



# Request for Proposals

## New Jersey Department of Health Bidding Opportunity # 11-07-19-23 Psychiatric Hospitals Temporary Employment Services

	Date	Time
<b>Due Date for Questions</b>	August 4, 2023	3:00 PM
<b>Proposals Due Date</b>	August 16, 2023	3:00 PM

Dates are subject to change. All times contained in the RFP refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Request for Proposals posted on Using Agency website.

Prospective Bidders are advised that written questions and Proposals are only accepted by email at [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov).

**RFP Issued By:**

State of New Jersey  
Department of Health  
P.O. Box 360,  
Trenton NJ, 08625

Revised Date: July 27, 2023

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## 1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR PROPOSALS (RFP)

This Request for Proposals (RFP) is issued by New Jersey Dept of Health (NJDOH) on behalf of Integrated Health Services Branch (IHS), Division of Behavioral Health Services (Using Agency).

Prospective Bidders are advised that Proposals are only accepted by email at [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov).

The Contract will be awarded in the State of New Jersey's eProcurement system, [NJSTART \(www.njstart.gov\)](http://www.njstart.gov). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#) for information.

### 1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFP is to engage the services of one or more established temporary employment and locum tenens firms that can provide licensed practitioners specializing in Behavioral Health in the State of New Jersey ("State") at the NJ DOH Psychiatric Hospitals.

The intent is to establish a pool of responsible and qualified vendor(s) {Contractor(s)} by engaging as many temporary employment and locum tenens firms as feasible to provide qualified candidates for interview who possess the education and experience that match the requirements of vacant Psychiatrist, Physician Specialist (internal medicine, family medicine, neurology), Advance Practice Nurse, Psychologist, Registered Nurse, and Social Worker positions with the intent to hire, and, whom conforming to this RFP, are most advantageous to the NJDOH, price and other factors considered. The NJDOH may award any and all price lines. The NJDOH reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Deputy Commissioner of the IHS Branch (Deputy) or its appointee, to be in the NJDOH's best interest.

The NJDOH Terms and Conditions accompanying this RFP will apply to all Contracts made with the NJDOH. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a Contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

NJDOH's Integrated Health Services branch (IHS) was designed to increase the efficiency, coordination, and integration of the State's four Psychiatric Hospitals, support and strengthen long-term care nursing facilities, and deliver services to residents that are proven to prevent chronic illness or control chronic conditions and ensure access to high quality integrated health care, including oral and behavioral health services. IHS provides oversight and support to three units, one of which is the Division of Behavioral Health Services (BHS). The mission of BHS is to operate a high-quality, patient-focused system of inpatient psychiatric hospitals dedicated to the mission of wellness and recovery. The NJ State Psychiatric Hospital System (NJSPHS) is composed of a total of four (4) hospitals, each located in a region of the State. Greystone Park Psychiatric Hospital is located in the northern region, Ancora Psychiatric Hospital is located in the southern region, and Trenton Psychiatric Hospital and the Ann Klein Forensic Center are located in the central region.

In December 2018, the Office of the Public Defender filed a lawsuit alleging constitutional and statutory violations under the United States and New Jersey Constitutions, the Americans with Disabilities Act, 42 U.S.C. 1201 et. seq., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 et seq., the Patients' Bill of Rights, N.J.S.A. 30:4-24.2 et. seq., and New Jersey's involuntary commitment laws. On July 19, 2019, the Court terminated all pending motions and referred this matter to mediation. Mediation concluded on January 16, 2020, and, beginning on or around January 23, 2020, the parties continued settlement discussion with the assistance of the Court. The parties ultimately reached an agreement that was placed on the record on February 19, 2020. Shortly thereafter, the pandemic struck, and the implementation was delayed. As part of the Settlement Agreement, the state agreed to set the hospital's maximum census capacity, increasing face-to-face therapy services to patients across all staffing types by establishing staffing ratios, maintenance of a safe and secure facility, and other measures to ensure the availability of medical equipment and response throughout the facility.

Compounding these and other demands agreed to within the Settlement Agreement, and because of the publicity associated with the lawsuit, the Department has been challenged by the inability to recruit and hire qualified and experienced behavioral health staff on multiple levels within the NJ State Psychiatric Hospital System (NJSPHS.) Thus, the NJDOH has need of immediate assistance in filling critical vacancies of psychiatrists, physician specialists, advanced practice nurses, psychologists, registered nurses, and social workers.

