



# Request for Quotes

## Research Evaluation of NJDOL Maternity Leave Navigator Pilot

	Date	Time
Due Date For Questions	08/28/2025	4:00 PM
Submission Date	9/20/2025	2:00 PM

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

**RFQ Issued By:**

State of New Jersey  
Department of Labor and Workforce Development  
1 John Fitch Way, Trenton, NJ 08611

Date: August 18, 2025

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## 1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by New Jersey Department of Labor and Workforce Development. 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 RFQ is to solicit Quotes for Research Evaluation of NJDOL Maternity Leave Navigator Pilot. The New Jersey Department of Labor and Workforce Development (NJDOL) seeks quotes from qualified research evaluation partners to assess the effectiveness and impact of the Maternity Leave Navigator Pilot. This pilot aims to increase equitable access to paid family and medical leave benefits by integrating a navigator role within the maternity system of care, that ultimately reduces administrative burden in applying.

Paid family and medical leave has a demonstrated benefit to the health and well-being of mothers and babies. "Longer durations of paid family leave is associated with significantly lower rates of preterm births, low birth-weight infants, congenital anomalies, and overall infant mortality," and access to paid leave has also been shown to improve breastfeeding rates, lower the risk of postpartum depression, increase attendance at postpartum health visits, and lower the rate of postpartum ED admissions for mothers and infants.

In New Jersey, Temporary Disability and Family Leave Insurance (TDI/FLI) allows eligible employees to take leave to care for themselves or a loved one's health condition, including pregnancy, and to bond with a new child. In 2019, the benefit level and number of weeks were expanded. Since then, uptake has increased, likely due to the increased benefits but also other factors including outreach and customer experience improvements. ("Beginning in 2019, the number of eligible Family Leave Insurance bonding claims rapidly increased, from 25,033 total claims in 2014 to 42,674 claims in 2022, an increase of 70%." In 2022, there were over 24k pregnancy-related disability claims.) There are about 100,000 live births each year across New Jersey.

However, many families still experience significant challenges accessing the program.

- Families, and the frontline staff that help connect them to benefits, often struggle to complete their claim forms correctly on the first try.
- A claim can be significantly delayed in receiving an approval when the initial application requires further documentation or has missing information.
- Delays in receiving payments mean that some low-income birthing parents are returning to work earlier than planned because they can't afford to wait.
- The State and Federal laws that provide job protection for periods of leave have different eligibility requirements than TDI/FLI, which can be difficult to understand.
- Benefits Navigators have shown a demonstrated positive impact on families' ability to learn about and access critical services. Based on our research in the Trenton community, our team's hypothesis is that a Maternity Leave Navigator can address families' challenges, through the following services:
  - Provide strategic consulting on leave options that might be right for parents based on their situation and different scenarios
  - Help to ensure complete and "clean" initial applications
  - Provide translation and interpretation support
  - Act as a conduit between families, community-based organizations, health care providers, and DOL examiners to ensure application issues are resolved quickly and correctly
  - Provide a referral resource for other support personnel in the space (doulas, social workers, etc)

Our goal is to design a Navigator program that enables families to more easily and confidently apply for paid leave in New Jersey so they are able to receive payments while pregnant and at home with a new child in a timely manner.

#### Pilot description

The pilot program aims to train 3-7 navigators over 15-18 months to assist an estimated 1,000-1,500 families. These navigators will provide guidance on leave options, help with application accuracy, offer translation services, and act as liaisons between families and the New Jersey Department of Labor (NJDOL). They will also connect families to community support services like doulas and social workers. NJDOL will train navigators on how to help families apply for benefits, and how to resolve basic claims issues. Navigators will work partly at NJDOL offices or virtually with staff and engage with the community through events at locations such as libraries and health centers.

Our team intends to evaluate the program's effectiveness in multiple ways, including through administrative data collection (pending a data sharing agreement), such as increasing the number of families applying for and receiving benefits, improving payment timeliness, reduction of administrative burden, and customer surveys to determine if the program is enhancing overall family

experience. Indicators could include the amount and length of benefits received and whether families get both TDI and FLI. Qualitative measures could assess trust in NJDOL, confidence in ability to receive benefits, and reduced stress for families and NJDOL staff. Comparison data will be used to measure impact, either by examining pre- and post-intervention data or by comparing outcomes to a similar county.

