



Request for Proposals

Weather Forecasting Services Revised 3/22/24

	Date	Time
Due Date For Questions	March 13 th , 2024	2:00 PM
Submission Date	March 27th ^{April 2nd} , 2024	2:00 PM

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Dates are subject to change. All times contained in the RFQ refer to Eastern Time.
All changes will be reflected in Bid Amendments to the Request for Quotes posted on Using Agency website.

RFQ Issued By:
USING AGENCY

Date: March 22, 2024

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (Revised 02/08/2024) and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions (Revised 01/11/2022)

ATTACHMENTS:

- Exhibit 1 – Routine Weather Information Daily Forecast Form
- Exhibit 2 – Special Weather Conditions Forecast Format Form

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Transportation (Using Agency).

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for Weather Forecasting Services.

This is a re-procurement of the services provided under the previously awarded State Contract T1122- Weather Forecasting Services for NJDOT, due to expire on June 30, 2024.

It is the intent of the State to award one (1) Contract to that responsible Bidder whose Quote, conforming to this RFQ is most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) Waiver Supplement to the Standard Terms and Conditions (3) State of New Jersey Standard Terms and Conditions, and (4) the Quote. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

The Using Agency 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

A Bidder shall submit questions only to the Using Agency designee by email dot-ems_bid_procurement@dot.nj.gov . The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

2.2 AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Amendment will become part of this RFQ and part of any Contract awarded. Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected. Bidders shall submit quotes to the Using Agency designee email dot-ems_bid_procurement@dot.nj.gov.

3.2 BIDDER RESPONSIBILITY

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

3.3 QUOTE CONTENT

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

- Forms
- Technical Quote; and
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.4 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

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

3.4.1 OWNERSHIP DISCLOSURE FORM

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

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

3.4.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

3.4.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder

does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.4 [MACBRIDE PRINCIPLES FORM](#)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

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

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

3.4.6 [SUBCONTRACTOR UTILIZATION PLAN](#)

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

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

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

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

3.4.7 [PAY TO PLAY PROHIBITIONS](#)

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), 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.

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. Failure to submit the required forms will preclude award of a Contract under this RFQ.

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.

3.4.8 [AFFIRMATIVE ACTION](#)

The intended Contractor and its named subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee

Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.4.9 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in *NJSTART*. In the event of an issue with a Bidder's Business Registration Certification Active status, *NJSTART* provides a link to take corrective action.

3.4.10 CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

3.5 TECHNICAL QUOTE

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

3.6 MANAGEMENT OVERVIEW

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

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

3.7 CONTRACT MANAGEMENT

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

3.8 CONTRACT SCHEDULE

Not applicable to this procurement.

3.9 DRAFT CONTINGENCY PLAN

The Bidder should submit a draft contingency plan with their quote submission. The Bidder's contingency plan should demonstrate, should its operating facility be affected by a fire, flood, natural disaster, power outage, or any other circumstance which would render the facility inoperable, that all its resources and equipment utilized to provide the services required by this RFQ, will be fully operational within 24 hours.

3.10 ORGANIZATIONAL EXPERIENCE

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

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

3.11 RESUMES

The Bidder should provide detailed resumes for the following position:

- A. Meteorologist – should demonstrate credentialed meteorological training from an accredited college, university, or military institution as well as experience in forecasting weather for entities responsible for winter road maintenance and snow/ice clearing operations.

In addition to the above, detailed resumes should be submitted for all other 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:

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

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

3.12 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

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

3.13 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ and located on the "Attachments" Tab.

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

The State-Supplied Price Sheet has been divided into five (5) price lines. The Bidder must submit a firm-fixed unit cost for each year (Year 1, Year 2, and Year 3) of each price line. Failure to submit all required pricing will result in the Bidder's Quote being deemed non-responsive and ineligible for award.

