



Board of Public Utilities Request for Quotation

Consulting Services for New Jersey Solar For All Program

	Date	Time
Due Date For Electronic Questions Refer to Bid Solicitation Section 2.1 for more information.	8/23/2024	2:00 PM
Quote Opening Date Refer to Bid Solicitation Section 3 for more information.	9/20/2024	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.
All changes will be reflected in Bid Amendments to the Bid Solicitation.

Request For Quotation Issued By:

State of New Jersey
Board of Public Utilities
P.O. Box 350
Trenton, New Jersey 08625-0350

Date: 8/9/2024

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1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION

This Bid Solicitation is issued by the Board of Public Utilities (“Board” or “BPU”). Bidders are advised to thoroughly read all sections of this Bid Solicitation and follow all instructions.

1.1 PURPOSE AND INTENT

The purpose of this RFQ is to solicit quotations to engage a contractor (“Contractor”) to provide technical services and expertise that will aid the Board in fully developing and administering the New Jersey Solar for All Program (“NJSFA” or “Program”) pursuant to the State of New Jersey’s (“State”) grant award from U.S. Environmental Protection Agency (“USEPA”) under the “Solar for All” grant opportunity.

The intent of this RFQ is to award a contract to a responsible Bidder ahead of the USEPA’s anticipated September 2024 award to maximize the five (5)-year use period for the Solar for All federal grant funding. This RFQ is wholly contingent on the USEPA’s award timeline and approved spending scope for NJSFA. The Board will award a quotation, conforming to this RFQ, that is most advantageous to the State, price and other factors considered. The State is seeking to award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Board, Staff of the Board (“Staff” or “BPU Staff”), or the Board’s designee to be in the State’s best interest.

The State of NJ Standard Terms and Conditions (“SSTC”) and the Waiver Contract/Delegated Purchase Authority Supplement to the SSTC (“Waiver Supplement”) accompanying this RFQ will apply to all contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise. The SSTC and Waivered Supplement are available at the following url:

<https://nj.gov/treasury/purchase/forms/CombinedStateofNewJerseyStandardTermsandConditionsandWaiveredSupplement.pdf>.

Bidders intending to subcontract and have work performed outside the United States should carefully read N.J.S.A. 52:34-13.2.

1.2 BACKGROUND

On June 28, 2023, the USEPA released its Solar for All Notice of Funding Opportunity (“NOFO”) – the first of three (3) competitive grant opportunities under the Greenhouse Gas Reduction Fund. The NOFO detailed the USEPA’s mission to expand solar energy access in low-income disadvantaged communities (“LIDAC”) and to fund technical services that will advance the United States’ clean energy transition. The USEPA opened this competitive grant application to states, territories, Tribal governments, municipalities, and nonprofits across the U.S. with the intent of awarding one (1) application per state. The application window closed on October 12, 2023. In total, the USEPA’s Solar for All program will disburse \$7 billion dollars in federal grants to up to 60 recipients.

The BPU submitted an application, on behalf of the State, for the qualifying amount of \$250 million dollars. This application included a 40-page program narrative and budget table detailing the State’s strategic use of the federal grant over the prescribed five (5)-year spending period. As permitted by the NOFO, the application set a one (1)-year program design period in the first funding year to engage with a consultant to finalize the NJSFA framework and conduct necessary stakeholder engagement opportunities to ensure the program design will suit New Jersey’s solar and clean energy equity needs.

The BPU initiated a whole-government approach in drafting its application by engaging the Economic Development Authority, Department of Labor, Department of Environmental Protection, Governor’s Office, and State Legislature to develop a comprehensive approach to target solar deployment to New Jersey’s 2.2 million LIDAC residents.¹ The outcome for the NJSFA program is to use federal funding to expand the existing Community Solar Energy Program (“CSEP”); support solar access for multifamily affordable housing; establish pathways to residential solar ownership for LIDAC households; and bolster solar workforce development and grid upgrades. These specific subaward categories were chosen based on the limited reach and existing penetration gaps New Jersey’s solar industry experiences today.

Staff anticipates a three (3)-year contract with a consultant to design and implement the NJSFA. The Scope of Work, defined in Section 4 of this RFQ, defines the specific tasks for program design and program administration separately; however, many of the tasks will overlap and the timeline below lists the sequential order of milestones to complete the program design phase of the NJSFA program before opening competitive solicitations. Subaward categories may necessitate staggered implementation timelines in order to ensure that federal funding is disbursed within the five (5)-year spending period. Bidding parties to this contract must

¹ The total population of New Jersey’s disadvantaged census tracts herein identified are enumerated as reported in the USEPA’s CJEST database. The CJEST data is available at the following url: [Downloads - Climate & Economic Justice Screening Tool \(geoplatform.gov\)](#)

submit a Work Plan and Contract Schedule that abides by the milestone dates with their respective responses to this RFQ. Both documents will be discussed at the project launch meeting.

