



**Bid Solicitation/Request for Quote #08-05-25-NJDA**

**One Health Needs Assessment Workshop for the New Jersey  
Department of Agriculture**

	Date	Time
<b>Due Date For Questions:</b>	<b>August 18, 2025</b>	<b>5:00 PM</b>
<b>Submission Date:</b>	<b>August 18, 2025</b>	<b>5:00 PM</b>

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 NJDA website.

Prospective Bidders are advised that written questions and Quotes are only accepted by email at [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov).

**RFQ Issued By:**

State of New Jersey  
Department of Agriculture  
Office of the Secretary PO  
Box 330 Trenton, NJ 08625

Date: August 5, 2025

# TABLE OF CONTENTS

<b>1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES (RFQ).....</b>	<b>5</b>
<b>1.1 PURPOSE, INTENT AND BACKGROUND .....</b>	<b>5</b>
<b>1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS.....</b>	<b>6</b>
<b>2 PRE-QUOTE SUBMISSION INFORMATION.....</b>	<b>6</b>
<b>2.1 QUESTION AND ANSWER PERIOD.....</b>	<b>6</b>
<b>2.2 EXCEPTIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND/OR THE STATE OF NJ STANDARD TERMS AND CONDITIONS (STC).....</b>	<b>7</b>
<b>2.3 BID AMENDMENTS.....</b>	<b>7</b>
<b>3 QUOTE SUBMISSION.....</b>	<b>7</b>
<b>3.1 QUOTE DELIVERY AND FORMAT.....</b>	<b>7</b>
<b>3.2 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE .....</b>	<b>7</b>
<b>3.10.1 OFFER AND ACCEPTANCE PAGE .....</b>	<b>8</b>
<b>3.10.2 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND WAIVERED CONTRACTS/DELEGATED PURCHASE AUTHORITY SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS.....</b>	<b>8</b>
<b>3.10.3 OWNERSHIP DISCLOSURE FORM .....</b>	<b>8</b>
<b>3.10.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM.....</b>	<b>9</b>
<b>3.10.5 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM .....</b>	<b>9</b>
<b>3.10.6 MACBRIDE PRINCIPLES FORM.....</b>	<b>9</b>
<b>3.10.7 SERVICE PERFORMANCE WITHIN THE UNITED STATES .....</b>	<b>9</b>
<b>3.10.8 CONFIDENTIALITY/COMMITMENT TO DEFEND .....</b>	<b>9</b>
<b>3.10.9 SUBCONTRACTOR UTILIZATION PLAN.....</b>	<b>10</b>
<b>3.10.9.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT .....</b>	<b>11</b>
<b>3.10.10 PAY TO PLAY PROHIBITIONS.....</b>	<b>11</b>
<b>3.10.11 VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM (CHAPTER 271) .....</b>	<b>11</b>

3.10.12 AFFIRMATIVE ACTION .....	11
3.10.13 RESERVED .....	12
3.10.14 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE .....	12
3.10.15 BUSINESS REGISTRATION .....	12
3.10.16 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM.....	12
3.11 ITEMIZED PRICE SHEET/BUDGET .....	12
3.12 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS .....	13
3.12.1 DELIVERY TIME AND COSTS .....	13
3.12.2 METHOD OF BIDDING .....	13
4 SCOPE OF WORK.....	13
4.1 GENERAL REQUIREMENTS .....	13
4.1.1 STEP 1: STAKEHOLDER MAPPING AND POLICY FIELD ANALYSIS.....	14
4.1.2 STEP 2: CONVENE A MULTI-STAKEHOLDER PLANNING AND ANALYSIS WORKSHOP .....	14
4.1.3 STEP 3: FINALIZE, VALIDATE, AND REPORT OUT ON THE RESULTS ..	15
4.2 PURCHASING OF ADDITIONAL ITEMS FROM CONTRACTOR'S PRICE CATALOG .....	15
4.3 PRICE CATALOG UPDATES .....	15
4.4 REPLACEMENT OF UNSATISFACTORY SERVICE .....	15
4.5 SUBSTITUTION OF DISCONTINUED SERVICES.....	16
4.6 SUBSTITUTION OF SERVICES ON A TEMPORARY BASIS .....	16
5 GENERAL CONTRACT TERMS.....	16
5.1 CONTRACT TERM AND EXTENSION OPTION.....	16
5.2 CONTRACT TRANSITION .....	17
5.3 PERFORMANCE SECURITY .....	17
5.4 OWNERSHIP OF MATERIAL .....	17
5.5 SUBSTITUTION OF STAFF .....	18
5.6 DELIVERY TIME AND COSTS.....	19
5.7 ELECTRONIC PAYMENTS .....	19
5.8 RESERVED.....	19