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

All price lines must be filled out in accordance with these instructions. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

4 SCOPE OF WORK

4.1 PERSONNEL REQUIREMENTS AND QUALIFICATIONS

The Contractor shall provide, at a minimum, the following meteorologists:

- A. Senior Meteorologist – Should possess, at a minimum, a bachelor’s degree in meteorology or Atmospheric Science with three (3) or more years of demonstrated experience in forecasting weather for entities responsible for winter road maintenance, snow removal, and/or ice clearing operations;
- B. Principle Meteorologist – should possess, at a minimum, a bachelor’s degree in meteorology or Atmospheric Science with two (2) or more years of demonstrated experience in forecasting weather for entities responsible for winter road maintenance, snow removal and/or snow/ice clearing operations; and
- C. Meteorologist - Should possess, at a minimum, a bachelor’s degree in meteorology or Atmospheric Science with two (2) or more years of demonstrated experience in forecasting weather for entities responsible for winter road maintenance, snow removal and/or snow/ice clearing operations.

The Contractor shall ensure that all meteorologists assigned to provide the services required by this RFQ, are certified by the American Meteorologist Society (AMS) and training from an accredited college, university, or military institution. Interns, students, or observers shall not be utilized for forecast preparation at any point during the Contract term.

All meteorologists assigned to work under this Contract must be qualified and capable of performing all services required by this Scope of Work. The State reserves the right to require the Contractor to replace any meteorologist assigned to work on this Contract that is deemed by the SCM to be unqualified or incapable of performing the services required by this Scope of Work.

4.2 CONTRACTOR ON-SITE REQUIREMENTS

The Contractor shall:

- A. Assign, at a minimum, two (2) meteorologists, one (1) for each shift, from October 1st through April 30th for each year of the Contract, to New Jersey on each shift rotation who will act as the main point of contact on each shift they are on, 24/7, 7 days a week. The Senior Meteorologist on duty shall be the principal forecaster and contact for NJDOT. A third, backup Meteorologist shall be made available and trained, specifically for NJ in the event that both Meteorologists are not available.
- B. The Contractor shall have data circuits, which shall include the following, readily available:
 - 1. National Weather Service (NWS)
 - 2. National Oceanic & Atmospheric Administration (NOAA)
 - 3. Domestic data service; and
 - 4. Public products circuits, or if not available, the FAA 604 Data Circuit.

The system shall be designed to ensure that it can incorporate weather and road data from other disparate sources such as the Department’s AVL (Automatic Vehicle Locator) system, RWIS (Road Weather Information Station), MRWIS (Mobile Road Weather Information Station), Connected Vehicle Projects, etc.

The forecast facility shall have access to the NWS charts, graphs, and model output through weather service radars. The Contractor shall have a weather analysis computer system capable of providing an accurate and timely weather forecast.

4.3 COMMUNICATION PLAN

The Contractor shall provide all forecast information in a variety of communication mediums to ensure that the NJDOT receives forecast information in the manner and timeframes specified.

~~The Contractor shall:~~

- ~~A. Provide both weather forecast and observation data in netCDF (network Common Data Form) format to the NJDOT’s Maintenance Decision Support System (MDSS);~~

~~Note: Information about NetCDF can be found at this Web address: <https://www.unidata.ucar.edu/software/netcdf/>.~~

B.A. Provide all forecasts and special advisories via both fax at 609-588-2511 to the Central Dispatch Unit (CDU) and via e-mail to addresses to be determined by the NJDOT upon award;

B.B. Establish a toll-free telephone number (800, 866, or 888), which shall be made available to NJDOT personnel for use as needed; and

B.C. In cases of severe or adverse weather conditions, verify that faxes and e-mails were received with follow-up telephone calls to the CDU Supervisor. The NJDOT reserves the right to change notification procedures as necessary throughout the term of the Blanket P.O.

The State Contract Manager (SCM) will provide the Contractor with contact information such as names, e-mail addresses, and telephone and fax numbers upon the effective date of this Blanket P.O.

4.3.1 INTERNET SERVICES

The Contractor shall develop and maintain a password-protected online Internet website to provide real-time weather information and forecasts to NJDOT personnel.

