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| **Request for Quotes** |
| **Statewide Septic Tank Waste Removal, Lift Station and Grinder Pump Cleaning**  |

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| --- | --- | --- |
|  | **Date** | **Time** |
| **Due Date For Questions** | November 8th, 2023 | 10:00 AM |
| **Submission Date** | November 14th, 2023 | 10:00 AM |

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.

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| **RFQ Issued By:**New Jersey Department of Transportation  |

Date: November 2, 2023

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# INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Transportation (NJDOT). Bidders are advised to thoroughly read all sections of this RFQ and follow all instructions.

## PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for a Contractor to provide septic waste removal services for the North, Central, and South regions in thirty-three (33) locations.

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

## ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

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

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

# 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.

## QUESTION AND ANSWER PERIOD

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

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

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

## 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 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.

# QUOTE SUBMISSION REQUIREMENTS

## 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.

## 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.

## QUOTE CONTENT

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

* Forms
* Technical Quote
* State Price Sheet

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

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

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

### [OWNERSHIP DISCLOSURE FORM](https://www.state.nj.us/treasury/purchase/forms/OwnershipDisclosure.pdf)

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.

###  [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf)

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.

### [DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf)

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.

### [MACBRIDE PRINCIPLES FORM](https://www.state.nj.us/treasury/purchase/forms/MacBridePrinciples.pdf)

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.

### [SERVICE PERFORMANCE WITHIN THE UNITED STATES](https://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf)

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.

### [SUBCONTRACTOR UTILIZATION PLAN](https://www.state.nj.us/treasury/purchase/https%3A/www.state.nj.us/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf)

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.

### [PAY TO PLAY PROHIBITIONS](https://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdfhttps%3A/www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf)

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

### [AFFIRMATIVE ACTION](https://www.state.nj.us/treasury/contract_compliance/index.shtml)

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>.

### [BUSINESS REGISTRATION](https://www.state.nj.us/treasury/revenue/busregcert.shtml)

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.

### [CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS](https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf)

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

## BIDDER QUOTE OVERVIEW FORM

The Bidder should submit the Bidder Quote Overview Form with its Quote. The Bidder should complete all of the information requested on the form, so that the State is able to evaluate the Bidder’s ability to complete the Scope of Work. The Bidder’s responses to the questions on the form should demonstrate to the State that the Bidder’s plans and approach to complete the Scope of Work are realistic, attainable, appropriate, and that the Bidder’s Quote will lead to the successful completion of the tasks required.

## STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ.

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).

Price lines 1 to 3 – the Bidder shall submit an all-inclusive cost per gallon to remove septic waste from thirty-three (33) holding tanks and cleaning of five (5) grinder pumps, three (3) injector pumps, or four (4) lift stations by region detailed in RFQ Section 4.2. The three (3) regions are: Southern Region, Central Region, and Northern Region. The thirty-three (33) locations are detailed in RFQ Section 4.0.

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

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

# SCOPE OF WORK

## 4.1 General

The NJDOT is accepting bids for the waste removal and disposal from our septic tanks Statewide. This work will be bid out by Regions North, Central and South. The proposal for septic waste removal and disposal will include an hourly labor rate and material disposal price per gallon for each Region (North, Central, South). The cleaning of grinder pumps, injector pumps, and lift stations shall be included in the septic waste removal and disposal price per gallon.

**The scope of work includes the following:**

1. The removal and disposal of septic tank waste from NJDOT Facilities Statewide, monthly, quarterly, bi-annually, or annually.
2. The cleaning of grinder pumps, injector pumps, and lift stations.

## **4.2 The** contractor shall provide septic waste removal and disposal, and cleaning to the twelve (12) NJDOT locations listed below:

**South Region Grinder Pump Location**

1. Cherry Hill DOT **(Yearly)**
Frontage Rd & Rt. 70
Near Rt. 295
Cherry Hill

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Glassboro DOT **(Yearly)**126 Grove Street at Rt.47Glassboro
2. Deepwater DOT (**Yearly)**County Rd 551 (Hook Rd)Exit  1c Rt. 295 southboundDeepwater
3. Mt. Laurel DOT **(Yearly)**Rt. 38, East1/4-mile East of Rt. 295Mt. Laurel
4. Bordentown Training Center (Old National Guard Armory) **(Every 3 Months)**Corner of Rte. 130 NB and Dunn’s Mill RdBordentown