For additional information on each Hospital/facility in the NJSPHS please visit:

<https://www.nj.gov/health/integratedhealth/hospitals/>.

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

**1.1.1 PRE- QUOTE DOCUMENT REVIEW**

NOT APPLICABLE TO THIS PROCUREMENT.

**1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS**

The Contract awarded, and the entire agreement between the parties, as a result of this RFP shall consist of: (1) the final 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 Proposal; (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 Proposal 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 RFP, 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 RFP, 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-PROPOSAL SUBMISSION INFORMATION**

The Bidder assumes sole responsibility for the complete effort required in submitting a Proposal and for reviewing the Proposal 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.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP.

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

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 RFP, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFP and part of any Contract awarded. Bid Amendments will be posted with the RFP posted on 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 RFP.

### 3 PROPOSAL SUBMISSION REQUIREMENTS

#### 3.1 PROPOSAL SUBMISSION

In order to be considered for award, the Proposal must be received by the Using Agency, by the required date and time indicated on the RFP cover sheet. If the Proposal opening deadline has been revised, the new Proposal opening deadline shall be shown on the posted Bid Amendment. Proposals not received prior to the Proposal opening deadline shall be rejected.

Bidders are advised that Proposals are only accepted by email at [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov). Email sizes exceeding 25mb will be rejected. If an email size in excess of 25mb is required, Bidders are advised to submit Proposals in multiple emails.

#### 3.2 BIDDER RESPONSIBILITY

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

#### 3.3 PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Bidder may withdraw its Proposal as described below.

#### 3.4 PROPOSAL WITHDRAWAL PRIOR TO PROPOSAL OPENING

A Bidder may withdraw its Proposal submission prior to the Proposal opening by making a written request to the Using Agency to withdraw its Proposal from consideration for award. The Proposal withdrawal request must include the RFP Number, RFP Title, and the Proposal submission date and should be sent to [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov). The Bidder may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission. Bidders may refer to the QRG "Submit a Proposal" for additional instructions.

#### 3.5 PROPOSAL WITHDRAWAL AFTER PROPOSAL OPENING, BUT PRIOR TO CONTRACT AWARD

If, after the Proposal opening, but before Contract award, a Bidder discovers an error in its Proposal, the Bidder may make a written request to the Using Agency to withdraw its Proposal from consideration for award. If the Bidder's request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Proposal beyond the loss of the benefit of the bargain to the State of the withdrawing Bidder's offer, the request shall be granted. Evidence of the Bidder's good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature or term of the Contract; and that the mistake occurred notwithstanding the Bidder's exercise of reasonable care. After Proposal opening, while pursuant to the provisions of this section a Bidder may request to withdraw its Proposal and the Using Agency may in its discretion allow said Bidder to withdraw it, the Using Agency also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Proposals.

The Proposal withdrawal request must include the RFP Number, RFP Title, and the Proposal submission date and should be sent to [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov).

If, during a Proposal evaluation process, an obvious pricing error made by a potential Contract awardee is found, the Using Agency shall issue written notice to the Bidder. The Bidder will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given to it.

#### 3.6 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE PROPOSAL

A Bidder may submit additional terms as part of its Proposal. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation/RFP, the terms and conditions of this Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions will render a Proposal non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Proposal submission.

Proposals including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If Bidder intends to propose terms and conditions that conflict with the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Proposal.

### **3.7 PROPOSAL CONTENT**

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

- Forms
- Technical Proposal
- State Price Sheet

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

### **3.8 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH PROPOSAL**

The successful Bidder is required to complete and submit the following forms, registrations, and certifications prior to contract award. Contract award is contingent on the successful Bidder submitting and signing all forms. Bidders are strongly recommended to submit the forms, registrations, and certifications with their Proposal.

As an alternative to uploading certain forms with the submitted Proposal, a Bidder may complete several certifications electronically in [NJSTART](#) on the “Terms and Categories” Tab within the Vendor Profile. Those forms that may be completed on the [NJSTART](#) “Terms and Categories” Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs “Vendor Forms” and “Attaching Files” for additional instructions.

- [VENDOR QUICK REFERENCE GUIDES](#)
- A checklist with links to the Bidder forms, including the Waivered Contract Supplement to the State Standard Terms and Conditions and the State Standard Terms and Conditions, may be accessed at [CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY \(DPA\) TRANSACTIONS](#)

#### **3.8.1 SUBMISSION REQUIREMENTS RELATED TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

##### **3.8.1.1 [THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS](#)**

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 Bidder should complete and submit the State of New Jersey Standard Terms and Conditions with the Proposal.