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

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

## **1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS**

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

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

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

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

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

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

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

A Bidder shall submit questions only to the Using Agency designee by email [CompetitiveBids@dol.nj.gov](mailto:CompetitiveBids@dol.nj.gov)

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

### **2.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)**

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

### **2.3 BID AMENDMENTS**

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with the RFQ 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 RFQ.

### **3 QUOTE SUBMISSION REQUIREMENTS**

#### **3.1 QUOTE SUBMISSION**

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

#### **3.2 BIDDER RESPONSIBILITY**

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

#### **3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE**

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

#### **3.4 QUOTE CONTENT**

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

- Forms
- Technical Quote
- State-Supplied Price Sheet

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

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

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

##### **3.5.1 OFFER AND ACCEPTANCE PAGE**

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

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

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

##### **3.5.3 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 Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.5.4 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 Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.5.5 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 Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.5.6 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 Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

### **3.5.7 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, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

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

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

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

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

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

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



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

### **3.5.8 SUBCONTRACTOR UTILIZATION PLAN**

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

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

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

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

### **3.5.8.1 RESERVED**

### **3.5.9 RESERVED**

### **3.5.10 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).

### **3.5.11 RESERVED**

### **3.5.12 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.

### **3.5.13 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C.3**

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

## **3.6 TECHNICAL QUOTE**

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

The bidder's submission should include:

- a) Description of the approach to meet project requirements.
- b) Definition of success.
- c) Details of the team working on the project.
- d) A complete itemization of costs.

### **3.7 MANAGEMENT OVERVIEW**

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

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

### **3.8 CONTRACT MANAGEMENT**

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

### **3.9 CONTRACT SCHEDULE**

The Bidder shall include a draft Contract schedule. If key dates are a part of this RFQ, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

### **3.10 MOBILIZATION PLAN**

It is essential that the State have quick use of the functionality this Contract is to provide. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than 2 weeks.

Such mobilization plan must include the following elements:

- A. A detailed timetable for the mobilization period of 2 weeks. This timetable must be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract up and operational from the date of notification of award;
- B. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan must show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization of the Contract within the period of 2 weeks. The Bidder must clearly identify management, supervisory or other key personnel that will be assigned only during the mobilization;
- C. The Bidder's plan for recruitment of staff required to provide all services required by the RFQ on the Contract start date at the end of the mobilization period covering 2 weeks. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder must include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
- D. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Contract on the required start date.

### **3.11 ORGANIZATIONAL EXPERIENCE**

The Bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services

required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

### **3.12 LOCATION**

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

### **3.13 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.

Bidders must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. This section of the proposal shall minimally contain the information identified below

### **3.14 RESUMES**

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

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

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

Detailed resumes must be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes must emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFQ. Resumes must include the following:

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

### **3.15 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

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

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

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

The bidder must have knowledge and experience with evaluating government administrative burden, program success and public perception. This experience must be of similar size and scope of that required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. Failure to provide this information in the proposal may result in the proposal being deemed non-responsive. Beginning and ending dates should also be given for each contract.

### **3.16 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 Quote, 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 Quote 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.

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

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ and located on. Each Bidder is required to hold its pricing firm through the issuance of the Contract.

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

#### **3.17.1 DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the RFQ or the State-Supplied Price Sheet, all delivery times are as noted in RFQ Section 5.6 Delivery Time and Costs. Bidder may submit alternate delivery days on the State-Supplied Price Sheet. Alternate delivery times shall not exceed the delivery days noted in RFQ Section 5.6 Delivery Time and Costs. Quotes that exceed the delivery days of RFQ Section 5.6 Delivery Time and Costs may be deemed non-responsive.

### **3.18 ORAL PRESENTATIONS**

Not applicable

## 4 SCOPE OF WORK

### 4.1 Overview

The Contractor must work closely with NJDOL, their pilot-design partner New America New Practice Lab (“NPL”), selected community-based organizations (CBOs), and other stakeholders (collectively “partners”) to evaluate the pilot program's success, and specifically its impact on families’ administrative burden in applying for leave and receiving benefits. As this is a foundational and formative pilot effort, it is critical that the evaluation partner can embed in an interdisciplinary, cross-organizational team in a flexible, field, and service delivery context.

