

New Jersey Motor Vehicle Commission

STATE OF NEW JERSEY

P.O. Box 160 Trenton, New Jersey 08666-0160

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# Request for Quotation-RFQ #SST-03292017AK for New Jersey Motor Vehicle Skip the Trip Advertising Campaign

# Date Issued: March 30, 2017

# Respondent's Electronic Question Due Date: April 4, 2017 by 2:00 PM

(Refer to RFQ Section 1.3.1 for more information.) Quotation Submission Date: April 7, 2017 by 2:00 PM

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# 1.0 INFORMATION FOR BIDDERS

#### 1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the New Jersey Motor Vehicle Commission (NJMVC, MVC). The purpose of this RFQ is to solicit Quotes to create, design, write, produce, budget, and administer results of an advertising initiative. The campaigns within the initiative shall promote public awareness utilizing print, radio, television, Internet, and other forms of media as agreed upon at the time of project assignment.

The intent of this RFQ is to award a Contract to that responsible Bidder who's Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The State may award any and 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 by the MVC State Contract Manager (SCM) or designee to be in the State's best interest.

The State of NJ Standard Terms and Conditions accompanying this RFQ will apply to all Contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction.

#### 1.2 BACKGROUND

The NJMVC is seeking Quotes for Creative Services: Television/Radio Commercials production, media placement, and supporting collateral that will enhance and promote awareness to support the Skip the Trip (STT) initiative.

In the fall of 2012, the New Jersey Motor Vehicle Commission launched the Skip the Trip program inviting eligible drivers to renew their license or non-driver ID through the mail. As of February 2017, more than 1.7 million customers had taken advantage of this program, thereby reducing the lines at our Agencies. Customers who utilize Skip the Trip provide mutual benefit to those customers who did not have the 1.7 million people in line with them at an Agency.

In an effort to capitalize on this customer friendly service, the NJMVC has launched a multi-faceted marketing campaign, to include digital billboards, posters in NJMVC Agencies, print, NJ Transit bus tail advertisements, Pandora Radio and an established digital and broad reach marketing campaign. The Skip the Trip program was introduced to drivers with the message "You Have Better Things to Do, Skip the Trip" and "The Gift of Time".

The NJMVC intends to continue this successful momentum by placing additional digital, print and radio advertisements for an approximate four (4) to six (6) week statewide campaign between April 2017 and May 2017.

#### 1.3 KEY EVENTS

## 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The NJMVC will accept questions pertaining to this RFQ, electronically, until **2:00 P.M. EST Tuesday, April 4, 2017**. Questions shall be directed via email to: <u>procurement@mvc.nj.gov</u>

#### 1.3.2 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by **Friday**, **April 7**, **2017**, **2:00 P.M. EST**, via email ONLY to the MVC, Division of Procurement, Alan Krupa. <u>ANY QUOTE NOT RECEIVED</u> <u>BY THE SPECIFIED TIIME WILL BE REJECTED</u>. Submit Quote to: <u>procurement@mvc.nj.gov</u> When submitting an electronic Quote do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

A Quote must arrive at the Commission in accordance with this RFQ's instructions within the time frames specified above. Electronic Quotes via email are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration.

NOTE: The State's e-mail system cannot accept file sizes greater than 5 MB per e-mail. Hard copy submission will not be accepted.

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a Bidder's Quotation.

#### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 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.

#### 1.4.2 COST LIABILITY

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.

#### 1.4.3 JOINT VENTURE

If a Joint Venture is submitting a Quote the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Each party to the Joint Venture must individually comply with all the forms and certification requirements.

#### 1.4.4 QUOTE ACCEPTANCES AND REJECTIONS

<u>N.J.A.C.</u> 17:12-2.7(d), the SCM right to waive minor irregularities or omissions in a Quote and 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes. In addition, pursuant to <u>N.J.S.A.</u> 52:34-12, the SCM retains the right to reject all Quotes if it is in the public interest.

## 2.0 **DEFINITIONS**

#### 2.1 GENERAL DEFINITIONS

The following definitions will be part of any Contract awarded or order placed as result of this RFQ.

**Addendum** – Written clarification or revision to this RFQ issued by the Division of Purchase and Property. Addenda, if any, will be issued prior to Quote opening.

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.

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

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

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

**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, and any subsequent written document memorializing the agreement.

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

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

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

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

**Request for Quotation (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 Addenda.

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

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

State – The State of New Jersey.

**State Contract Manager or SCM** – The individual, as set forth in Section 7.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

State Standard Terms and Conditions – The Standard Terms and Conditions attached to this 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 [the 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.

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

**MVC** – Motor Vehicle Commission

#### 2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

STT- Skip the Trip

Radio Buy - Media buying; to negotiate prices and placement for advertisements.

