



Request for Quotes

New Jersey Secure Choice Savings

Marketing Services

	Date	Time
Due Date for Questions	7/31/2026	4:00 PM
Submission Date	9/30/2026	4:00 PM

Dates are subject to change. All times contained in this Request for Quotes refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Request for Quotes posted on New Jersey Secure Choice Savings Program's website.

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ATTACHMENT 1 – [State of New Jersey Combined Standard Terms and Conditions](#) (6/3/2025)

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Secure Choice Savings Program Board

1.1 BACKGROUND

Governor Phil Murphy signed the New Jersey Secure Choice Act, [P.L. 2019, c. 56](#) amended P.L.2025 c.379 (the “Act”), in March of 2019 to help private sector employees save for their future in New Jersey (the “State”). The New Jersey Secure Choice Savings Program Board (the “Board”) is responsible for the start-up and administration of the New Jersey Secure Choice Savings Program (the “Program”), which is an automatic enrollment retirement savings program that allows private sector employees to contribute, via payroll deductions, to an Individual Retirement Account (“IRA”) or Roth IRA (as defined under the Internal Revenue Code sections 408 and 408A, respectively).

1.2 PURPOSE AND INTENT OF THE ENGAGEMENT

The Board seeks to engage a vendor (the “Vendor”), for the purpose of creating a marketing, public relations, community outreach, and related services plan and campaign to increase awareness of the Program. This campaign will be directed to covered Employers and Employees as defined in the Act.

The Vendor must have expertise and experience in the following areas: developing branding and creative content for Public Service Announcements (“PSAs”) and assisting with the management of paid and earned media events and other types of public-facing marketing efforts. Other responsibilities include producing and timely distributing materials through digital media, including the Program website and social media platforms.

It is the intent of the State to award a contract (“Contract”) to that responsive bidder (“Bidder”) whose quote (“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, in the sole discretion of the State, doing so is deemed to be in the State’s best interest.

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 Board will electronically accept questions and inquiries from all potential Bidders. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ.

A Bidder shall submit questions only to the Program by email at: Retire.Ready@scp.nj.gov. The Bidder should submit questions with an email subject line titled: “NJ SCSP Marketing RFQ Questions”.

The Program 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 can be found on the cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by way of addenda (“Addenda,” each an “Addendum”). Addenda to this RFQ, if any, will be posted to the Secure Choice Savings Program’s website. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by bid amendment (“Bid Amendment”). Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with the RFQ on the Program’s 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 Board by the required date and time indicated on the RFQ cover sheet. If the Quote submission deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received by the Quote submission 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 due to a Bidder’s failure to be knowledgeable as to all 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 QUOTE CONTENT

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

1. Forms
2. Technical Quote

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 the 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.

3.4 FORMS, REGISTRATION AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

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

3.4.1 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 percent (%) or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; or, (b) a Bidder with any direct or indirect parent entity which is publicly traded

may submit 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 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.

3.4.2 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, of the State may deem the Quote non-responsive.

3.4.3 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) days of the State's request or the State may deem the Quote non-responsive.

3.4.4 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 s 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 with seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.5 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.

3.4.6 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.

3.4.7 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 it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instructions, and the application are available at: https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.4.8 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.

3.4.9 CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

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 provisions of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L. 2022, c.3, sec. 1(e) If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

3.5 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 Quote.

3.5.1 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 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 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.

3.5.2 CONTRACT MANAGEMENT AND COMMUNICATION WITH THE STATE CONTRACT MANAGER

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

3.5.3 REQUIRED STANDARDS, DELIVERABLES, AND DUTIES

The Bidder shall provide explanations and examples of how it will achieve each of the tasks outlined below:

- A. Provide an implementation timeline and plan.
- B. Develop a comprehensive marketing and communication plan in line with current branding.
- C. Selecting and prioritizing the appropriate digital media channels as well as creating a digital media strategy.
- D. Developing Search Engine Optimization Program guidelines.
- E. Assisting Program Staff to reach expanded participant base in accordance with new mandates including, assisting Program Staff to create forms, letters, and electronic communication materials concisely in plain language.
- F. Providing Content for designated documents identified in English, Spanish, Portuguese, Korean, Gujarati, Chinese (Both Mandarin and Cantonese), French Creole, Haitian Creole, and Arabic in accordance with P.L. 2023, c.263.

3.5.4 ORGANIZATION EXPERIENCE

- A. The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contract 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.

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.

- B. If the Bidder intends to use Subcontractors, Bidder must indicate whether there is any relationship between the Bidder and the Subcontractor(s) identified. For example, please provide copies of the applicable affiliation agreement, Fee and/or Revenue Sharing Agreements.

3.5.5 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.

3.5.6 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 a similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of 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.