<b>5.9 NOTICE OF EXECUTIVE ORDER 165 - REQUIREMENT FOR POSTING OF WINNING QUOTE AND CONTRACT DOCUMENTS.....</b>	<b>19</b>
<b>6 DATA SECURITY REQUIREMENTS - CONTRACTOR RESPONSIBILITY .....</b>	<b>19</b>
<b>7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND/OR MODIFICATIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS.....</b>	<b>19</b>
<b>8 QUOTE EVALUATION AND AWARD.....</b>	<b>20</b>
<b>8.1 RIGHT TO WAIVE .....</b>	<b>20</b>
<b>8.2 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE .....</b>	<b>20</b>
<b>8.3 CLARIFICATION OF QUOTE.....</b>	<b>20</b>
<b>8.4 TIE QUOTES.....</b>	<b>20</b>
<b>8.5 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES.....</b>	<b>20</b>
<b>8.6 STATE'S RIGHT TO CHECK REFERENCES .....</b>	<b>21</b>
<b>8.7 QUOTE EVALUATION COMMITTEE .....</b>	<b>21</b>
<b>8.8 EVALUATION CRITERIA .....</b>	<b>21</b>
<b>8.8.1 TECHNICAL EVALUATION CRITERIA .....</b>	<b>21</b>
<b>8.8.2 PRICE EVALUATION.....</b>	<b>21</b>
<b>8.9 QUOTE DISCREPANCIES .....</b>	<b>21</b>
<b>8.10 NEGOTIATION .....</b>	<b>22</b>
<b>8.11 BEST AND FINAL OFFER (BAFO).....</b>	<b>22</b>
<b>8.12 POOR PERFORMANCE .....</b>	<b>22</b>
<b>8.13 CONTRACT AWARD .....</b>	<b>23</b>
<b>9 GLOSSARY.....</b>	<b>23</b>
<b>9.1 CROSSWALK.....</b>	<b>23</b>
<b>9.2 DEFINITIONS .....</b>	<b>23</b>
<b>ATTACHMENT 1 - State of New Jersey Standard Terms and Conditions (2/8/2024) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (1/11/2022).....</b>	<b>31</b>

# 1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES (RFQ)

This Request for Quotes (RFQ) is issued by the Office of the Secretary, New Jersey Department of Agriculture (NJDA) on behalf of the NJ One Health Task Force (NJ OHTF).

Prospective Bidders are advised that Quotes are only accepted by email at [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov), and all file submissions must be in Microsoft compatible formats.

The awarded Contractor will be notified via email. Payments shall be issued through ACH transfer, electronic checks, or checks.

## 1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for planning, conducting, and analyzing the results of a One Health needs assessment workshop using a collaborative mapping, analysis, and action planning tool that provides a standardized and participatory approach to strengthening complex, multi-stakeholder systems. After the workshop has been convened, bidders shall produce one written “One Health Action Plan” and one written “Final Report.” Interested parties can review the “One Health Systems Mapping and Analysis Resource Toolkit (OH-SMART)” at the following link for more information: [Strengthening multi-sectoral collaboration on critical health issues: One Health Systems Mapping and Analysis Resource Toolkit \(OH-SMART\) for operationalizing One Health | PLOS One](#)

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

The State of New Jersey Standard Terms and Conditions (STCs) included with this RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

Per P.L. 2021, Ch. 117, NJDA provides administrative support to the NJ One Health Task Force (NJ OHTF), which recently approved its Strategic Plan with a goal to identify gaps, strengths, and priority issues in One Health coordination among New Jersey’s human, animal, plant, and ecosystem health professionals. A needs assessment workshop is identified as the optimal way to accomplish this objective.

The NJDA was allocated funding by the NJDOH (federally approved H5N1/Avian Flu Crisis Grant, FAIN #-NU90TP922318, Award #-1 NU90TP922318-01-00, effective 1/17/25 through 1/16/26) with one of the approved activities being a New Jersey One Health Needs Assessment Workshop.