The drafting process for the program’s Straw Proposal and solicitation guidance documents will commence immediately upon the project launch meeting and conclude within eight (8) months of this contract award. These documents will be the foundation for all stakeholder engagement activities that the Contractor will help coordinate and host to yield a fully developed program that will disburse the NJSFA program award and design the mechanics of the competitive solicitation process. Once the BPU launches the final NJSFA program by Board Order, the Contractor will segue into the program administration scope of work to administer competitive solicitations and evaluate subaward submissions. Subawards will be determined by the Board at a later date, based on recommendations from Staff and the Contractor. By the end of the three (3)-year contract, the Contractor shall submit a Final Evaluation Report on the NJSFA to share with the USEPA with the option to release a public version of the Final Evaluation Report to post on the Program Website. The Board will maintain continuous ownership of all work done under this contract and transfer administrative capabilities to the Board’s elected Program Administrator for the NJSFA once this Contract is terminated.

The Board acknowledges the stringent reporting requirements associated with federal funding use for hired contractors and will comply with those measures with the Contractor. In addition, the RFQ is also subject to any applicable federal laws, regulations or guidance, as well as the NOFO and the terms and conditions of the Solar for All grant award to the State.

BPU Staff anticipates the Contractor to be engaged in support of the Board and Staff along the following timeline:

Milestone Description	Estimated Milestone Date
<p>NJSFA Program Design Process</p> <ul style="list-style-type: none"> ● Adjust NJSFA Proposal based on USEPA award ● Develop NJSFA solicitation guidance documents ● Create Subaward Terms and Condition documents ● Create evaluation framework for each subaward program 	Q3 2024 – Q4 2024
<p>Stakeholder Engagement</p> <ul style="list-style-type: none"> ● Create a public Program Website ● Publish NJSFA Straw Proposal ● Marketing campaign for NJSFA ● Coordinate and lead stakeholder engagement opportunities ● Cross-coordinate with State agencies and other BPU energy equity programs 	Q4 2024 – Q2 2025
<p>Finalize Competitive Solicitation Design & Open the Competitive Solicitation</p> <ul style="list-style-type: none"> ● Incorporate stakeholder feedback into Proposal ● Solidify the NJSFA subaward programs ● Finalize NJSFA Proposal and launch Program via Board Action ● Create an Application Portal for subaward programs ● Release application materials ● Open and close the competitive solicitation windows 	Q2 2025 – Q1 2026
<p>Evaluate Proposed-Subaward Projects & Distribute Awards</p> <ul style="list-style-type: none"> ● Coordinate application review with Staff ● Conduct independent analysis of proposed projects ● Identify proposed projects which best meet the USEPA Solar for All objectives ● Draft evaluation reports for Staff review ● Support Staff’s recommendation and facilitation of award based on the staggered implementation of each subaward program 	Q4 2025 – Q4 2026
<p>Post Award Activities</p> <ul style="list-style-type: none"> ● Assist in monitoring awarded project progress and distributing subawards after construction ● Review potential modifications, if appropriate ● Assist Staff in replying to Open Public Records Act requests, if appropriate 	Q1 2027 – Ongoing, as needed and specified by Staff

1.2.1 DOCUMENT REVIEW

Relevant resources for bidder consideration include, but are not limited to:

- U.S. EPA Greenhouse Gas Reduction Fund: Solar for All website available at [Solar for All | USEPA](#)
- Board Order Launching the Community Solar Energy Program, BPU Docket No. QO22030153, Order dated August 16, 2023
- Rulemaking Proceeding to Establish the Community Solar Energy Program Pursuant to P.L. 2018 c. 17, BPU Docket NO. QX23070434, Approval dated August 16, 2023
- New Jersey Energy Master Plan (2019)
- New Jersey Solar Act of 2021
- New Jersey's Global Warming Response Act 80x50 Report
- New Jersey's Clean Energy Program website at <https://www.njcleanenergy.com>
- USEPA's Climate and Economic Justice Screening Tool (CJEST)
- New Jersey Storage Incentive Straw Proposal
- Board Order Accepting the Grid Modernization Consultant (Guidehouse) Final Report and Initiating Rulemaking, BPU Docket NO. QO21010085, Order dated November 11, 2022.
- Modernizing New Jersey's Interconnection Rules, Processes, and Metrics, BPU Docket NO. QO21010085, Notice dated January 27, 2023.
- New Jersey Environmental Justice Law; definition of Overburdened Communities (OBCs)
- Rules and regulations pertaining to the Renewable Portfolio Standards, Interconnection Rules, and Community Solar Energy Program, found under N.J.A.C. §14:8
- A4782/S3123
- 2 CFR 200 and 1500
- [USEPA's Subaward Policy](#)
- [USEPA's Guidance on Participant Support Costs](#)
- [Participation by Disadvantaged Business Enterprise in USEPA Programs](#)