E-Blast - An e-mail message that is sent out to many recipients.

**Bus Tail** – Advertisements displayed on the rear exterior of a bus.

# 3.0 SCOPE OF WORK

The Contractor must begin work in the second half of April, 2017 as directed by the NJMVC via task order as described in Section 3.4 of this RFQ. These services require production to begin Day 1 of the Contract. No advertising activities shall be conducted, made public, or disseminated without the written approval of the State Contract Manager (SCM).

#### 3.1 GENERAL REQUIREMENTS

The Contractor shall provide creative services to design, write, produce, budget, and administer this advertising initiative. The initiative shall include campaigns that will promote public awareness utilizing print, radio, television, Internet, and other forms of media as agreed upon at the time of project assignment by the MVC.

Beginning on or about April 15, 2017 and ending approximately May 15, 2017, the Contractor shall develop an advertising campaign and supporting promotional plans complete with goals and objectives. Promotional strategies and tactics must reinforce and enhance consistent messaging and meet specific program goals, based on the available funding.

Following implementation of an MVC approved promotion plan, the Contractor shall provide analysis of its efforts to determine the campaign aids for the motoring public STT program.

#### 3.2 ADVERTISING SERVICES

The Contractor shall promote the Skip the Trip marketing services in support of the goals specified within this RFQ.

The NJMVC intends to continue its success with additional digital, print and radio advertisements for a four (4) to six (6) week campaign between April 2017 and May 2017, statewide. This must include, but is not limited to creativity, development, production and placement costs for:

**Digital Banners**: Digital banners shall appear prominently on high traffic social media websites (Facebook, Instagram, Twitter, etc.) with target audiences in densely populated areas within New Jersey. This shall include, but may not be limited to NJ.com, WKXW, northjersey.com and pressofatlanticcity.com websites as well. Placed banner advertisements must include embedded hyperlinks to: <u>http://www.nj.gov/mvc/Licenses/HowToRenew.htm</u>. Data on impressions, clicks, demographics and any additional information shall be provided by the contractor to the MVC upon request, no later than completion date of the campaign.

**Print Advertisements**: Print advertisements shall be placed within New Jersey publications, which must include, but may not be limited to The Star Ledger, Bergen County Record, Press of Atlantic City and weekly ethnic publications. Each ad shall run not less than once each week during the campaign. More frequent ads may be necessary. Ad frequency will be mutually agreed in advance between MVC and the Contractor.

**Radio Advertisements**: Radio commercials are to include: thirty (30) second and ten (10) second recorded and live reads. Contractor scripts and proposed, scheduled commercial buys must be preapproved by the MVC and produced by the vendor prior to being placed. Commercials shall be placed during peak times and include traffic and weather sponsorships. Commercials are to be monitored by the contractor to identify the most effective air-time. Placements shall include, but are not limited to, CBS Broadcasting Inc., Townsquare Media, iHeartRadio and local radio stations.

**Campaign measurements**: Upon the completion of the four (4) to six (6) week campaign, the vendor must deliver measurable and tangible results. Contractor efforts must maintain, and strive to increase, the current 75% Skip the Trip customer adoption rate order to meet MVC requirements and achieve campaign success.

#### Campaign Requirements shall include:

- A. Recommend and develop objectives and strategies targeted to designated markets and/or the general public;
- B. Develop and submit a mobilization media plan with associated timelines to provide media mix details, recommend media outlets as well as a media schedule as per Section 4.1.3. The media plan <u>must</u> detail:
  - 1. target audience identity;
  - 2. specific media to be used;
  - 3. timing, frequency, penetration and placement duration;
  - 4. how recommended outlets match the target audience;
  - 5. how the various elements of the plan are integrated for maximum impact, cost effectiveness, return on investment; and
  - 6. complete itemization of media cost.
- C. The Contractor shall propose to create, produce and distribute a media mix consisting of, but not necessarily limited to:
  - 1. television advertisements;
  - 2. out-of-home advertisements;
  - 3. radio spots;
  - 4. internet advertisements;
  - 5. print advertisements;
  - 6. pod casts/webcasts; and
  - 7. e-blasts; and/or other advertising;
- D. Audit advertising and media placements released through various media to verify quality, timing, position, and distribution are consistent with the specified media plan and schedule;
- E. The Contractor shall contract with the media and other third parties for ad placement. The Contractor is responsible for all media buys, including the negotiation of the best possible rates. The Contractor shall enter into all such contracts as the prime Contractor and not as

an agent of the State.

- **F.** Contractor shall, upon request, provide **all documentation and material for each component of the media mix including any electronic** documentation relative to internet and social media produced to fulfill the requirements.
- G. The Contractor shall supply photographic services as needed and secure written MVC approval in advance of all work
- H. Design and produce collateral pieces (e.g., brochures, posters, flyers, newsletters, etc.).