##### **3.8.1.2 [WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS](#)**

This 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.

The Bidder should complete and submit the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions with the Proposal.

##### **3.8.2 [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 Proposal 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.

### **3.8.3 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 Proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Proposal non-responsive.

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

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Proposal, 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 Proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Proposal non-responsive.

### **3.8.5 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 Proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Proposal non-responsive.

### **3.8.6 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 Proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Proposal non-responsive.

### **3.8.7 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, Proposals 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 Proposal. In the event that the Bidder does not submit the Confidentiality form with the Proposal, the State reserves the right to request that the Bidder submit the form after Proposal submission.

After the opening of sealed Proposals, all information submitted by a Bidder in response to a RFP 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 RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Proposal, a Bidder may request that portions of the Proposal 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 Proposal 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 Proposal as proprietary and/or confidential, and/or to claim copyright protection for its entire Proposal. 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 Proposal 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 copy of the Proposal with the State making the determination regarding what may be proprietary or confidential.

### **3.8.8 SUBCONTRACTOR UTILIZATION PLAN**

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

For a Proposal 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 Proposal. 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.

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

NOT APPLICABLE TO THIS PROCUREMENT.

### **3.8.9 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 RFP.

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.

**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.**

### **3.8.10 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 (C.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.**

### **3.8.11 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).

### **3.8.12 RESERVED**

**3.8.13 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE**  
NOT APPLICABLE TO THIS PROCUREMENT.

### **3.8.14 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.

### **3.8.15 CERTIFICATION OF NON-INVOLEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C3**

The Bidder should submit Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3. 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.2022, c.3, sec. 1(c). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities.

If you certify that the Bidder is engaged in activities prohibited by P.L.2022, c.3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the Bidder does not provide the updated certification 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.

## **3.9 TECHNICAL PROPOSAL**

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 RFP 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 Proposal.

## **3.10 MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative shall 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 shall 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 RFP 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 shall 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 Proposal will lead to successful Contract completion.

### **3.11 CONTRACT MANAGEMENT**

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

### **3.12 CONTRACT SCHEDULE**

NOT APPLICABLE TO THIS PROCUREMENT.

### **3.13 MOBILIZATION PLAN**

NOT APPLICABLE TO THIS PROCUREMENT.

### **3.14 ADDITIONAL PLAN(S)**

NOT APPLICABLE TO THIS PROCUREMENT.

### **3.15 ORGANIZATIONAL EXPERIENCE**

The Bidder shall 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 RFP. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Proposal.

### **3.16 LOCATION**

The Bidder shall include the address of where responsibility for managing the Contract will take place. The Bidder shall include the telephone number and name of the individual to contact.

### **3.17 ORGANIZATION CHARTS**

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.

### **3.18 RESUMES**

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing prior work of similar size and scope to those required by this RFP. Resumes should include the following:

- A. The individual's previous experience in prior work related to this RFP;
- B. Beginning and ending dates for prior work related to this RFP;
- C. A description of prior work, demonstrating how it relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- D. With respect to prior work, 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.

### **3.19 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 RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. 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 RFP. 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 Proposal, the Bidder's omission of this necessary disclosure information may be cause for rejection of the Bidder's Proposal 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 Proposal. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

### **3.20 FINANCIAL CAPABILITY OF THE BIDDER**

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

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

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

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and will so advise the Bidder.

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

The Bidder shall submit its pricing using the State-Supplied Price Sheet accompanying this RFP.

Any price changes including handwritten 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).

PRICING IS "FIRM FIXED", "ALL-INCLUSIVE HOURLY"

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

*Provide a detailed explanation of recruitment fee structure including how firm operates (candidate or company, etc.) and a description of how costs are determined. A detailed cost list breaking out all costs included in the service. Fees included in the proposal must remain valid and firm for 90 days. Payment for services will only occur after pre-agreed event occurs and Firm (vendor) is fully compliant with State of New Jersey procurement requirements.*

#### **3.21.1 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET**

All price lines must be filled out in accordance with the instructions above. 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 accompanying this RFP. 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 RFP. The use of any other identifier may result in the Bidder's Proposal being deemed non-responsive.

#### **3.21.2 ORAL PRESENTATIONS**

NOT APPLICABLE TO THIS PROCUREMENT.