## **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 as issued; (2) the responses to questions received as described in Section 2.1; and (3) the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions; (4) State of New Jersey Standard Terms and Conditions; (5) the Quote; (6) any bidder responses to clarifications, if applicable; (7) a Bidder's Best and Final Offer; (8) other negotiated document(s); and/or (9) third party document(s). In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

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

## **2 PRE-QUOTE SUBMISSION INFORMATION**

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

### **2.1 QUESTION AND ANSWER PERIOD**

The New Jersey Department of Agriculture (NJDA) will accept questions and inquiries from all potential Bidders. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ.

Bidders may submit questions by email to [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov) or by phone at (609) 913-6623. The cut-off date for questions and inquiries relating to this RFQ is August 13, 2025. Answers to questions will be provided informally (e.g., via phone or email) where possible, but any substantive clarifications or changes will be issued by Addendum and emailed to all known potential Bidders or posted on the NJDA website. 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 NJDA website.

## **2.2 EXCEPTIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND/OR THE STATE OF NJ STANDARD TERMS AND CONDITIONS (STC)**

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

## **2.3 BID AMENDMENTS**

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

## **3 QUOTE SUBMISSION**

### **3.1 QUOTE DELIVERY AND FORMAT**

Quotes must be submitted by email to [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov) by COB on August 13, 2025. Quotes received after the Submission Date and Time will not be considered.

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.

### **3.2 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE**

The successful Bidder is required to complete and submit all of the forms, registrations, and certifications found on <https://www.nj.gov/agriculture/grants/RFQ-One-Health-08-05-25-NJDA.shtml>. Bidders are encouraged to submit the required forms with the Quote. If not submitted 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.

All required forms can be found on the above linked website. Bidders should email signed and completed forms to [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov).

### **3.10.1 OFFER AND ACCEPTANCE PAGE**

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

### **3.10.2 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND WAIVERED CONTRACTS/DELEGATED PURCHASE AUTHORITY SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

The Bidder should complete and submit the State of New Jersey Standard Terms and Conditions and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business days of the State's request or the State may deem the Quote non-responsive.

The terms and conditions established in the State of New Jersey Standard Terms and Conditions apply to all contracts or purchase agreements made with the State.

The Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions shall apply to all contracts or purchase agreements made with the State under N.J.S.A. 52:34-9 or -10.

### **3.10.3 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder shall disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form; (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; 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. 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.



### **3.10.4 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 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 on the list. 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.

### **3.10.5 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form to provide a detailed, written description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector client during the last 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.

### **3.10.6 MACBRIDE PRINCIPLES FORM**

The Bidder should submit the MacBride Principles Form certifying that either it has no business operations in Northern Ireland, 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.

### **3.10.7 SERVICE PERFORMANCE WITHIN THE UNITED STATES**

Not applicable to this procurement.

### **3.10.8 CONFIDENTIALITY/COMMITMENT TO DEFEND**

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a redacted version.

### **3.10.9 SUBCONTRACTOR UTILIZATION PLAN**

Not applicable to this agreement.

### **3.10.9.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT**

Not applicable to this procurement.

### **3.10.10 PAY TO PLAY PROHIBITIONS**

Not applicable to this procurement.

### **3.10.11 VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM (CHAPTER 271)**

Pursuant to N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005, c. 271), the intended Contractor shall disclose a list of political contributions that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (19:44A-1 et al.) and that were made by the business entity during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution.

A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to any State, county, or municipal committee of a political party, any legislative leadership committee, or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

NOTE: Bidders are cautioned that the Chapter 51 and Chapter 271 Forms are not the same, and submission of one (1) does not satisfy a requirement for the other.

### **3.10.12 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](https://www.state.nj.us/treasury/contract_compliance/index.shtml).

### **3.10.13 RESERVED**

### **3.10.14 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE**

Not applicable to this procurement.

### **3.10.15 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.

If the Bidder does not have a valid Business Registration Certificate at the time of Quote submission, the Bidder must submit the BRC prior to Contract award (unless exempt) or the State may deem the Quote non-responsive.

### **3.10.16 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) the Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form along with its Quote certifying that either the Bidder is not engaged in prohibited activities in Russia or Belarus as defined by L. 2022, c. 3, or, if the Bidder is engaged in prohibited activities in Russia or Belarus, that the Bidder has been granted an exception to the prohibition by the New Jersey Department of the Treasury. 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.