- A. The service shall include the monitoring of temperature, humidity, and storms such as but not limited to rain, snow, hail, wind (including speed, gusts, and direction), heat, fog, and any type of weather condition that could potentially affect the transportation industry;
- B. Access to the complete NWS family of service data, domestic data service, public products service, and hourly color satellite imagery and radar imagery shall be included within the website;
- C. Website capabilities shall include:
 - 1. Password protection;
 - 2. Display of satellite and radar imagery of national and local radars;
 - 3. Scaling ability (zoom in/out, directional movement) for satellite radar imagery;
 - 4. Time-lapse animation of satellite and radar imagery;
 - 5. Continuous updates of live regional composite radar;
 - 6. Locally generated base maps of New Jersey regions, sub-regions, divisions, and districts overlain with enhanced radar display;
 - 7. Data requests in a customized subset as defined in written request by NJDOT;
 - 8. The latest two (2) routine service forecasts;
 - 9. Two (2) snow/ice alerts – current and previous;
 - 10. Latest pavement forecasts for all NJDOT specified sites (during the winter season only);
 - 11. Precipitation timing map in three (3) hour increments – showing start and end times of snow/ice;
 - 12. Snow accumulation map in three (3) hour increments – showing snow accumulations predicted; and
 - 13. Radar forecasts for the next 24 hours (rolling/moving 24 hours).
- D. Internet service shall have the capability to support 75 concurrent-use licenses.

4.3.2 FINAL CONTINGENCY PLAN OF OPERATION

The Contractor shall furnish to the SCM, within five (5) business days of Blanket P.O. award, a final contingency plan to be deployed should its operating facility be affected by a fire, flood, natural disaster, power outage, or any other circumstance which would render the facility inoperable. The Contractor's contingency plan must ensure that all of the resources/equipment it utilizes for this Blanket P.O. will be fully operational within 24 hours.

The SCM reserves the right to reject the Contractor's submitted contingency plan and require changes to the plan prior to re-submittal. The Contractor shall ensure that the revised contingency plan is resubmitted to the SCM within 10 business days.

4.4 TRAINING

The Contractor shall develop and perform an annual instructional class focusing on general weather information, forecaster terminology, and understanding forecasts for the NJDOT.

- A. Three (3) weeks prior to the first (1st) class, the Contractor shall submit a course outline and copies of course-related handouts to the SCM for approval. The SCM reserves the right to reject the submitted training material and require changes, which shall be resubmitted no later than one (1) week prior to the first class;
- B. Classes shall take place in each of the NJDOT's three (3) regions:
 - 1. North Region – 200 Stierli Court, Mt. Arlington, NJ 07856-1322;
 - 2. Central Region – 1035 Parkway Avenue, Trenton, NJ 08625; and
 - 3. South Region – 1 Executive Campus, Route 70 West, Cherry Hill, NJ 08002.
- C. The instructional class shall be conducted by a qualified forecaster supplied by the Contractor, subject to SCM approval, and cover topics including, but not be limited to:
 - 1. Use and interpretation of real time pavement information;
 - 2. Procedures for retrieval of real time, forecast, and other weather data;
 - 3. The use and interpretation of weather radar information;
 - 4. Typical winter weather patterns affecting the State of New Jersey; and
 - 5. Hands-on training using devices currently in use for the retrieval of weather information by NJDOT personnel.
- D. The class shall be a minimum of one (1) hour in length and be conducted annually during the term of the Blanket P.O. in each of the three (3) regions. Exact dates and times shall be determined by the Contractor in conjunction with the SCM and shall be subject to the final approval of the SCM.

Upon request of the SCM, additional training sessions shall be provided by the Contractor at the original awarded pricing.

4.5 ROUTINE WEATHER SERVICE

The Vendor {Contractor} shall maintain an archived compilation of all forecasts provided to NJDOT under this Blanket P.O.

- A. A compiled forecasts file shall be provided to the SCM, in PDF format, on a monthly basis within 30 calendar days from the end of the preceding month; and
- B. An annual snowfall summary shall be provided on an 8 ½" x 11" map of the State at the conclusion of each winter season, but no later than May 15th of each year.

4.5.1 ONCE DAILY FORECAST - MAY 1ST THROUGH SEPTEMBER 30TH

The Contractor shall develop and transmit one (1) detailed weather forecast for each of the three (3) NJDOT regions, to all NJDOT Operation employees, every calendar day at 0700 hours beginning May 1st and ending September 30th of each year (Once Daily Forecast).