3.6 INSTRUCTIONS FOR THE SUBMISSION OF PRICING

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

4 SCOPE OF SERVICES

The Vendor selected for this engagement shall provide the services identified below to the Board:

- A. In consultation with Program Staff, develop a comprehensive marketing and communications plan (the “Plan”), and execute the Plan as directed and approved by the Executive Director of the Program. The Plan shall include, but not be limited to, the following:
 - 1. Multi-State Partnership Branding.
 - 2. Selecting and prioritizing the appropriate digital media channels, as well as creating a digital media strategy, including the development of an unpaid social media strategy.
 - 3. Establishing Search Engine Optimization (“SEO”) Program guidelines and creating direct mail campaigns.
- B. Vendors should have experience communicating in plain language, to diverse communities, and have the ability to facilitate translations with graphic adaptations that are appropriate to cultural needs. Content created for the Plan must be made available in English and Spanish, and other languages as identified by the Program staff. The Plan should incorporate a strategy for communications through a variety of mediums in order to reach Employees and Employers. These content delivery channels should include, but not necessarily be limited to, the use of Facebook, Instagram, Twitter and any other social media platforms to effectively engage Employers and Employees.
- C. In consultation with Program staff and at the direction of the Program Executive Director, create, manage, and execute a state-wide outreach campaign to the various organizations throughout the State that support or represent businesses, including but not limited to the New Jersey Business Action Center, state and local chambers of commerce, and community organizations.
- D. Identify events and/or conferences hosted by various State agencies, business organizations, or Employers and Employees with a shared interest in promoting the Program for participation by Program staff.
- E. At the direction of the Executive Director, develop, manage, and adhere to timelines for the delivery of the services in this Section in order to meet the Program’s objectives.
- F. Meet regularly with Program Staff to review tactics as feedback and data from marketing efforts becomes available, and adjust strategies and content as needed.
- G. Provide weekly and quarterly reports to Program staff of the following metrics: impressions, clicks from digital ads, video views, production and deployment of all advertising by type of asset, and other metrics developed in consultation with the Program Executive Director that are determined to be relevant and useful to gauge the Plan’s success. All data and metrics from the marketing and outreach shall be provided to the Program for the Program’s benefit and use.
- H. Attend Board Meetings as requested.
- I. Such other marketing and communications services and advice as requested by the Program Executive Director.

No activities shall be conducted, made public, or disseminated without the prior, express approval of the Program Executive Director.

Note: The Vendor must comply with all local, State and federal laws, rules and regulations applicable to this engagement and to the services performed hereunder. All contractual arrangements shall be governed and construed and the rights and obligations of the parties hereto shall be determined and in accordance with the laws of the State of New Jersey.

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 TERM

The term of this engagement will be for a period of three (3) years starting with the issuance of a Notice to Proceed by the Board to the selected Vendor. The Board anticipates issuing the Notice to Proceed in December 2026.

This Contract may be extended up to maximum of three (3) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its

own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third-party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third-Party Intellectual Property. Contractor agrees that its use of Third-Party Intellectual Property shall be consistent with the license for the Third- Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *RFQ Section 6 – Data Security Requirements – Contractor Responsibility*.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third-Party Intellectual Property that is now owned or subsequently owned by a third party.

5.3 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](#).

6 FEE PROPOSAL

- A. The bidder must provide a person-hour and/or labor category mix chart for the services described under *Section 4 Scope of Services* above. The hourly rates used for each labor category shall be the all-inclusive hourly rates no greater than those submitted in response to the Bid Solicitation.
- B. The bidder must provide a chart showing the person-hours proposed to meet the requirements of the request for competitive engagement pricing. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the request for competitive engagement pricing. The chart shall set forth, for each task, sub-task or other work element, the total number of person- hours, by labor category, proposed to complete the scope of work.
- C. Any costs incurred in executing the Plan, for the benefit of the Program, will be paid by the contractor, and reimbursed by the Program.
- D. In response to this engagement request, vendors may submit lower pricing than what was originally proposed, either a lower mark-up rate, or lower hourly rates, but not higher. If a vendor submits lower pricing, that pricing will become the vendor’s pricing for this engagement only.

7 SUBMISSION OF THE PROPOSAL

- A. The potential vendor is advised to thoroughly read and follow all instructions. The proposal must contain all of the information in the order and format indicated below. All terms and conditions set forth in the Bid Solicitation will be deemed to be incorporated by reference in their entirety into any response submitted by the vendor.
- B. The Board assumes no responsibility and bears no liability for costs incurred in the preparation and submission of a proposal, or attendance of interviews, if any, in response to this engagement request. The Board assumes no responsibility and bears no liability for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.
- C. A copy of your proposal must be emailed to Retire.Ready@scp.nj.gov. The proposal must be received by the date and time shown on the cover page. Proposals received after the time and date will not be considered. Physical proposals will not be accepted or reviewed.
- D. In the proposal, please respond to each of the following questions by repeating the question at the top of the section and referring to the question by the number below:
 - 1. Please include the addresses, telephone numbers, and email addresses for those individuals who will be directly responsible for performing the work under this engagement on a day-to-day basis and the individual who will lead the assignment(s) if selected. Please also provide brief resumes including relevant experience for those individuals;
 - 2. Provide a list of all marketing campaigns on which your firm has served that are of comparable size and scope of service;
 - 3. Discuss any innovative ideas used for marketing options that may be beneficial to the Program;
 - 4. Provide three (3) references from current and/or past clients and discuss the services you have provided or are currently providing to them;
 - 5. Provide the names of all clients who have terminated your firm’s services in the last three (3) years. In each case, detail the reason for termination.