A business entity that is unable at the time of bidding to certify that it is not engaged in prohibited activities in Russia or Belarus, but subsequently obtains a waiver from the prohibition from the New Jersey Department of the Treasury, may be eligible for a Contract award. If a business entity that was awarded a Contract on or after the effective date of P.L.2022, c.3, subsequently engages in prohibited activities in Russia or Belarus, or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L.2022, c.3.

### **3.11 ITEMIZED PRICE SHEET/BUDGET**

A Bidder should submit, with its Quote an itemized Budget on the Price Sheet for the services required by this RFQ. The Budget/Price Sheet submitted must clearly indicate the services

offered and the firm, fixed pricing associated with the services, such that the applicable cost of each item in the budget may be determined.

If a Bidder does not provide the cost for each item in the budget with its Quote, the State reserves the right to request such information from the Bidder. The Bidder must respond to such request by providing all requested information within 48 hours. If the information requested is not received within 48 hours, the Quote may be deemed non-responsive.

### **3.12 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS**

The Bidder shall submit its budget with itemized pricing, consistent with 3.11, above.

#### **3.12.1 DELIVERY TIME AND COSTS**

Delivery times are stipulated in Section 4 “Scope of Work” below.

#### **3.12.2 METHOD OF BIDDING**

Quotes must be submitted in a Word Document, and sent via email to [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov).

Bidders are advised to submit Quotes for services that meet or exceed the specifications outlined in the Scope of Work.

Bidders should provide detailed descriptions of their proposed approach, including experience with similar tools and workshops, to demonstrate capability.

## **4 SCOPE OF WORK**

### **4.1 GENERAL REQUIREMENTS**

The Contractor shall provide services to plan, conduct, and analyze the results of a One Health needs assessment workshop using a collaborative mapping, analysis, and action planning tool that provides a standardized and participatory approach to strengthening complex, multi-stakeholder systems. The workshop will support the NJ One Health Task Force in identifying gaps, strengths, and priority issues in One Health coordination among New Jersey’s human, animal, plant, and ecosystem health professionals.

The Contractor shall collaborate with NJDA and the Strategic Planning Committee of the NJ OHTF through all stages of workshop planning, including stakeholder mapping and interviews, planning and leading the workshop, and analyzing workshop results to produce a One Health Action Plan.

The 1-day workshop will be held in-person in New Jersey in November or December 2025, while all planning meetings, stakeholder interviews, and facilitator trainings may be conducted virtually or in person.

The Contractor shall follow a three-step process as detailed below.

#### **4.1.1 STEP 1: STAKEHOLDER MAPPING AND POLICY FIELD ANALYSIS**

Perform an initial policy and stakeholder analysis of organizations involved in One Health in New Jersey, including conducting interviews to begin mapping and analyzing the system. (Timeframe: August - October 2025)

Activities:

- Support a collaborative mapping and analysis exercise of stakeholders involved in One Health in New Jersey.
- Perform a simplified policy field analysis to determine initial policy, regulatory, authority, power, and economic factors among key One Health stakeholders.
- Identify 10 to 15 influential stakeholders to interview based on initial mapping results.
- Develop and conduct semi-structured interviews (up to 15) to characterize priority One Health challenges, current coordination, opportunities, challenges, values, and objectives.
- Analyze quantitative and qualitative information to identify key themes, needs, opportunities, challenges, and best practices.

Deliverables:

- Stakeholder and initial Policy Field Analysis Map of the New Jersey One Health system.
- Thematic analysis of interview transcripts.
- Debrief of interview results with the Strategic Planning Committee.

#### **4.1.2 STEP 2: CONVENE A MULTI-STAKEHOLDER PLANNING AND ANALYSIS WORKSHOP**

Plan and facilitate a 1-day facilitator training followed by a 1-day multi-stakeholder workshop. (Timeframe: October - December 2025)

Activities:

- Facilitate the training and workshop, including developing objectives, agenda, and methods.
- Support stakeholders to review results, discuss goals, map systems, determine solutions, and develop a collaborative One Health Action Plan.

Deliverables:

- 1 day of Facilitator Training successfully completed.
- 1 day of Workshop successfully completed.
- Workshop outputs collected and documented. (Scanned, copied if necessary and delivered to NJDA).

### 4.1.3 STEP 3: FINALIZE, VALIDATE, AND REPORT OUT ON THE RESULTS

Develop and finalize a One Health Action Plan and Final Report. (Timeframe: By January 16, 2026)

Activities:

- Debrief outcomes with the Strategic Planning Committee and finalize the draft Action Plan.
- Create a Final Report including all information, analyses, maps, and outcomes.