**Central Region Injector Pump Locations** 1. Hamilton DOT **(Yearly)**2779 Kuser Rd.1/4 mile from Rt.130 & Rt.195Hamilton Twp.
2. Freehold DOT **(Yearly)**200 Daniels WayOff Rt. 79Freehold
3. Lakewood DOT**(Yearly)**45 Honey Locust Drive  Behind 84 LumberLakewood

**North Region Lift Stations Locations**1. Hanover Twp. DOT **(Yearly)**Eden Lane & Rt. 287East Hanover
2. Harding Safety Service Patrol (Former Rest Area) **(Yearly)**Sand Spring RoadMorristown
3. Mt. Arlington HQ DOT**(Yearly)**200 Stierli Court, Mt. Arlington
4. Greenwood Lake Airport (**Monthly**)

 126 Airport Road West , Milford NJ |   |  |  | Latitude: 39.69656522Longitude: -75.10849719 |

## The contractor shall provide septic waste removal and disposal to the twenty-one (21) locations listed below:

**South Region locations**

1. Bridgeport DOT **(Every 6 Months)**
Rte. 130 & 322
Bridgeport
2. Elmer DOT **(Every 6 Months)**
355 Rt. 40
At mile marker 21.5
Pittsgrove
3. Folsom DOT **(Every 6 Months)**
Rt. 54 SB & County Rt. 561
Milepost 7.5
Hammonton
4. Cumberland DOT **(Every 6 Months)**
Rt. 49 & Hesstown Rd.
Cumberland
5. Edgewater Park DOT **(Every 6 Months)**
Rt. 130 & Mt.Holly Rd
Behind State Police Barracks
Edgewater Park
6. Red Lion DOT **(Every 6 Months)**
Rt. 70 West of Rt. 206
at Red Lion Circle
Southampton
7. Mays Landing DOT **(Every 6 Months)**
5837 Apple Street
Mays Landing
8. Petersburg DOT **(Every 6 Months)**
400 Old Tuckahoe Rd
Petersburg

**Central Region Locations**

1. West Trenton DOT **(Monthly)**
780 Bear Tavern Rd
(Exit 2 off I-95)
West Trenton
2. Sand Hill DOT **(Monthly)**
3919 Rt. 1
Monmouth Junction
3. College Farm DOT **(Every 6 Months)**
Rt. 1 (north bound)
At College Farm Rd
North Brunswick
4. West Amwell DOT **(Every 6 Months)**
1406 Rt. 179
West Amwell Twp.
5. Bloomsbury DOT **(Every 6 Months)**
1000 Rt. 173
Bloomsbury

**North Region locations**

1. Branchville DOT **(Every 6 Months)**
349 Rt. 206
Branchville
2. Columbia Dot **(Every 6 Months)**
24 Simpson Street
Columbia
3. Lafayette DOT **(Every 6 Months)**
38 Rt. 94 (1/4 mile
North of Rt. 15
Lafayette
4. Riverdale DOT **(Every 6 Months)**
1 Riverdale Rd behind National Guard Armory
Riverdale
5. Sussex DOT **(Every 6 Months)**
Rt. 23 North
At County Rd 565
Sussex
6. Stanhope Electrical DOT **(Every 6 Months)**
89 Rt. 206
Stanhope
7. Port Colden DOT **(Every 6 Months)**
619 Rt. 57 behind State Police Bldg.
Port Colden
8. Yellow Frame DOT **(Every 6 Months)**
Rt. 94 between Mott
Rd & Kerr Rd
Marlboro

# 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.

## CONTRACT TERM AND EXTENSION OPTION

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

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

## DELIVERY TIME AND COSTS

## Not Applicable.

## ELECTRONIC PAYMENTS

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

# QUOTE EVALUTION AND AWARD

**6.1 EVALUATION CRITERIA**

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

1. The Bidder’s demonstration in the Quote that the Bidder understands and is able to complete the requirements of the Scope of Work as sought.

**6.2 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:

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

Bidders should note that this list is not exhaustive.

**6.3 RECOMMENDATION FOR AWARD**

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

**6.4 CONTRACT AWARD**

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

# GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Must** – Denotes that which is a mandatory requirement.

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

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

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

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

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

**Personal Data** means –

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

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

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

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

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

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

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

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

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

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

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

**Shall** – Denotes that which is a mandatory requirement.

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

**Small Business** – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:

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

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

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

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

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

**State** – The State of New Jersey.

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

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

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

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

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

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

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

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

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

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

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

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

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

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