#### 3.3 PROJECT MANAGEMENT

NJMVC requires the successful Contractor to provide a dedicated Senior Account Executive, or equivalent, to manage this Contract.

Serving in this capacity, the Senior Account Executive shall act as primary Point of Contract (POC) responsible for managing the Contract, ensuring timelines and deadlines are met, provide on-going status of each advertising campaign, ensure timely communication and completion of all tasks specified upon MVC request.

#### 3.3.1 COMMUNICATIONS - REPORTING/TEAM TELECONFERENCE MEETINGS:

Each week the Senior Account Executive and any contractor staff involved in specific and current campaign(s) in process, shall participate in a "tracker call" teleconference, or in-person meeting estimated to be one (1) hour in duration, to address project timelines, bottlenecks and requirements, as identified by the MVC.

No additional compensation will be provided to the contractor for participation in this weekly meeting or for preparation and submittal of the requisite reports.

#### 3.3.2 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend an *Initial Organizational Meeting* with the MVC, and other staff members, as appropriate, to launch the Marketing program. The meeting will be held at the New Jersey Motor Vehicle Commission, 225 East State Street, Trenton, NJ 08666. **The Initial Organizational Meeting shall be held within two business (2) days of the Contract award date and will encompass one (1) full business day** (i.e. 8:00 AM to 5:00 PM). The purpose of which is to allow the Contractor (and any staff assigned to perform work against the resulting contract) an opportunity to meet members of MVC Communications staff, to gain a clear understanding of performance expectations and preliminary timeline requirements.

The following individuals/positions (or the equivalent) supporting the Contractor must be present at this Initial Organizational Meeting:

#### A. President;

- B. Senior Account Executive;
- C. Advertising Account Manager; and
- D. Creative SCM

#### 3.3.3 ATTENDANCE AT MEETINGS:

Following the *Initial Organizational Meeting*, the Senior Account executive and support staff shall be required to attend and participate in meetings with MVC staff, regarding the Scope of

**Work, as required.** Meetings will be conducted within New Jersey and may take place at the MVC offices located at 225 East State Street in Trenton or at other locations within the State, as appropriate.

#### 3.4 DELIVERABLES

The MVC will determine approval for Contractor services to proceed on a project-by-project basis under an approved advertising plan. The MVC will provide the Contractor with a project-specific task order prior to the commencement of work for each particular advertising campaign.

The Contractor shall respond to each campaign with:

- A. A detailed cost estimate for the project-specific task order, based on its awarded price schedule as set forth in the contract. The cost estimate must include a "not-to- exceed amount" on each individual task provided, specific itemized deliverables, detail of the positions assigned to perform work and the corresponding All Inclusive Hourly Rates;
- B. A timeline for completion and FIRM due date. If the Contractor is unable to meet the requisite deadline identified, it must clearly indicate a new proposed completion date with its project-specific estimate / quotation response.

The MVC will review and respond to the Contractor with questions, approval or rejection of the Contractors cost estimate <u>via e-mail</u>, for each particular project. If the cost estimate for a particular project is rejected, the Contractor will be asked to amend or resubmit its cost quotation within three (3) business days for approval. If the NJMVC rejects the Contractor's cost estimate/ quotation for a given project; the MVC reserves the right to negotiate the time and level/ title of employee assigned to the particular advertising campaign. Contractor must not begin work without written MVC approval on each project.

# 4.0 QUOTE PREPARATION AND SUBMISSION

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ.

Use of URLs in a Quote should be kept to a minimum and may not be used to satisfy any material term of an RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed (or if a Quote is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quote. Additional URLs on the copy of the URL page shall not be considered as part of the Quote unless a copy of those URL pages are also provided.

#### 4.1 QUOTE CONTENT/RFQ RESPONSE

The Quote should be submitted with the content of each section as indicated below.

Section 1 - Technical Quote (Section 4.1.1) Section 2 - Sample Campaign (Section 4.1.2) Section 3 - Mobilization Plan (Section 4.1.3) Section 4 – Price Sheet (Section 4.1.4) Section 5 – Forms/Miscellaneous Items

#### 4.1.1 TECHNICAL

The Bidder must describe its approach and plans for accomplishing the work outlined in Scope of Work Section 3.2 in a narrative format. The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. This narrative should demonstrate a plan for commencing work by the middle of April, 2017 and addressing that these services require a quick turnaround, production should begin on Day 1 of the Contract. Bidder must include the level of detail it determines necessary to assist in the evaluation of this Quote.

The Technical evaluation will be based upon, but may not be limited to the sample campaign and mobilization plan requested in this section.