Deliverables:

- A final, validated **One Health Action Plan** completed. The One Health Action Plan will outline consensus One Health coordination needs/gaps identified during the workshop in a table format and for each one specify the steps to resolve, estimated timeline, and priority.
- A **Final Report** completed including all documents and analyses generated. The Final Report will include a synthesis of all project outputs, including multi-sectoral maps of priority One Health issues generated during the workshop, gaps and resolutions identified by individual teams during the workshop, and survey results of workshop participants

## 4.2 PURCHASING OF ADDITIONAL ITEMS FROM CONTRACTOR'S PRICE CATALOG

The NJDA reserves the right to purchase any and all related services, accessories, or value-added services related to the above Scope of Work requirements. The Contractor shall provide the offerings listed in its price catalog throughout the Contract term.

## 4.3 PRICE CATALOG UPDATES

Not applicable.

## 4.4 REPLACEMENT OF UNSATISFACTORY SERVICE

In the event the service delivered does not meet the approved specifications, as determined by the NJDA, the Contractor shall immediately rectify the unsatisfactory service, at no cost to the Using Agency. Failure to comply may result in the service being removed from the Contract and

a similar service obtained from another Contractor with any additional costs assumed by the original Contractor.

## **4.5 SUBSTITUTION OF DISCONTINUED SERVICES**

The Contractor may offer a substitution for any service discontinued in its Contract. The State may consider substituting the discontinued service with a new service provided that the service offered meets or exceeds the Contract specifications. All substitutions must be approved by the State.

The Contractor must notify the State immediately in writing via email to Anthony Tarr [Anthony.tarr@ag.nj.gov](mailto:Anthony.tarr@ag.nj.gov) and to Andrea Egizi [andrea.egizi@ag.nj.gov](mailto:andrea.egizi@ag.nj.gov) stating that a service has been discontinued along with supporting documentation. The Contractor must provide in its letter the discontinued service, detailed description of the new service being offered, the price of the discontinued service and the price of the service being offered as a replacement. The State will not approve the substitution without all of the above information.

The replacement service should be offered to the State at the same price as the discontinued service.

## **4.6 SUBSTITUTION OF SERVICES ON A TEMPORARY BASIS**

Not applicable.

# **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 term of this Contract shall be for a period beginning from the date this Contract is executed until approximately January 15<sup>th</sup>, 2026.



## **5.2 CONTRACT TRANSITION**

Not Applicable.

## **5.3 PERFORMANCE SECURITY**

Not applicable to this procurement.

## **5.4 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 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modified or enhanced by the State, the State's ownership interest shall be limited to use for its business purpose. The proprietary nature of certain software products and/or source codes owned and licensed by the Contractor shall remain with the Contractor and not pass to the State. The State shall receive a royalty-free, non-exclusive license to use such software products and/or source codes as provided under this Contract. Regarding the Contractor's confidential and/or proprietary information disclosed to the State necessary for the State to receive services under this Contract, the State agrees not to disclose this information outside of the State or use it for any purposes other than those contemplated by the Contract.

A. State Data - The State owns all State Data provided to Contractor pursuant to the Contract. State Data shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free license to use State Data for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in the RFQ.

B. Non-Public Data and Personal Data - The State owns all Non-Public Data and Personal Data provided to Contractor pursuant to the Contract. Non-Public Data and Personal Data shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free license to use Non-Public Data and Personal Data for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, Non-Public Data and Personal Data shall not be disclosed, sold, assigned, leased or otherwise

disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in the RFQ. The maps generated pursuant to this project, along with other sensitive information concerning New Jersey emergency response procedures, shall be considered "non public data" unless the Contractor receives written consent to publicly disclose any information derived therefrom.

C. Vendor Intellectual Property - The Contractor owns all Vendor Intellectual Property provided to the State pursuant to this Contract. Contractor grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with RFQ Section 1.2 - Order of Precedence of Contractual Terms.