### 4.2 Objectives

The evaluation effort has two primary objectives:

- 1) Understand the feasibility of key components of a paid leave navigator program to assess efficacy and scalability
- 2) Understand the primary benefits and impacts of such a program on the administrative burden of both state case workers and families; including whether this support shortens the time to benefit and increases amount received of benefit

These objectives should be achieved through the most rigorous evaluation design possible within pilot’s constraints, and in attempt to build a portfolio of evidence that includes qualitative and quantitative data on operational performance, customer and worker experience, and to the degree possible, impact to families

Initial indicators must include:

Indicators	Quantified Targets	Rationale for Target Quantity
<b>Outputs (process indicators; reported every 6 months)</b>		
Our evaluation will explore whether families that were in a “pilot” pool of families that receive the navigator treatment:		
Are more likely to apply for the TDI/FLI		NJDOL is currently engaged in a TDI/FLI uptake analysis with a research partner. This will give us an updated baseline.
Are determined to be eligible more quickly than non-navigator supported families	In 2023, a determination was made on 46.8% of claims within 14 days.	2023 data came from NJDOL’s published <a href="#">workload report</a> .
<b>Outcomes (impact indicators; reported every 6 months)</b>		
Our evaluation will explore whether families that were in a “pilot” pool of families that receive the navigator treatment:		
Are more likely to be approved for TDI/FLI (applicants in navigator pool are more likely to apply for a benefit they are eligible for)	In 2023, TDI approvals were 52% of total claims.  In 2023, FLI approvals were 77% of total claims.	2023 data came from NJDOL’s published <a href="#">workload report</a> .
Are more likely to process without requiring additional adjudication (e.g., lower error rate)		
Have a higher level of trust in NJ Department of Labor		
Potential workload reduction measure; e.g., “As a result of improved accurate applications with supporting documentation and presentation of required information,		

x% less applications required additional review, which on average took 4 hours additional processing time, resulting in YY hours saved”		
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#### 4.3 Development of an evaluation framework with qualitative and quantitative methods

The evaluation framework must be a mix-method evaluation approaches with both quantitative and qualitative data, in a manner that flexibly adapts to the service and pilot context.

This framework must include:

- Updated indicator table with timeline for administration and collection
- Baseline measurement of status quo indicators
- Pre-Registration of Evaluation Plan
- Evaluation Plan, that aims to build a portfolio of evidence about the feasibility of the navigator program at scale, and if navigator participation results in reduced administrative burden from improved outcomes (like processing times) using both quantitative and qualitative data
- Instruments needed for evaluation administration
- Implementation of data collection activities, in collaboration NJDOL and CBOs

#### 4.4 Baseline data collection prior to navigator deployment.

Upon kickoff, the Contractor will embed with NJDOL, NPL, and CBOs to understand and co-design the navigator service in a way that generates learnings to answer the primary evaluation objectives. This will include reviewing the above initial indicator table, understanding the feasibility of using existing administrative and operational data, unique data collections, and CBO capabilities, and making any needed adjustments in support of the theory of change and learning plan.

Upon refinement of the indicator table, the Contractor will collect baseline data and status quo measures, as well as work with the team to design the pilot delivery and rollout to enable some type of control group or comparison population for which to compare results of navigator deployment and assess impact. NJDOL has begun an uptake analysis using administrative data to support this current state-based planning activity with an existing research partner.

#### 4.5 Ongoing data collection and analysis during the pilot period.

Throughout the implementation period, the Contractor must conduct ongoing data collection and analysis. This could include designing and deploying surveys to navigators and families, CBO and navigator training and reporting materials, working with NJDOL to pull and analyze operational and administrative data, working with CBOs to randomly (or use some other method) assign navigators to participating and control families, conducting family and navigator focus groups, interviews, and ongoing support as needed to NJDOL and partners. This must include regular check-ins and status updates with NJDOL and partners.

#### 4.6 Interim and final reporting with insights and recommendations.

This should include, but is not limited to:

- Attendance and status updates at regular check-in’s with NJDOL and the partners
- Interim (shorter) report on implementation of learning plan findings, including any early indicator data available
- Final (longer) report with summary of insights, evaluation results, and to the extent possible highlighting critical components of navigator program that were most useful for administrative burden reductions, any initial return on investment estimations, and recommendations for scaling, improving, or adapting the program
- Approximately 2-3 presentations for NJDOL and partner leadership

#### 4.7 Stakeholder engagement and feedback incorporation.

The Contractor must adopt a participatory evaluation design process, continuing to gather feedback and adapt based on learnings. Nearing the end of the pilot, the Contractor should collect feedback on the evaluation process and how it might be improved for future scaling efforts.