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 ELECTRONIC QUESTION AND ANSWER PERIOD

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

- a) Questions should be directly tied to this RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and
- b) Each question should begin by referencing the RFQ page number and section number to which it relates.

A Bidder shall submit questions only to the Board designee Alexandria.Puza@bpu.nj.gov via email. The Board will not accept any question concerning this RFQ in-person or by telephone.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that Bidders pose questions, 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 provided to each potential Bidder via email.

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

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

2.3 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded. Bid Amendments will be provided to bidders as an email file attachment.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quotation must be received by the Board by the designated date and time via electronic (email) submission to the address set forth in this Section.

The Bidder must submit the following Quotation copies:

One complete and exact ELECTRONIC copy of the original Quotation in PDF file format to be viewable, searchable and "read only" by State evaluators using Adobe Acrobat Reader software.

One complete and exact ELECTRONIC copy of the original Quotation in an editable and "writable" file format for redaction.

One complete and exact ELECTRONIC copy of the pricing sheet in PDF format separate from the Quotation.

Bidders must submit the Quotation copies via email to mail to: Alexandria.Puza@bpu.nj.gov .

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because a Bidder failed to remain knowledgeable as to all of the requirements of this Bid Solicitation. 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 Bid Solicitation or any pre-contract award costs incurred.

3.3 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in *Bid Solicitation Section 3 – Quote Submission Requirements*.

3.4 QUOTE CONTENT

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

- Forms
- Technical Quote
- State-Supplied Price Sheet

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

3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

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

3.5.1 [OFFER AND ACCEPTANCE PAGE](#)

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

3.5.2 [OWNERSHIP DISCLOSURE FORM](#)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six 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.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this form online in **NJSTART** on the “Terms and Categories” Tab.

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

3.5.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one 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 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.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in **NJSTART** on the “Terms and Categories” Tab.

3.5.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five 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.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in **NJSTART** on the “Terms and Categories” Tab.

3.5.5 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in **NJSTART** on the “Terms and Categories” Tab.

3.5.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

3.5.7 CONFIDENTIALITY/COMMITMENT TO DEFEND

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

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

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

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

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

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

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

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

3.5.8 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form or may list the Subcontractor(s) on the "Subcontractor" Tab in [NJSTART](#).

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 Director.

3.5.9 PAY TO PLAY PROHIBITIONS

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

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

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.

3.5.10 AFFIRMATIVE ACTION

The intended Contractor and its named Subcontractor(s) 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 Subcontractor(s) 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.

3.5.11 RESERVED

3.5.12 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in *NJSTART*. In the event of an issue with a Bidder's Business Registration Certification Active status, *NJSTART* provides a link to take corrective action.

3.5.13 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C3

The Bidder should submit Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3 (Attachment 2). Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2022, c.3, sec. 1(c). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

If you certify that the Bidder is engaged in activities prohibited by P.L.2022, c.3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L.2022, c.3.

3.5.14 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND WAIVERED CONTRACTS/DELEGATED PURCHASE AUTHORITY SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

A Bidder should include a signed and dated copy of the form within its response to this RFQ.

3.6 TECHNICAL QUOTE

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

3.7 MANAGEMENT OVERVIEW

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

The bidder is encouraged to submit in its quote a design for the stakeholder engagement process that facilitates meeting the policy development objective. Specifically, the Bidder should detail its approach to the stakeholder engagement, where stakeholders include, but are not limited to electric distribution companies, developers of renewable energy projects, municipal and county government, non-profits and community advocacy organizations. The proposed stakeholder process should be robust, providing opportunities for both formal input, and where appropriate, informal engagements to discuss specific topics with relevant stakeholders. As an example, below is included a chronology of stakeholder engagement that BPU Staff has followed in previous program development, not all of which elements are included every time.