- A. The Contractor shall provide the Once Daily Forecast in the format provided in Exhibit #1 - Routine Weather Information Daily Forecast Format;
- B. The Forecaster Comments shall precede all forecasts and notifications;
- C. The Once Daily Forecast shall provide expected weather conditions for the following 36-hour period and include:
 - 1. Weather forecasts;
 - 2. Map summary;
 - 3. Air temperatures (Fahrenheit);
 - 4. Wind direction and speed;
 - 5. Precipitation type and amounts; and
 - 6. Any other additional pertinent information.
- D. The Once Daily Forecast shall also include a five (5) day extended forecast consisting of a general summary of expected conditions along with statewide temperature ranges and anticipated precipitation type and amounts. The Contractor shall also provide forecast information at the sub-regional level upon request by NJDOT.

4.5.2 TWICE DAILY FORECAST - OCTOBER 1ST THROUGH APRIL 30TH

During the period from October 1st through April 30th of each year, the Contractor shall develop and transmit a detailed weather forecast for each of the three (3) regions to NJDOT every calendar day, seven (7) days per week, twice daily, at 0700 hours and at 1400 hours (Twice Daily Forecast).

- A. The Contractor shall provide the Twice Daily Forecast in the format provided in Exhibit #1 - Routine Weather Information Daily Forecast Format;
- B. The Forecaster Comments shall precede all forecasts and notifications;
- C. The Twice Daily Forecast shall provide expected weather conditions for the following 36-hour period and include:
 - 1. Weather forecasts;
 - 2. Map summary;
 - 3. Probability of precipitation;
 - 4. Air temperatures (Fahrenheit);
 - 5. Wind direction and speed;
 - 6. Precipitation type and amounts;
 - 7. Other additional pertinent information;
 - 8. Probability of accumulating snow or ice;
 - 9. Probability of two (2) inches or more of accumulating snow; and
 - 10. Probability of four (4) inches or more of accumulating snow.

- D. The Twice Daily Forecast shall also include a five (5) day extended forecast consisting of a general summary of expected conditions along with statewide temperature ranges and anticipated precipitation type and amounts. The Contractor shall also provide forecast information at the sub-regional level upon request by NJDOT.

4.6 IMPENDING HAZARDOUS WEATHER/STORM-EVENT SPECIAL FORECAST

The Contractor shall provide and transmit to NJDOT special forecasts any time snow, ice, or hazardous weather conditions are included in either a Once Daily or Twice Daily Forecast.

The special forecast shall be issued as a separate forecast and not in conjunction with the Once Daily or Twice Daily Forecast. It shall be provided using the format specified by Exhibit #2 - Special Weather Forecast Format. The Forecaster Comments shall precede all forecasts and notifications.

- A. The special forecast information shall be provided by region and sub-region and shall include the following:
1. The starting time of the storm and duration;
 2. Precipitation, expected severity, accumulations, and other pertinent descriptions;
 3. Air temperatures (Fahrenheit) expected up to and during the storm at three (3) hour intervals;
 4. Wind velocity and direction;
 5. If snow, indicate type (wet/dry), intensity (light, moderate, heavy), intensity per hour in inches, accumulation expected, chance of drifting, and the probabilities of more than two (2) inches and more than four (4) inches;
 6. Anticipated pavement conditions;
 7. If other precipitation, specify the type and changeover;
 8. Humidity conditions;
 9. Dew point;
 10. Rain/snow line;
 11. Any anticipated special problems; and
 12. Special announcements, which must include the probability expressed in a percentage (%) of accumulating snow.

4.6.1 SPECIAL ADVISORIES

The Contractor shall provide special advisories to the NJDOT for any pending adverse weather conditions. The Forecaster Comments shall precede all forecasts and notifications.