#### Staffing

The Contractor's evaluation team must be staffed by those with experience in interdisciplinary delivery teams, particularly to build mix-method evaluation approaches with both quantitative and qualitative data, in a manner that flexibly adapts to the service and pilot context.

The contractor must complete the following activities and deliverables:

- 3 months from awarding of the contract: Develop an evaluation plan and framework.
- 6 months from awarding of the contract: Begin baseline and ongoing data collection; begin to analyze data; contribute to an interim report targeting December 2025 publication.
- 12 months from awarding of the contract with the option to extend up to one year: Prepare a comprehensive final report

Throughout the pilot timeframe, the contractor must function as a collaborative member of the pilot management team, including regular engagement with NJDOL and other stakeholders as evaluation approach and pilot design are finalized.

NJDOL and the contractor may agree to publish or present report findings, and this would be a collaborative effort between NJDOL and the contractor. It is agreed to and understood by the parties that no confidential, personally identifiable, or otherwise privileged information would be published. Prior to publication of an article, manuscript, abstract, conference poster, or other materials, the contractor would provide NJDOL thirty (30) days for review. If requested in writing by NJDOL and with reasonable justification, the contractor will withhold such publication for up to an additional thirty (30) days in order that the parties may mutually consider reasonable revisions to such publication or presentation. In the event that the parties cannot reach agreement on "reasonable revisions", NJDOL reserves the right to disapprove the publication or presentation with which disapproval, the contractor shall abide. If applicable, NJDOL staff may be added as authors to any publication.

#### **4.8 Communication / Process Expectations**

Upon approval of the required detailed plan by the NJDOL Project Manager, the bidder shall arrange for the development of the evaluation program. All materials must be submitted in advance of reporting deadlines for approval.

The contractor shall provide electronic copies of all final materials.

NO MATERIALS SHALL BE MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE NJDOL PROJECT MANAGER.

The selected contractor shall execute all contracts independently and not as an agent of the State. All cost benefits must be passed to the State. The contractor shall submit percent net cost with its invoice for all materials under the contract. The State shall retain the right to audit the selected contractor's books to verify that the State is receiving all net prices, discounts, and rebates.

## **5 GENERAL CONTRACT TERMS**

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

### **5.1 CONTRACT TERM AND EXTENSION OPTION**

The base term of this Contract shall be for a period of one (1) year.

This Contract may be extended up to 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.

The State reserves the right to request and negotiate pricing for services and any additional work.

### **5.2 CONTRACT TRANSITION**

Not Applicable

### **5.3 PERFORMANCE SECURITY**

Not applicable.

### **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**

This is not applicable as this Contract is for services.

### **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 payments via automatic deposit from the State of New Jersey, the Contractor must complete the EFT information within its **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

- A. Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.



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

Not applicable

### **6.1 TAX RETURN DATA SECURITY**

#### **A. PERFORMANCE**

1. In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
2. All work will be done under the supervision of the Contractor or the Contractor's employees;
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract Disclosure to anyone other than an officer or employee of the Contractor will be prohibited;
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material;
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and the Contractor will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures;
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used;
7. All computer systems receiving, processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
8. No work involving federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS;
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office; and
10. The agency will have the right to void this Contract if the Contractor fails to provide the safeguards described above.

#### **B. CRIMINAL/CIVIL SANCTIONS**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years', or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1;
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These enalties are prescribed by IRC section 7213A and 7431;
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to

Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000; and

4. Granting a Contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification per IRS Publication 1075. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6 of IRS Publication 1075, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

#### C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

## **7 QUOTE EVALUATION AND AWARD**

### **7.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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

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

### **7.2 CLARIFICATION OF QUOTE**

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

### **7.3 TIE QUOTES**

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

### **7.4 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.

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

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

### **7.6 EVALUATION CRITERIA**

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

Responses will be evaluated based on price and other factors that are determined by the Evaluators to be the most advantageous to the NJDOL. **All Responses must include a price schedule that identifies the costs, based on the Contractor's State Contract pricing, and provides sufficient details to support the costs and show a direct correlation to deliverables.**

#### **7.6.1 TECHNICAL EVALUATION CRITERIA**

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

- Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract.
- Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- Ability of firm to complete the Scope of Work based on its Proposal: The overall ability of the Bidder to undertake and successfully complete the requirements set forth in this RFQ.
- Pricing: All pricing must be submitted on the attached Price Schedule and submitted as a separate document, and not included with the Bidder's Technical Proposal. Pricing will be ranked and may not be the sole determination of the successful bidder. All pricing must be Inclusive 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.