## **4 SCOPE OF WORK**

The Contractor shall provide licensed medical practitioners specializing in the practice of Psychiatry, Physician Specialist (internal medicine, family medicine, neurology), Advance Practice Nurse, Psychologist, Registered Nurse, and Social Workers in the State of New Jersey Department of Health (NJDOH) Psychiatric Hospitals for the full length of the Contract term (see Section 5.1 Contract Term and Extension Option).

### **4.1 Department of Health Psychiatric Hospitals Temporary Employment Services**

Proposals must include the approach and methodology for the Scope of Work, and the proposed work plan to achieve the Scope of Work. Proposals shall indicate the estimated length of time required to fill the vacancies and include the agency's relevant experience in delivering similar work. The ideal temporary employment and/or locum tenens firm (Firm) will have an established network of potential candidates and experience recruiting for positions within the public sector. The Firm shall explore prospective candidates from its database and by headhunting to match the skills and qualifications required by the job description. The Firm may be required to tap networks of professional affiliations, social media and other non-traditional methods of candidate sourcing. The Firm will analyze profiles identified or received through applications or other sources and identify any who match the job specifications. Those Firms notified that have been selected to participate shall provide a shortlist of the most qualified prospective candidates for possible interviews and selection.

Candidates for the vacant positions must meet the following qualifications:

1. Selected candidates for Board Eligible Psychiatrist vacancies must:
  - a. Have a current unrestricted license to practice medicine in New Jersey.
  - b. Possess:
    - i. One (1) year of broad-based clinical training in internal medicine, family practice, or pediatrics; or a transitional year program that shall have included a minimum of four (4) months of primary care; or a residency in a clinical specialty requiring comprehensive and continuous patient care all of which must be approved by the Accreditation Council for Graduate Medical Education; AND
    - ii. Three (3) years of full-time post-graduate specialized residency training in a clinical psychiatry program approved by the Accreditation Council for Graduate Medical Education, OR
    - iii. Completion of a four (4) year psychiatry residency program approved by the Accreditation Council for Graduate Medical Education, including or supplemented by at least four (4) months post-graduate training in internal medicine, family practice, and/or pediatrics in a clinical setting providing comprehensive and continuous patient care.
  - c. Be willing to enter into, and subsequently complete, a collaborative agreement/joint protocol with an Advance Practice Nurse who will provide services to the patient, as allowed by the Division, in conjunction with the attending psychiatrist.
  - d. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
  - e. One (1) year of forensic experience preferred.
2. Selected candidates for Board Certified Psychiatrist vacancies must:
  - a. Have a current unrestricted license to practice medicine in New Jersey.
  - b. Possess:
    - i. Current certification as a diplomate in the specialty of psychiatry issued by the American Board of Psychiatry and Neurology.
  - c. Be willing to enter into, and subsequently complete, a collaborative agreement/joint protocol with an Advance Practice Nurse who will provide services to the patient, as allowed by the Division, in conjunction with the attending psychiatrist.
  - d. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
  - e. One (1) year of forensic experience preferred.
3. Selected candidates for Physician Specialist vacancies must:
  - a. Have a current unrestricted license to practice medicine in New Jersey.
  - b. Possess:
    - i. Three (3) years of approved specialty training; certification or eligibility for certification by the American Board of the specialty; demonstrated competence in hospital practice; Credentials Committee or equivalent recommendation; and approval by the Central Office Board of Professional Standards; AND