- A. Adverse weather conditions resulting in a special advisory shall include the following:
1. Heavy rains;
 2. Severe thunderstorms;
 3. Flooding;
 4. Hurricanes and tropical storms;
 5. Tornado;
 6. High winds;
 7. Adverse pavement conditions (i.e. black ice, frost, etc.); and

8. Fog with poor visibility.
- B. The information provided for these conditions shall include the following:
1. General conditions;
 2. Precipitation, amounts, intensity;
 3. Wind conditions;
 4. Estimated starting and ending times; and
 5. Roadway and air temperatures for any adverse pavement conditions.

4.7 WINTER WEATHER EVENT UPDATES

The Contractor shall provide and transmit to NJDOT winter weather event updates any time a special forecast, alert, or advisory is issued from October 1st through April 30th. Additionally, the SCM reserves the right to require the Contractor to provide updates in accordance with Bid Solicitation Section 4.7, subsections included, for an event occurring during May 1st to September 30th, if deemed necessary by the SCM. The Forecaster Comments shall precede all forecasts and notifications.

- A. Upon issuance of a special forecast, alert or advisory, the Contractor shall provide updated forecasts to NJDOT during the event as follows:
1. At the following intervals - Eastern Standard Times: 0100, 0400, 0700, 0930, 1300, 1600, 1900, and 2130 hours; and
 2. As necessitated due to significant changes in the forecast.
- B. The Contractor shall provide updates using the format presented in Exhibit #2-Special Weather Conditions Forecast Format Form and shall include the following:
1. General storm conditions;
 2. Duration of storm;
 3. Type and amount of expected precipitation. If snow, indicate (wet/dry) intensity (light, moderate, heavy), intensity per hour in inches, total accumulation expected and probabilities of more than two (2) inches and more than four (4) inches;
 4. Times of critical changeovers in precipitation;
 5. Air temperatures (Fahrenheit), current and expected;
 6. Wind velocity and direction;
 7. Additional accumulations expected and probability;
 8. Estimated times of when icing or freezing conditions are expected on Viaducts or bridge decks;
 9. When necessary, humidity factors and fog conditions;
 10. Rain/snow line;

11. Any anticipated special problems; and

12. Any additional information required by NJDOT.

- C. All information shall be provided for each region and sub-region. All forecasts, updates, alerts, or warnings shall contain complete information (repeated if necessary) and not refer to previous forecasts, alerts, or warnings.

4.7.1 POST-WINTER STORM EVENT

For all events specified by Bid Solicitation Section 4.7, the Contractor shall provide post-storm weather forecasts at three (3) hour intervals for an additional six (6) hours after the end of all precipitation in the format provided in Exhibit #2-Special Weather Conditions Forecast Format Form.

- A. The information provided by the Vendor {Contractor} shall include the following:

1. Air temperature (Fahrenheit) expected;
2. Wind conditions, especially if drifting is a factor;
3. General weather conditions; and
4. A forecast for the next 36 hours.

4.7.2 POST WINTER STORM-EVENT FORECAST REVIEW AND CRITIQUE

The Contractor shall provide a written narrative forecast review and critique for each storm event specified by Bid Solicitation Section 4.7.

- A. The information provided by the Contractor shall include the following:

1. The margin of error by region, for start times, end times, snow accumulations, air temperatures, and pavement temperatures;
2. The baseline forecast used to determine accuracy shall be the first storm event forecast issued six (6) hours prior to the earliest start time statewide; and
3. The forecast review and critique shall be provided to the SCM within 24 hours of the end time of the event.

4.8 DETAILED PAVEMENT SENSOR MODEL

The Contractor shall have a pavement forecast model capable of forecasting pavement temperatures for 24 hours into the future.

- A. The model shall account for factors affecting pavement temperature including, but not limited to:

1. Solar radiation;
2. Infrared radiation from the clear atmosphere and clouds;
3. Heat transport for turbulent movement of the atmosphere;
4. Latent heat transport;
5. Heat transport from the ground below the pavement; and
6. Long wave radiation emitted from the pavement surface.

- B. The model shall also account for Albedo of pavement and emissivity and the differences between elevated pavement, such as bridge decks, and the regular road pavement.

4.9 DETAILED PAVEMENT SENSOR forecast

The Vendor {Contractor} shall provide forecasting services for areas adjacent to all NJDOT Road Weather Information System (RWIS) sensor sites.

