the Respondent understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

6.6.2 Respondent's Price Schedule

For evaluation purposes, respondents will be ranked according to the total quotation price located on the Price Sheet/Schedule accompanying this RFQ.

6.6.3 QUOTATION DISCREPANCIES

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

6.6.4 Evaluation of the Quotations/Proposals

All Quotations/Proposals will be evaluated based on respondents meeting all of the mandatory requirements of this RFP. Respondents must adhere to the following:

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

Should – Denotes that which is recommended, not mandatory.

After the Evaluation Committee completes its evaluation, it recommends to the Assistant Commissioner for award to the responsible Respondent whose quotation/proposal, conforming to this RFQ, is most advantageous to the LWD/SETC, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the LWD. The LWD may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the LWD reserves the right to negotiate price reductions with the selected Respondent.

6.7 Negotiation and Best and Final Offer (BAFO)

After evaluating quotations, the LWD may enter into negotiations with one Respondent or multiple Respondents. 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 Respondent or multiple Respondents. Negotiations will be structured by the Division to safeguard information and ensure that all Respondents are treated fairly.

Similarly, the Division may invite one Respondent or multiple Respondent 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 Respondent's original quotation will be rejected as non-responsive and the State will revert to consideration and evaluation of the Respondent's original pricing.

The Respondent is advised to submit its best technical and price quotation in response to this RFQ since the State may, after evaluation, make a contract award based on the

content of the initial submission, without further negotiation and/or BAFO with any Respondent.

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

6.8 Complaints

A Respondent with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 Contract Award

7.1 Documents Required Before Contract Award

7.1.1 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) And Executive Order No. 117 (2008)

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, 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 awardee of the contract shall submit the Certification and Disclosure 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 contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee 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 awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFQ, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 Source Disclosure Requirements

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the State shall be performed within the United States, except when the Director 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.

Pursuant to the statutory requirements, the intended awardee 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 Certification form accompanies the subject RFQ. **FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE RESPONDENT.**

If any of the services cannot be performed within the United States, the Respondent shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Respondent 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.

7.1.2.1 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, the Contractor or Subcontractor, who had on 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, the 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 State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 Affirmative Action

The intended awardee 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 awardee(s) 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.

7.1.4 Business Registration

In accordance with N.J.S.A. 52:32-44(b), a Respondent and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFQ for further information.)

7.2 Final Contract Award

Contract award shall be made with reasonable promptness by written notice to that responsible Respondent whose quotation, conforming to this RFQ, is most advantageous to the LWD price,

and other factors considered. Any or all quotations may be rejected when the State Treasurer or the LWD determines that it is in the public interest to do so.

7.3 Insurance Certificates

The Contractor shall provide the LWD with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 2.3 of the State of NJ Delegated Purchasing Authority Terms and Conditions accompanying this Franc the supplemental requirements listed in section. Modifications and Changes to the State of NJ DPA Terms and Conditions

8.0 Contract Administration

8.1 Contract Manager

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

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

8.1.1 State Contract Manager Responsibilities

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