- ii. Completion of a medical internship or equivalent; AND
    - iii. Two (2) years of clinical experience in the practice of the clinical specialty.
  - c. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered an acceptable form of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
4. Selected candidates for Advanced Practice Registered Nurse vacancies must:
- a. Have a current unrestricted license/certification as an Advanced Practice Psychiatric Nurse Practitioner, with specialization in Psychiatry; and
  - b. Be willing to sign a collaborative agreement specifying that it will work with a licensed Psychiatrist to perform the duties outlined in the APRN license/certification.
  - c. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered an acceptable form of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
5. Selected candidates for Psychologist vacancies must:
- a. Possess a current, unrestricted license to practice as a "Practicing Psychologist" in New Jersey.
  - b. Possess a Bachelor's degree supplemented by a Doctor of Philosophy (Ph.D.) in Psychology, a Doctor of Psychology (Psy.D.) or a Doctor of Education (Ed.D.) in Psychology from an APA accredited college or university, which should have included at least thirty (30) graduate semester hour credits in a Psychology program consisting of six (6) semester hour credits in counseling/psychotherapy and three (3) semester hour credits in each of the following areas: individual intelligence testing, objective and/or projective testing, and abnormal psychology. At least fifteen (15) semester hour credits should be in courses relevant to clinical psychology such as: learning theories, human motivation, personality theories, human growth and development, psychopharmacology, and statistics and research, and completion of a one (1) year clinical internship.
  - c. Have experience commensurate with regulations outlined by the NJ Board of Psychological Examiners.
  - d. Have three (3) years of experience, in addition to the clinical internship, in the field of clinical psychology in a community mental health center, mental hospital, school for the developmentally disabled, or penal, correctional, or juvenile institution, or other setting involving the use of psychodiagnostics, psychotherapy, projective techniques, and other clinical methods. At least one (1) year of experience must be supervised and at least one (1) year of experience must have been earned after the receipt of the Doctorate.
  - e. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered an acceptable form of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
6. Selected candidates for Registered Nurse vacancies must:
- a. Possess a current, unrestricted license as a professional nurse in a hospital or other institution, clinic, or medical center.
  - b. Have one (1) year of experience as a professional nurse in a psychiatric hospital or mental health entity, clinic, or medical center.
  - c. Possess the ability to provide medical assistance and/or guidance to the physically and/or mentally ill; the ability to supervise the work programs and activities of a staff of nurses providing care to patients in an assigned area; and the ability to physically lift, move, and position clients as needed; and
  - d. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered an acceptable form of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

7. Selected candidates for Social Worker vacancies must:
  - a. Possess a current, unrestricted license to practice in the state of New Jersey as a “Licensed Social Worker (LSW).”
  - b. Possess a master’s degree in Social Work from an accredited college or university.
  - c. Have one (1) year of experience in social case work, including responsibility for gathering and analyzing social information from clients, the determination of their needs, and the planning and administration of treatment plans geared toward the needs of individual clients.
  - d. Have one year of experience in behavioral health.
  - e. Possess the ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered an acceptable form of communication upon approval from the Division. Persons with mental or physical disabilities are eligible if they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

## 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 Waiver Contract shall be for a period of **one (1) year**.

This Contract may be extended up to an additional **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 WAIVER 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 **90 days** calendar days beyond the expiration date of this Contract, including any extensions exercised.

### 5.3 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State data, or information derived from or based on State Data. State Data provided to Contractor 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. Except as specifically required by the requirements of the RFP, 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.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.
- C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and 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 Proposal, such terms and conditions must comply with *RFP Section 1.2 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFP that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Proposal price. In the event Contractor is obligated to flow-down commercially standard third-party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFP requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFP including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Proposal. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third-Party Intellectual Property. Contractor agrees that its use of Third-Party Intellectual Property shall be consistent with the license for the Third-Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFP, or otherwise supplied by the State.
- E. **Work Product; Custom Software** – The State owns all Custom Software 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 Custom

Software. To the extent that any Custom Software may not, by operation of the 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 Custom Software 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 RFP, 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 *RFP Section 6 – Data Security Requirements – Contractor Responsibility*.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract 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.

#### **5.4 SUBSTITUTION OF STAFF**

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

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

#### **5.5 DELIVERY TIME AND COSTS**

NOT APPLICABLE TO THIS PROCUREMENT.

#### **5.6 ELECTRONIC PAYMENTS**

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive 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 QRG entitled “Vendor Profile Management – Company Information and User Access” for instructions.

#### **5.7 QUARTERLY SALES REPORTING AND SUPPLIER CONVENIENCE FEE**

NOT APPLICABLE TO THIS PROCUREMENT.

#### **5.8 OF EXECUTIVE ORDER 166 – REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS**

NOT APPLICABLE TO THIS PROCUREMENT.

## 6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

### 6.1 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) calendar days after the award of the Contract. The State's approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the State may terminate the Contract pursuant to the SSTC.

### 6.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

### 6.3 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

### 6.4 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- B. Security awareness training records are maintained as part of the personnel record;
- C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

### 6.5 PRIVACY

If there is State Data associated with the Contract, this section is applicable.

- A. Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.

- D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
- E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
- G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *RFQ Section 6.11 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
- H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
- I. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, [https://www.nj.gov/it/docs/ps/NJ\\_Statewide\\_Information\\_Security\\_Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf); and certify in writing that these actions have been completed within 30 calendar days after the termination/expiration of the Contract or within seven (7) business days of the request of an agent of the State whichever should come first.
- J. In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State Data.