- A. A list of the current 52 RWIS sites will be provided to the Vendor {Contractor} upon award. NJDOT reserves the right to add or remove RWIS sensor sites throughout the term of the Blanket P.O. Payment for these services will be per site per month in accordance with Line No. Four (4) of the State-Supplied Price Sheet;
- B. The Vendor {Contractor} will be provided access to data collected by the RWIS sensor sites and shall incorporate this data into its forecasting model that shall be available from October 1st through April 30th of each year;
- C. In instances when data from the RWIS is unavailable, the Vendor {Contractor} shall use appropriate alternative meteorological resources to generate forecasts;
- D. The Vendor {Contractor} shall provide 24-hour pavement temperature and condition forecasts for all of the NJDOT RWIS sensor sites from October 1st through April 30th of each year. The pavement forecasts shall include the following:
 - 1. Written description of the sensor location;
 - 2. Pavement temperature forecast for the next 24 hours in minimum one (1) hour increments in graphical form;
 - 3. Indicator, flag, or marker of when the pavement temperature prediction is below freezing;
 - 4. Precipitation and pavement condition forecast in text format. This must cover any prediction for precipitation, dry pavement, wet pavement, ice, or snow;
 - 5. Wind speed and direction forecast covering every three (3) hours for the next 24 hours;
 - 6. Air temperature and wind chill factor forecast every three (3) hours for the next 24 hours; and
 - 7. Forecaster's narrative of the predictions for the sensor system and its vicinity over the next 24 hours.
- E. If any precipitation is anticipated or adverse road conditions are expected during the period from October 1st through April 30th of each year, a pavement forecast shall be transmitted to NJDOT in conjunction with the 1430 hour Twice Daily Forecast; and
- F. Once an alert or warning is issued, a pavement forecast shall be generated and updated every three (3) hours thereafter until the cancellation of the event.

4.10 ADDITIONAL WEATHER-RELATED SERVICES

The Contractor shall provide additional weather services to NJDOT upon request. If requested, the additional services specified below shall be provided at no additional cost to the State. Additional weather-related services not specified below or by the Scope of Work (Section 4.0) would fall under Bid Solicitation Section 5.16 (Additional Work And/Or Special Projects).

The additional weather-related services required by this section include the following:

- A. Historical data (including dates prior to the Blanket P.O. period);
- B. Storm summaries;
- C. Monthly, seasonal, or annual weather summaries;
- D. Weather maps;
- E. Radar summary;

F. Climatological data; and

G. Special forecasts for operations such as paving, striping, etc.

5 GENERAL CONTRACT TERMS

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

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of three (3) years.

This Contract may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 180 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 DELIVERY TIME AND COSTS

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

5.4 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your [NJSTART](#) Vendor Profile. Please refer to the Quick Reference Guide entitled "Vendor Profile Management – Company Information and User Access" for instructions. The Quick Reference Guide is available on the [NJSTART Vendor Support Page](#).

6 QUOTE EVALUATION AND AWARD

6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

6.2 TIE QUOTES

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

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

6.4 STATE'S RIGHT TO CHECK REFERENCES

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

6.5 EVALUATION CRITERIA

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

6.5.1 TECHNICAL EVALUATION CRITERIA

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

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

6.5.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this RFQ.

6.6 QUOTE DISCREPANCIES

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

6.7 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. information contained in Vendor performance records;
- C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

6.8 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Using Agency will recommend to the Director of the Division of Purchase and Property for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

6.9 CONTRACT AWARD

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

7 GLOSSARY

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

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

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

Bid Amendment – Written clarification or revision to this RFQ issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

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

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

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

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

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

Commercial off the Shelf Software or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

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

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.

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

Disabled Veterans' Business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract - means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

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

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Internet of Things (IoT) - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

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

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

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

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

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

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

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by

electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Retainage – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees;

and has gross revenues falling in one (1) of the six (6) following categories:

For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small Business Set-Aside Contract – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated.” N.J.S.A. 52:32-19.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS - means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

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

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

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

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

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

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

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

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

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

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

Vendor – Either the Bidder or the Contractor.

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

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