1. Request for information. The request generally includes open-ended questions and the opportunity for general input

2. Possible stakeholder workshop(s)
3. Collection and review of responses
4. Technical conference(s)
5. Informal outreach and round-table discussions with specific stakeholders
6. Development and publication of a preliminary or “straw” proposal with initial policy recommendations and specific questions to stakeholders
7. Stakeholder workshop(s)
8. Follow-up conversations with stakeholders and open “office hours”
9. Collection and review of written comments
10. Final policy development

The bidder is encouraged to submit in its quote the design for the Straw Proposal. The bidder’s approach should include development of a straw proposal to be shared with stakeholders. The straw proposal should take the form comparable to what has previously been used by BPU Staff in development of several Solar and other programs. Examples of straw proposals can be found on the following website: [Board of Public Utilities | Newsroom](#) & [Public Notices \(nj.gov\)](#).

The bidder is encouraged to submit in its quote the approach and timeline for development of the Final Program Report (“Final Report”), as defined in Section 4.5.2.4 of this RFQ, and include in that timeline a minimum of two review cycles which will include comments and editing by Board Staff.

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

3.8 CONTRACT MANAGEMENT

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

3.9 CONTRACT SCHEDULE

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

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

The Bidder should include a detailed milestone schedule that will support the overall project schedule listed below.

Activity	Date	Notes
Ongoing Weekly Meetings with Staff, and Other Agencies		Ongoing, as needed
Monthly Progress Reports		
Assist Staff in Publishing a Straw Proposal		
Plan for Federal Funding Compliance Reports		
Final Proposal & Report Outline		
Marketing Campaign Launch		Ongoing, as needed
Conduct, at most, 5 in-person Stakeholder Engagement		Events should be hosted in different regions of the State to encourage diverse participation
Conduct, at most, 5 virtual Stakeholder Engagement events		Each should address separate needs/focus area to better inform the Final Proposal
Stakeholder Meeting Summaries and Action Items for all hosted events		
Final Program Proposal Release		
Draft Solicitation Guidance Document Outlines		

Draft Solicitation Guidance Documents		
Final Solicitation Guidance Documents and Release		
Application Portal Launch		
Draft Terms and Conditions Contract for Subaward Recipients		
Draft Evaluation Framework, for Staff Review and Comment		
Final Terms and Conditions Contract for Subaward Recipients		
Final Evaluation Framework		
Subaward Application Open		
Subaward Application Close		
Bidder Interviews for Residential Solar Financer		Ongoing, as needed
Draft Evaluation Report, for Staff Review and Comment		(this could be a range of dates, with specific sections completed on a rolling basis)
Assist in Reviewing Board Order		Ongoing, as needed
Interim Final Program Report		
Final Program Report		Including a separate public version of the Final Report
Public Final Program Report		At Board Staff's discretion

3.10 ADDITIONAL PLAN(S)

The Bidder should provide its draft plan to accomplish all work required by this Contract.

3.11 ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications and capabilities to perform the services required by this Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

3.12 LOCATION

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

3.13 ORGANIZATION CHARTS

The Bidder should include an organization chart detailing management, supervisory, and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

3.14 RESUMES

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

3.15 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. 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 Bid

Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

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

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

3.16 DIVERSITY PLAN

The Bidder should include a Diversity Plan that sets forth whether and to the extent it can demonstrate that it or its subcontractor(s) have considered the following items in N.J.A.C. 17:27-7.4:

(a) In addition to the contractor or subcontractor's compliance with the requirements set forth in the mandatory language at N.J.A.C. 17:27-3.8, the Department shall consider the following factors in its determination of whether a contractor or subcontractor has acted in good faith.

1. Whether the contractor or subcontractor has adopted an Equal Employment Opportunity (EEO) Policy;
2. Whether the contractor or subcontractor has posted an EEO Policy on the job site bulletin board;
3. Whether the contractor or subcontractor has disseminated the EEO Policy to its workers through various means including company meetings, preconstruction job meetings, written notices, etc.;
4. Whether the contractor or subcontractor has posted Federal or State issued EEO posters on the job site bulletin board;
5. Whether the contractor or subcontractor has identified an EEO Officer and established job duties in writing for such position;
6. Whether the contractor or subcontractor has developed a basic complaint procedure;
7. Whether the contractor or subcontractor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;
8. Whether the contractor or subcontractor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;
9. Whether, when the opportunity has presented itself, the contractor or subcontractor has considered promoting minority and women employees within its organization;
10. Whether the contractor or subcontractor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;
11. Whether the contractor or subcontractor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;
12. Whether the contractor or subcontractor has utilized the available recruitment resources to attract minorities and women with requisite skills, including but not limited to public and private training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations;
13. Whether the contractor or subcontractor has requested qualified minorities and women from a labor union with whom it has an exclusive hiring or referral arrangement;
14. Whether the contractor or subcontractor has actively recruited beyond the traditional sources to attract minority and women applicants; and
15. Whether the contractor or subcontractor has reviewed all personnel actions to ensure actions are taken in compliance with the company's EEO policy.