## 6.6 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;
- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

## **6.7 REMOTE ACCESS**

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of the Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

## **6.8 MOBILE DEVICE SECURITY**

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

- A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
- B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
- C. Establishing physical and logical access controls;
- D. Implementing network access restrictions for mobile devices;
- E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
- F. Establishing approved application stores from which applications can be acquired;
- G. Establishing of lists approved applications that can be used; and
- H. Training of mobile device users regarding security and safety.

## **6.9 PROJECT AND RESOURCE MANAGEMENT**

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the term of the Contract Project and resource management security practices shall include, at a minimum:

- A. Defining and implementing security requirements;
- B. Allocating resources required to protect systems and information; and
- C. Ensuring security requirements are accounted for throughout the term.

## **6.10 THIRD PARTY MANAGEMENT**

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

- A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
- B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
- C. Third party interconnection security; and
- D. Independent testing and security assessments of supplier technologies and supplier organizations.

## **6.11 INCIDENT RESPONSE**

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

## **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**

NOT APPLICABLE TO THIS PROCUREMENT.

## **8 PROPOSAL 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 Proposal. 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 Proposal 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 Proposal or submit it to the Using Agency within five (5) business days after the deadline for Proposal submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Proposal 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 PROPOSAL**

After the Proposal Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this RFP and the submitted Proposal is not permitted. After the Proposals are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Proposal.

### **8.4 TIE PROPOSALS**

Tie Proposals 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**

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.

### **8.6 STATE'S RIGHT TO CHECK REFERENCES**

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

### **8.7 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by an Evaluation Committee composed of members of the Using Agency and/or other representative(s) as deemed appropriate by the Using Agency. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

### **8.8 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Proposals received in response to this RFP. 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 Proposals received in response to this RFP. 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 RFP; and
- C. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Bidder's demonstration in the Proposal that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

#### **8.8.2 PRICE EVALUATION**

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

#### **8.9 PROPOSAL DISCREPANCIES**

In evaluating Proposals, 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 BEST AND FINAL OFFER (BAFO)**

The Using Agency 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 in order to attain the best value for the State.

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

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

#### **8.11 POOR PERFORMANCE**

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFP. 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.

#### **8.12 CONTRACT AWARD**

Contract award(s) will be made with reasonable promptness by written notice to that/those responsible Bidder(s), whose Proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered.

## 9.1 CROSSWALK

<b>NJSTART Term</b>	<b>Equivalent Statutory, Regulatory and/or Legacy Term</b>
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket/Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Proposal	Proposal
Vendor	Bidder/Contractor

## 9.2 DEFINITIONS

Unless otherwise specified in this RFP, the following definitions will be part of any Contract awarded, or order placed, as a result of this RFP. Note that not all definitions included here apply to all RFPs.

**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.

**Apparel** - means any clothing, headwear, linens or fabric.

**Apparel Contracts** - include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for vendors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

**Apparel Production** - includes the cutting and manufacturing of apparel products performed by the vendor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

**Approved Products** – Those products that have been identified in RFP as meeting Using Agency needs and confirmed as meeting product specifications.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Proposal opening, with or without prior discussion or negotiation.

**Bid Solicitation or RFP** – The documents which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Using Agencies as identified herein, and includes the RFP, State of New Jersey Standard Terms and

Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

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

**Bid Opening Date** – The date Proposals will be opened for evaluation and closed to further Proposal submissions.

**Bid Security** - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

**Bidder** – An entity offering a Proposal in response to the RFP.

**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.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFP, the responsive Proposal 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, Bid Amendment 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 RFP.

**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 Contract s 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 RFP and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

**Deliverable** – Goods, products, Services and Work Product that 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 RFP 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 Proposal evaluation process.

**Evaluation Committee** – A group of individuals or a Using Agency staff member assigned to review and evaluate Proposals submitted in response to this RFP 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. 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.

**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 Proposal 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.

**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 RFPs, for the tabulation of Proposals 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 RFP.

**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.

**Purchases** - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges

not included in unit prices, made regardless of whether or not NJSTART is used as part of the purchase process.

**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](#).

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

**Proposal Opening Date** - The date Proposals will be opened for evaluation and closed to further Proposal 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 Proposals (RFP)** – This series of documents, which establish the bidding and contract requirements and solicits Proposals to meet the needs of the Using Agencies as identified herein, and includes the RFP, 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 Proposal.

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

**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.