#### 4.1.2 SAMPLE CAMPAIGN

The campaign shall focus on promoting current Skip the Trip program.

The Bidder shall provide an advertising sample plan that includes the elements below for advertising and public relations:

Campaign advertisement statement Campaign advertisement start and end dates Marketing taglines Identification of the target audience; Specific media to be used; Timing, frequency, penetration and length of placement; Justification as to how recommended outlets match the target audience; Justification as to how the various elements of the plan are to be integrated for maximum impact, cost effectiveness and return on investment; and a complete itemization of media cost. List of campaign staff/positions and salary rate/cost per personnel resource.

#### 4.1.3 MOBILIZATION PLAN

It is essential that the State have quick access to the Contractor resources and services this Contract is to provide. Therefore, each Bidder shall include as part of its response a mobilization plan, detailing how the Bidder intends to begin campaign assignments on Day 1 of the Contract.

Such mobilization plan should include the following elements:

- a. A detailed timetable for initial mobilization on Day 1. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract and be fully operational from the date of notification of award;
- b. The Bidder's plan for the deployment, use of management and supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization of the Contract on Day 1;

The campaign shall focus solely on promoting the Skip the Trip program.

#### 4.1.4 PRICE SHEET

The Bidder must submit its pricing using the supplied price sheet accompanying this RFQ.

All proposals submitted for consideration under this initiative must include firm, fixed pricing that identifies the costs and show a direct correlation to deliverables. Note: The pricing should also clearly identify the title and hourly rate of all individuals assigned to each deliverable identified in the Scope of Work.

#### 4.1.5 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED

#### 4.1.5.1 SUBCONTRACTOR UTILIZATION FORM

The Subcontractor Utilization Plan form is located on the <u>Division's website</u>, this form should completed by the Bidder if a subcontractor will be used.

#### 4.1.5.2 ALL STATE CONTRACT/PURCHASE ORDER REQUIREMENTS

Upon notice of award issuance, and <u>before a Purchase Order can be issued</u>, the contractor is required to submit a completed Delegated Purchasing Authority (DPA) Packet\*. To obtain the DPA packet refer to the Department of Treasury, Division of Purchase and Property website at: <u>http://www.nj.gov/treasury/purchase/forms/DPA\_Packet.pdf</u> Please visit Division of Purchase & Property for forms and definitions at: <u>Division's website</u>

SOURCE DISCLOSURE OWNERSHIP DISCLOSURE FORM DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM MACBRIDE PRINCIPLES CERTIFICATION VENDOR CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOURSE FORM TWO YEAR CHAPTER 51/ EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FORMS AFFIRMATIVE ACTION SUPPLEMENT BUSINESS REGISTRATION

\*These completed forms should be included with the RFQ response or when requested by the MVC

#### 4.1.5.3 ORGANIZATION CHARTS

A. <u>Contract -Specific Chart</u>. The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) assigned to the Contract. The chart should include the labor category skill set and title of each such individual.

#### 4.1.5.4 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.

If applicable, please note the following components within each description of similar Contract experience:

- A. Campaign production schedule;
- B. Market penetration; and
- C. Any metrics, if used.

As applicable, please also provide samples of the following creative output from similar Contract experience:

- A. Public awareness television advertisements;
- B. Radio spots;
- C. Social media campaigns;
- D. Videos;
- E. Audios; and
- F. Graphic designs.

# 5.0 CONTRACTOR RESPONSIBILITIES TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

#### 5.1 CONTRACTOR RESPONSIBILITIES

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under 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 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.

#### 5.2 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel and/or Sub-Contractors, 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.

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

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

#### 5.3 OWNERSHIP OF MATERIAL

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

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual

property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.

#### 5.4 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State and/or deemed to be confidential.

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

## 6.0 CONTRACT AWARD

#### 6.1 EVALUATION CRITERIA

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ.

- A. <u>Experience of firm</u>: The Bidder's documented experience in successfully completing Contracts of a similar size and scope in relation to the work required by this RFQ.
- B. <u>Ability of firm to complete the Scope of Work based on its Technical Quote:</u> The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.
- C. <u>Price:</u> The Bidder's all-inclusive hourly rates per labor category (Price Sheet)

6.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

Bidders be advised that, at time of award, <u>the awarded bidder</u> is required to submit all require Delegated Purchase Authorization (DPA) paperwork. All bidders **should include** the forms with their bid package given the expedited urgency of this RFQ.

## 7.0 CONTRACT ADMINISTRATION

#### 7.1 STATE CONTRACT MANAGER

The MVC State Contract Manager (SCM) is the State MVC employee responsible for the overall management and administration of this project.

The SCM for this project will be identified at the time of the award of this project. At that time, the Contractor will be provided with the SCM's contact information.