3.17 FINANCIAL CAPABILITY OF THE BIDDER

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

- A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or

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

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

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

3.18 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation.

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).

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

4 SCOPE OF WORK

The Contractor shall be responsible for the performance of requirements set forth within this section of the RFQ.

Upon Contract award, the Contractor shall sign a non-disclosure agreement pertaining to any confidential information it receives with respect to its work conducted under this Contract.

4.1 PROJECT LAUNCH, TELECONFERENCES AND IN-PERSON MEETINGS

Within five (5) business days of the notification of contract award, the Contractor shall meet with the State Contract Manager ("SCM") to review the Work Plan and Contract Schedule submitted within its response to the RFQ. This meeting will be held in person at BPU offices in Trenton, New Jersey or in a synchronous, virtual environment. The Contractor shall ensure that its Project Manager and other key staff identified as such in its response to this RFQ attend this meeting. The Contractor shall submit a summary report and/or minutes of this meeting within three (3) business days of the meeting via e-mail to the SCM.

The Contractor shall ensure that all modifications to the Work Plan and Contract Schedule requested by the SCM be made and submitted via e-mail to the SCM within five (5) business days of the project launch meeting. All modifications to these documents shall be reviewed by Staff before deliverables are finalized.

Subsequent to the project launch meeting, the Contractor shall meet with the SCM and relevant Board Staff at least weekly to present its progress and findings through phone or video conference calls. Teleconferences are anticipated to last approximately 60 minutes. The Contractor shall provide all status reports, deliverables, or other materials needed for all meetings a minimum of three (3) business days prior to the scheduled meeting.

The Contractor may be invited to additional BPU Staff meetings regarding existing NJ Clean Energy Programs that are working in direct connection with the NJSFA. These and additional meetings on an as-needed basis, including presentations of progress and findings to Board Commissioners and/or Staff, are required and shall be considered in-scope.

The Contractor shall submit a summary report and/or minutes of these meetings within three (3) business days of the meeting via e-mail to the SCM. These reports should include updates to the milestone schedule and active next steps.

4.1.1 MONTHLY PROGRESS REPORTS

The Contractor shall prepare a written monthly progress report that presents its progress of work to date and attainment of milestones, identifies work yet to be performed, presents a discussion of all delays in work with justification for any schedule modifications, and focuses on the work performed in the prior month and the work anticipated in the upcoming month.

At the project launch meeting, the scheduling of dates for submitting each monthly report will be discussed and agreed upon.

All monthly reports must be submitted to the State Contract Manager via email for review. Upon direction by the State Contract Manager, the Contractor shall make revisions and resubmit the monthly reports within three (3) business days.

4.2 NEW JERSEY SOLAR FOR ALL (“NJSFA”) PROGRAM DESIGN

4.2.1 PROGRAM STRAW PROPOSAL

The Contractor shall prepare a Straw Proposal -- consisting of a summary report, draft solicitation documents, and slide deck based on the work and analyses submitted in the State’s NJSFA application -- for presentation to Staff. By the Project Launch meeting, Staff will collaborate with the Contractor to develop additional analyses needed to complete the Straw Proposal for publication. Staff will rely on the Contractor’s expertise in developing the Program. The non-exhaustive list below includes requirements and conditions that shall be included in the Straw Proposal. The Contractor is expected to add additional requirements and conditions based on their expertise, as appropriate.

- Requirements for the proposed Equity for All Pilots – Community Solar ownership models and LIDAC lease-to-own residential solar framework;
- Timeline of when each subaward program will open and close its respective application window;
- Timeline of when subawards should be made to ensure funding is disbursed within the federal spending period;
- Consumer protection rules and guardrails to ensure all NJSFA funded projects are providing >20% electricity discounts;
- Workforce development needs analysis to service NJSFA programs and assess the job quality of those roles;
- Criteria for Community Engagement Plans for developers to submit and follow through on;
- Map of closed-circuit grid areas in New Jersey and the census blocks not able to access Community Solar;
- List of New Jersey community-based organizations (“CBOs”) and advocacy groups that can partner with the State and developers to outreach to LIDAC households; and
- Recommendations for solar panel recycling and reuse programs.

BPU Staff will share, with the Contractor, the USEPA-approved funding scope, anticipated September 1, 2024, and provide all pertinent documents to the Scope of Work written herein this RFQ. After the project launch meeting, the Contractor shall review any and all changes the USEPA made to New Jersey’s proposed budget table and work with Staff to adjust the funding for each financial assistance program.