D. Third Party Intellectual Property – Not Applicable.

E. Work Product - The State owns all Work Product which shall be considered "work made for hire", i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Work Product. To the extent that any Work Product may not, by operation of law, be a "work made for hire" in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Work Product and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

F. State Intellectual Property - The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in the RFQ. Unless otherwise provided herein, Contractor shall not use State Intellectual Property to compile or distribute any data or informational databases in whole or in part. Nothing in this provision shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

## **5.5 SUBSTITUTION OF STAFF**

If the Contractor must substitute staff during the Contract term, the Contractor shall substitute with staff of equal or substantially higher qualifications. The Contractor shall be required to provide a resume for the proposed substitute staff member. Substitution is subject to approval by the Anthony Tarr, CFO. If Contractor cannot provide staff of equal or better qualifications, the

Contractor must notify the State Contract Manager and the State reserves the right to terminate the Contract.

## **5.6 DELIVERY TIME AND COSTS**

Delivery time and costs shall be consistent with Section 4 “Scope of Work” above.

## **5.7 ELECTRONIC PAYMENTS**

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically.

## **5.8 RESERVED**

Not applicable to this procurement.

## **5.9 NOTICE OF EXECUTIVE ORDER 165 - REQUIREMENT FOR POSTING OF WINNING QUOTE AND CONTRACT DOCUMENTS**

Not applicable to this procurement.

# **6 DATA SECURITY REQUIREMENTS - CONTRACTOR RESPONSIBILITY**

The Contractor shall ensure that all findings of the stakeholder interviews, workshop discussions, and other materials and reports produced, including information on readiness and procedures of the State of New Jersey to respond to biological, chemical, or radiological threats, shall not be disclosed to any third party without the prior written consent of NJDA, except when the disclosure is required by applicable laws or regulations.

# **7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND/OR MODIFICATIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

Any modifications found in this RFQ shall take precedence over the attached Standard Terms and Conditions and Waiver Supplement documents.

## **8 QUOTE EVALUATION AND AWARD**

### **8.1 RIGHT TO WAIVE**

Pursuant to N.J.A.C. 17:12-2.7(d) the State may waive minor irregularities or omissions in a Quote. The State reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **8.2 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 public Quote submission date. 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.

### **8.3 CLARIFICATION OF QUOTE**

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of their Quotes. A request for clarification may be made in order to resolve minor ambiguities, inconsistencies, or clerical errors.

### **8.4 TIE QUOTES**

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

### **8.5 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES**

N/A.

## **8.6 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.

## **8.7 QUOTE EVALUATION COMMITTEE**

Quotes may be evaluated by an Evaluation Committee composed of NJDA Staff.

## **8.8 EVALUATION CRITERIA**

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

### **8.8.1 TECHNICAL EVALUATION CRITERIA**

The following criteria will be used to evaluate and score Quotes received in response to this RFQ:

- A. The Bidder's demonstration in the Quote that the Bidder understands and is able to complete the requirements of the Scope of Work as sought, including experience with similar collaborative mapping and analysis tools, workshop facilitation, and One Health systems strengthening.
- B. The Bidder's proposed approach to stakeholder engagement, interviews, workshop facilitation, and action plan development.

### **8.8.2 PRICE EVALUATION**

For evaluation purposes, Bidders will be ranked from lowest to highest according to the most advantageous price located on the Budget accompanying this RFQ, provided NJDA is satisfied with the technical evaluation criteria provided by each bidder pursuant to 8.1.

## **8.9 QUOTE DISCREPANCIES**

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

## **8.10 NEGOTIATION**

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Using Agency may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by the Using Agency to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Using Agency to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission.

If the Using Agency contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

## **8.11 BEST AND FINAL OFFER (BAFO)**

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

The Using Agency may conduct more than one (1) round of BAFO and/or negotiate with one (1) or more Bidders within the competitive range.

BAFOs and/or negotiations, if held, shall be conducted only in those circumstances where it is deemed by the NJDA to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission, without further BAFO and/or negotiation.

## **8.12 POOR PERFORMANCE**

Bidders are advised that, should they have a history of poor performance with the State, their Quote may be rejected. Poor performance may be determined for any Contract or line item on a Contract. The Bidder may submit any relevant documentation with its Quote for consideration.

## **8.13 CONTRACT AWARD**

One (1) or more Contracts may be awarded for the services sought by this RFQ. The Contract(s) will be awarded with reasonable promptness by written notice to that responsible Bidder whose Quote, conforming to this RFQ, is most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the Director determines that it is in the public interest to do so.

## **9 GLOSSARY**

### **9.1 CROSSWALK**

Not applicable.

### **9.2 DEFINITIONS**

Addendum - Written clarification or revision to this RFQ issued in writing prior to the Quote Opening Date.