- E. The Proposal must meet State expected impressions and expected measurable impact/reach and demographics. In the proposal, please respond to each of the following by repeating the request at the top of the section and referring to the request by the number below:
1. A detailed approach to perform the scope of work reflecting the requirements of the engagement including, but not limited to, campaign details, collateral, social media plan, media plan, and associated research, including a project plan including the timeframe for project completion, specific description of, and schedule for, deliverable items, and a schedule of labor and mark-up costs associated with specific events and deliverables.
 2. The Proposal shall also include examples of previous campaigns and metrics reached, as well as examples of any applicable resulting behavioral change.
 3. Vendors shall provide examples of ad campaigns for underserved communities and include examples of translated materials.
- F. All documents and information submitted in response to this engagement request will become property of the Program and shall be open to inspection by members of the general public once the selection process is complete, in accordance with the “New Jersey Open Public Records Act” (“OPRA”) (N.J.S.A. 47:1A et seq.), as amended, and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law. In responding to an OPRA request, any proprietary and/or confidential information in a firm’s proposal will be redacted by the Program. The firm may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the firm has a good faith legal and/or factual basis for such assertion. The Program reserves the right to make the determination as to what is proprietary or confidential and will advise the firm accordingly. The Program will not honor any attempt by a firm to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the firm’s assertion of confidentiality with which the Program does not concur, the firm shall be solely responsible for defending its designation.

8 QUOTE EVALUATION AND AWARD

8.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State 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 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 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. 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 Board within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Board within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

8.2 TIE QUOTES

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

8.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

8.4 STATE'S RIGHT TO CHECK REFERENCES

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

8.5 EVALUATION CRITERIA

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

8.5.1 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:

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: 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.

8.5.2 PRICE EVALUATION

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

8.6 QUOTE DISCREPANCIES

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

8.7 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 Combined Standard Terms and Conditions Section 5.7(B);
- B. information contained in Vendor performance records;
- C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

8.8 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Program will recommend to the Board, the responsive Bidder whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

8.9 CONTRACT AWARD

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

9 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be reviewed and scored by an evaluation committee pursuant to the grading scale it creates and a recommendation for appointment will be made to the Board. The Board reserves the right to request clarifying information subsequent to the submission of the proposal if necessary.

Interviews may be conducted, at the option of the evaluation committee, with any or all of the firms submitting a proposal. If interviews are to be held, firms will be notified.

The Board will evaluate proposals based on the vendor's overall technical approach and plans to meet the requirements of this Scope of Services. The proposal should convince the Board that the vendor understands the objectives that the Scope of Services, the nature of the required work and the level of effort necessary to successfully complete the project. Vendor proposals will also be evaluated based on the vendor's ability to reach the target audience through multi-media.

The vendor whose proposal, conforming to the Scope of Services, is most advantageous to the State, price and other factors considered, will be recommended for award.

10 GLOSSARY

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

Account Holder - A participating employee, non-participating employee, former employee and/or derivative account.

Bid or RFQ – The documents which establish the bidding and Contract requirements and solicit Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, the 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 purpose 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 Board 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.

Employee - “Means any individual who is 18 years of age or older, who lives in this State or is employed by an employer in this State, and whose wages are subject to withholding as provided in the "New Jersey Gross Income Tax Act," N.J.S.A. 54A:1-1 et seq. For the purposes of this act, an employee who is co-employed by an employee leasing company or professional employer organization and a client company pursuant to an employee leasing agreement or professional employer agreement, as such terms are defined in section 1 of P.L.2001, c.260 (C.34:8- 67), shall be treated as employed by the client company and not by the employee leasing company or professional employer organization.” N.J.S.A. 43:23-14.

Employer – “Means a person or entity engaged in a business, industry, profession, trade, or other enterprise in New Jersey, whether for profit or not for profit, that has at no time during the previous calendar year employed fewer than 25 employees in the State, has been in business at least two years, and has not offered a qualified retirement plan, including, but not limited to, a plan qualified under section 401(a), section 401(k), section 403(a), section 403(b), section 408(k), section 408(p), or section 457(b) of the Internal Revenue Code, or a plan sponsored by an employee leasing company or professional employer organization with which the employer has an employee leasing agreement or professional employer agreement as such terms are defined in section 1 of P.L.2001, c.260 (C. 34:8-67), in the preceding two years. “Employer” shall not mean the State, its political subdivisions, any office, department, division, bureau, board, commission or agency of the State or one of its political subdivisions, or any public body in the State.” N.J.S.A. 43:23-14.

Evaluation Committee – A group of individuals or a Board 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 - 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 - 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 - 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 – “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.

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, the

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 – “(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.

Stakeholder(s) – Shall include any State Department, or contracted service provider approved by the Program.

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.