The Straw Proposal will be published by the beginning of Q1 of 2025. This Straw Proposal will be the referenced document for all stakeholder engagement activities in the first year of NJSFA program design. Examples of straw proposals can be found on the following website: [Board of Public Utilities | Newsroom & Public Notices \(nj.gov\)](https://www.nj.gov/boards/board-of-public-utilities/newsroom-public-notices/).

4.2.2 STAKEHOLDER ENGAGEMENT

The Contractor’s approach shall include robust stakeholder engagement including, but not limited to:

- Formal stakeholder workshops centered around the Straw Proposal and where Contractor will raise specific topics to solicit input from stakeholders;
- Opportunities for stakeholders to submit written comments;
- Mechanism(s) to address questions through office hours and FAQ postings; and
- Optional work- or focus-groups to solicit feedback from specific stakeholders and/or address specific sub-topics.

Staff anticipates that the stakeholders will include Electric Distribution Companies (“EDC”) and Third-Party Suppliers (“TPS”), solar industry representatives, solar developers, consumer advocacy groups, housing associations, community-based organizations (“CBO”), environmental organizations, environmental justice advocates, and members of the general public.

Staff anticipates coordinating a maximum of 10 total stakeholder workshops, subject to change depending on need. The Contractor shall prepare for and lead all stakeholder workshops designed to obtain and assess stakeholder feedback on the Straw Proposal. As a deliverable, the Contractor shall draft targeted stakeholder questions to assist in the development of the NJSFA and structure these workshops around critical topic areas for the development of the Final Proposal. Stakeholder workshops shall be held virtually and in-person. In-person stakeholder workshops should be held in such locations to encourage participation throughout the State. Staff envisions up to five (5) in-person stakeholder workshops and up to five (5) virtual stakeholder events that will be scheduled in the first federal funding year, 2024 through mid-2025. The Contractor shall hold discussions with stakeholders between the scheduled stakeholder workshops to answer questions and facilitate progress upon the issues, the cost of which shall be considered in-scope.

The Contractor shall review all comments received from stakeholders, both oral and written, and shall discuss with the SCM any changes to the Straw Proposal the Contractor recommends, as a result of the comments. The Contractor shall prepare a written summary of each stakeholder meeting and submit the summary to the SCM within five (5) business days of each stakeholder meeting. If deemed appropriate by Staff, the Contractor will provide a condensed summary report for Board Commissioners.

For each stakeholder workshop, the Contractor shall handle the recording and acquisition of verbal comments from the meetings, review written comments, and incorporate those comments for the Straw Proposal according to the work plan, to best inform the development of the Final NJSFA Proposal. At Staff's discretion, these recordings and comments shall be posted to the Program Website as well.

The Contractor shall work with Staff to create a Program Marketing Campaign for the NJSFA program and advertise the program both at and ahead of each stakeholder engagement event. The marketing campaign shall work in collaboration with existing New Jersey Energy Efficiency and Clean Energy programs to leverage the existing outreach done to provide communication directly to LIDAC households. More detail on the Program Marketing Campaign is explained in Section 4.3.2.

4.2.3 WORK PLAN AND EXECUTION

The Contractor's submitted Work Plan, including design for the stakeholder engagement process, will be reviewed and potentially edited by Staff to ensure that Solar for All objectives and federal funding requirements are met. The State has already submitted, in its application to the USEPA a work plan and participatory governance plan which the Contractor is expected to build upon for its proposed work plan. A modified copy of both of the work plan and participatory governance plan are provided as section 4.2.3.1 and 4.2.3.2 of this RFQ, respectively. The Contractor's work plan shall also reflect the detailed milestone schedule that is shown in Section 3.9 of this RFQ.

Below is a chronology of stakeholder engagement that Staff followed in previous program development. Not all elements necessarily need be included:

1. Request for information. The request generally includes open-ended questions and the opportunity for general input
2. Possible stakeholder workshop(s)
3. Collection and review of responses
4. Technical conference(s)
5. Informal outreach and round-table discussions with specific stakeholders
6. Development and publication of a preliminary or "straw" proposal with initial recommendations and specific questions to stakeholders
7. Stakeholder workshop(s)
8. Follow-up conversations with stakeholders and open "office hours"
9. Collection and review of written comments
10. Final program development

The Contractor's work plan shall specify elements to be included and their timing, subject to Staff approval. The Contractor shall perform the work according to the Contractor's work plan and send all deliverables to the SCM in the timely matter for review.

4.2.3.1 WORK PLAN

4.2.3.1.1 IMPLEMENTATION TIMELINE

The BPU has proposed a timeline for the first year of program implementation that adhered to the requirement that all funds be expended within five years of the award. The BPU has also proposed a high-level timeline for the full term of the program, in the diagram below.