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

Amendment - A change in the terms of a Contract affected by written agreement of the parties. This RFQ does not permit Contract amendments. If allowed, after Contract award, amendments must be negotiated by the State.

Best and Final Offer or BAFO - Pricing and/or written clarification submitted by a Bidder after request by the State setting forth the Bidder's most favorable terms for a particular Contract award, ultimately satisfying the conditions of a particular RFQ.

Bid Amendment - See Addendum.

Bidder - An individual or business entity submitting a Quote in response to this RFQ.

Business Day - Any day in which the Division is open for normal business transactions. Generally, the Division is open Monday through Friday, 8:30 AM to 4:00 PM local time, excluding State holidays.

Calendar Day - A day shown on the calendar beginning at 12:00 AM (midnight) and ending at 12:00 AM (midnight) twenty-four (24) hours later. If no calendar date is specified, the calendar day ends at 12:00 AM (midnight) of that day.

**Change Order** - An amendment to a Contract procured pursuant to this RFQ. A Change Order may add to, delete from or otherwise modify the terms of the Contract. A Change Order must be approved and signed by the Director or the Director's designee. A Change Order is also referred to as a Contract Amendment. Note: For Contracts procured by the Division, only the Director or the Director's designee is authorized to approve and sign Change Orders. For Contracts procured by a Using Agency under delegated purchasing authority, the Using Agency's authorized signatory may approve and sign Change Orders.

**Confidential Information** - Information that the Bidder lawfully protects from public disclosure and submits to the State with a written claim of confidentiality supported by a valid legal basis for such claim.

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

**Contractor** - The Bidder awarded a Contract resulting from this RFQ.

**Cooperative Purchasing Program** - The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Cooperative Purchasing Participants** - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

**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.

**Dealer/Distributor** - A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the RFQ and must agree to provide all products and services in accordance with the Contract.

**Deliverables** - The materials, products, services or work product the Contractor is required to deliver to the State under the Contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey, or the Director's designee.



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.

Division - The Division of Purchase and Property.

Equivalent Products - Products offered other than those identified as an Approved Product in this RFQ that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

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.

Intrastate cooperative purchasing participants - refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division

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

Life cycle assessment - The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

Life cycle cost - The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Master Blanket Purchase Order (Blanket/Blanket P.O.) - A Term Contract that allows repeated purchases from an awarded contract.

Materials in Solid Waste - Material found in the various components of the solid waste stream. In general, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

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.

NJDA- means New Jersey Department of Agriculture.

Net Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not NJSTART is used as part of the purchase process.

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. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation, or policy from access or disclosure to the public. Non-Public Data shall not be deemed Public Data even if it is related to or contained in Public Data.

Personal Data - means information that identifies an individual or can be used to identify an individual, including, but not limited to, name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit or debit card number, or any other financial information,

medical history, or health insurance information. "Personal Data" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Post-Consumer Material - Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

Pre-Consumer Material - Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Price List/Catalog - A document published by a manufacturer, resellers, dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

Procurement Bureau (Bureau) - The Division unit responsible for the preparation, advertisement, and issuance of RFQs, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

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 (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Public Data - means data that is lawfully available to the general public from federal, state, or local government records or other sources.

Purchase Order (P.O.) - A purchase authorization document issued by a Using Agency to a Contractor authorizing a purchase. The P.O. is the legal acknowledgment of the acceptance of a Quote or the authorization of services to begin if no Quote is required.

Quasi-State Agency - is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) - informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the NJSTART Vendor Support Page.

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.

Recovered Material - Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling - The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability - The ability of a product or material to be recovered from or otherwise diverted from, the solid waste stream for the purpose of recycling.

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.

Revision - A response to a BAFO request or a requested clarification of the Bidder's Quote.

RMAN - Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

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 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 Security Breach.

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 three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III). For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

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, screen layouts, data entry routines, data processing routines, and report logic, as well as any and all documentation, including user, installation and technical manuals and any data related thereto.

Software as a Service or SaaS - The capability provided to the purchaser to use the provider's applications running on the provider's 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 Price Sheet or State-Supplied Price Sheet - the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

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

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

Task - A discrete unit of work to be performed.

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

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

US CERT - United States Computer Emergency Readiness Team.

USEPA - United States Environmental Protection Agency

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.

ATTACHMENT 1 - State of New Jersey Standard Terms and Conditions (2/8/2024) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (1/11/2022)