#### **7.6.2 PRICE EVALUATION**

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

#### **7.7 QUOTE DISCREPANCIES**

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

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

The Bidder is advised to submit its most competitive technical and price Quote in response to this RFQ. The Using Agency reserves the right to award a Contract based on the initial pricing submitted without requesting a Best and Final Offer (BAFO). 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.

The Using Agency may invite one (1) Bidder or multiple Bidders to submit a BAFO. Said invitation will establish the time and place for submission of the BAFO. The Using Agency may conduct more than one (1) round of BAFO in order to attain the best value for the State. 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.

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

#### **7.9 POOR PERFORMANCE**

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

- A. Contract cancellations for cause pursuant to State of New Jersey Standard Terms and Conditions Section 5.7(B);
- B. Information contained in Contractor 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.

#### **7.10 RECOMMENDATION FOR AWARD**

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

#### **7.11 CONTRACT AWARD**

Contract award(s) will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number and available on [NJSTART](#).

## 8 GLOSSARY

### 8.1 CROSSWALK

Current DPP Template Term	Equivalent Statutory, Regulatory <b>NJSTART</b> and/or Legacy Term
Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Contract	Master Blanket Purchase Order (Blanket/Blanket P.O.)
Contract Amendment	Change Order
Administrative Change Order	Change Order
Quote	Proposal/Bid
Contractor	Vendor/Contractor
Bidder	Bidder/Contractor

### 8.2 DEFINITIONS

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

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

**Administrative Change Order** – A unilateral administrative modification to the Contract in the **NJSTART** system by the Division. Administrative Change Orders are not to be considered formal Contract Amendments.

**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 contractors 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 contractor 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 RFQ as meeting Using Agency needs and confirmed as meeting product specifications.

**Authorized Purchasers** – shall mean any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch (“State Purchasers”), Cooperative Purchasing Partners, and/or Intrastate Cooperative Purchasing Partners.

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

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

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

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

**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 Quote in response to the RFQ.

**Breach of Security** – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security,

confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

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

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

**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.

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

**Contract Amendment** – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the person with the appropriate signing authority. Contract Amendments are tracked using Change Orders in [NJSTART](#). Please note that Administrative Change Orders (see definition above) are not considered Contract Amendments.

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

**Contractor 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. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

**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.

**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.

**Days After Receipt of Order (ARO)** – The number of Calendar Days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

**Dealer/Distributor** – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the RFQ and must agree to provide all products and services in accordance with the Contract 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 RFQ that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

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

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

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

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

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

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

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

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

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

**Materials in Solid Waste** – Material found in the various components of the solid waste stream. 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 Quote for an item on a price line.

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

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

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

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

**Personal Data** means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the

dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

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

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

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

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

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

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

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

**Protected Health Information or PHI** - has the same meaning as the term is defined in the regulations adopted pursuant to

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

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

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

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



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

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

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

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

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

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

**Security Incident** - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or 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 Contract Amendment.

**State Data** - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system

owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

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

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

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

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

**Task** – A discrete unit of work to be performed.

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

Parties, and derivative works and compilations of any Third Party Intellectual Property.

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

**US CERT** – United States Computer Emergency Readiness Team.

**USEPA** – United States Environmental Protection Agency

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

**Vendor** – Either the Bidder or the Contractor.

**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, Contractor Intellectual Property or Third Party Intellectual Property.

### 8.3 CONTRACT SPECIFIC DEFINITIONS

**Administrative Burden** – The burden individuals, families, and small businesses are subject to when interacting with government programs, like complicated forms and application processes.

**Navigator** – A person who helps individuals understand and access programs by guiding them through eligibility and application processes

**New Jersey Temporary Disability Insurance** - Temporary Disability Insurance provides cash benefits to New Jersey workers who have to stop working due to a physical or mental health condition or other disability unrelated to their work.

**New Jersey Family Leave Insurance** - Family Leave Insurance provides New Jersey workers cash benefits to bond with a newborn, newly adopted, newly placed foster child, to provide care for a seriously ill or injured loved one, or cope with domestic or sexual violence.