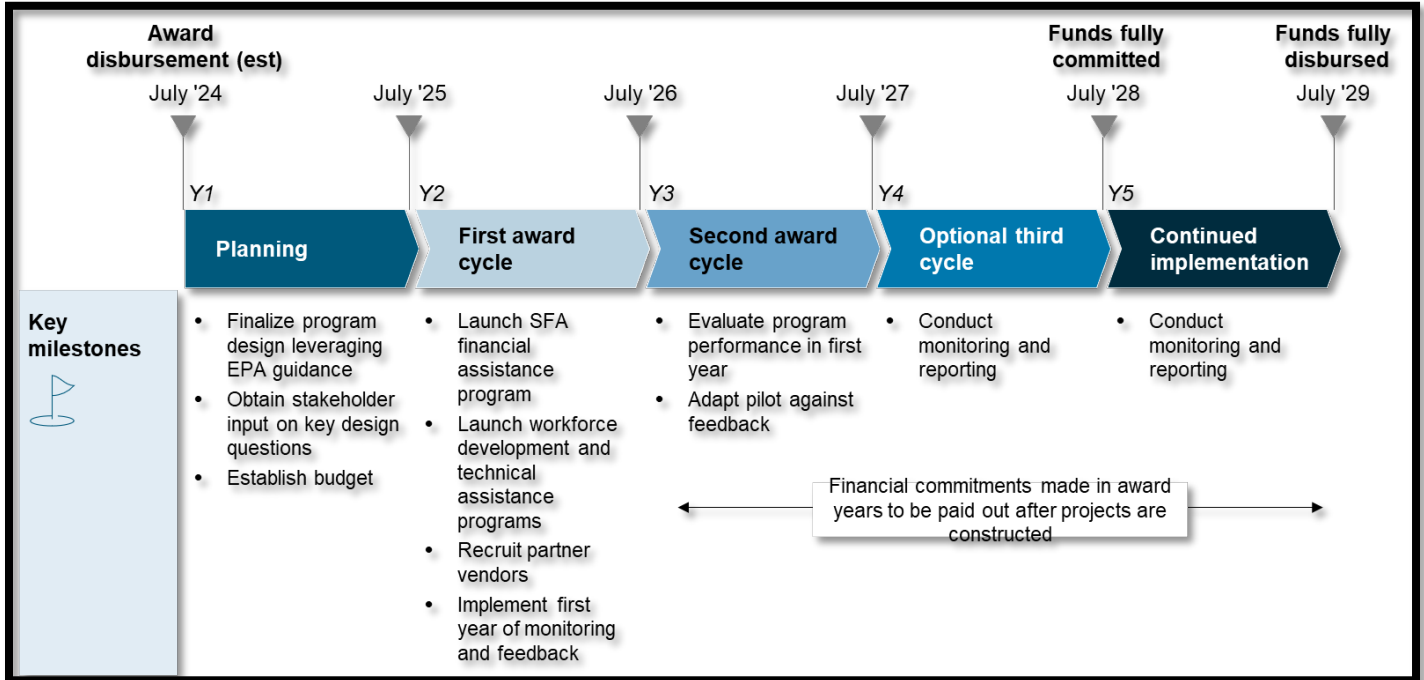
First quarter of planning: The BPU is prioritizing creating a straw proposal for the program to publish and seek broad stakeholder feedback. This straw proposal will be comprehensive, covering many aspects of this application narrative, including the proposal program pillars, financial assistance model, plans to reach and recruit subscribers to projects, technical assistance plans, participatory governance plans, and workforce development plans. The goal is to obtain broad-based feedback to strengthen the program design. The BPU will start planning even before funding award to ensure there is sufficient time to develop robust plan.

Additionally, the BPU will focus on recruiting contractors for the planning and implementation phase and full-time staff to run the program.

Second quarter of planning: the BPU will focus on incorporating stakeholder feedback into the final design, building a detailed program budget, and conducting the interview process to finalize hires to new roles. The BPU will also incorporate any USEPA guidance on implementation of Davis Bacon and Build-America, Buy-America requirements into the financial assistance program rollout (e.g., requirements for potential awardees to adhere to these standards).

Third and fourth quarters of planning: the BPU will focus on the finer details of program launch, such as setting up the marketing campaign, monitoring program, and technical assistance to developers. The BPU will also incorporate guidance that emerges from the USEPA on program implementation, including adherence to Build America, Buy America and the Davis-Bacon Act. This requirement will be incorporated into any solicitation for vendor partners in program execution.

Proposed NJSFA timeline – The image below contains outdated dates. Please follow the “Estimated Milestone Dates” listed in the Background (Section 1.2) of this RFQ.



4.2.3.2 PARTICIPATORY GOVERNANCE PLAN

After submission of the application, the BPU plans to (1) publish a full straw proposal in Month 3-4 of planning to stress test design decisions with critical stakeholders and (2) schedule group and bilateral meetings with stakeholder groups, including but not limited to: community-based organizations representing LIDAC populations in different geographies, of different racial/ethnic backgrounds, renters, and other relevant LIDAC populations; residents; EDCs and utilities; developers and solar employers; and advocacy groups.

NJSFA will include two levels to participatory governance: program-level and project-level.

4.2.3.2.1 PROGRAM-LEVEL PARTICIPATORY GOVERNANCE

The BPU will establish an NJSFA Advisory Council (“Council”) or similar construct—a new participatory governance model for community solar deployment in New Jersey to ensure transparency and commit to accountability in serving LIDAC communities. The Council would operate as a working group for the NJSFA program, convening quarterly to give feedback and input on NJSFA program planning and operations. The Council would help the BPU implement its mission to provide access to solar for LIDAC communities and include 6–12 members from a diverse set of stakeholders, including local businesses related to NJSFA deployment (e.g., developers) and community-based organizations. Types of CBOs the BPU would seek to include are: LIDAC-serving social organizations, labor organizations or unions, resident and tenant groups, consumer protection organizations, and municipal delegates (e.g., local officials, permitting office representatives). The Council’s mandate may include, but is not limited to: (1) providing input to program leadership in making high-level program design and operations decisions, (2) reviewing program performance against key target metrics (e.g., households served, MW deployed), and (3) offering recommendations and support for public engagement and outreach. Finally, the BPU will seek public feedback on a regular basis throughout the period of performance, including through public meetings and via the website. Public feedback will be solicited more frequently in the early stages of NJSFA implementation. The BPU reserves the right to adjust the frequency of or arrangement of any potential Council or other participatory governance model.

4.2.3.2.2 PROJECT-LEVEL PARTICIPATORY GOVERNANCE

As part of the NJSFA community solar program, the BPU will solicit applications from CBOs interested to serve as facilitators of solar cooperatives, or groups of residents seeking not only to have equity in a community solar project, but also to operate and maintain it. The BPU will encourage such cooperatives to provide a participatory governance plan at the project-level, including plans to: ensure consumer protections (e.g., flexibility for subscribers to sell equity and leave a subscription), enable participatory decision making (e.g., for maintenance-related investments on a project), and recruit subscribers from LIDAC populations.

4.2.4 FINAL PROPOSAL & INTERIM REPORTS

The Contractor shall prepare a Final NJSFA Proposal (“Final Proposal”) based on relevant stakeholder input, input from Staff, and the Contractor’s experience.

The Contractor shall submit the Final Proposal to the SCM for review within eight (8) months from the Project Launch Meeting. The Contractor shall provide interim reports, which may include outlines and draft sections of the Final Report, to the SCM prior to the Final Proposal submittal to allow the SCM and Staff sufficient opportunity to review and comment on these submittals, and incorporate any necessary changes into the Solicitation Guidance Documents.

The Contractor shall provide the findings and recommendations in the form of a professionally written and formatted report, subject to approval by Staff, which is suitable for publication by the Board if it so chooses. The Contractor shall provide drafts of the report for comments and edits by Staff for a minimum of two (2) review cycles. The Contractor shall present the findings and conclusions for the Final Proposal in a presentation to BPU Staff.

4.3 WEBSITES AND COMMUNICATIONS

4.3.1 PROGRAM WEBSITE

The Contractor shall create and routinely update the official NJSFA website, or share the communications copy for an already created Board website, for the purpose of educating the public on the program. The website shall be structured to boost awareness of the State’s program and maximize uptake of offered services, with a focus on LIDAC customer acquisition. Key components that should be easily addressed by the website include:

- A list of upcoming and past stakeholder engagement opportunities with registration links and recordings;
- Formal announcements regarding NJSFA (i.e. BPU Board Orders, Press Releases, NJSFA Dept. of Labor trainings);
- A map of SFA-qualified communities near which developers may perform outreach to and/or construct projects;
- Links to existing NJ Clean Energy programs that are complemented by the NJSFA program; and
- A new and direct email address for program inquiries.

The website content shall be written to an eighth-grade reading level. The site will comply with legislation requiring the translation of certain documents and services in languages other than English, P.L. 2023, CHAPTER 263. Please see <https://pub.njleg.state.nj.us/Bills/2022/PL23/263 .PDF>

The Contractor shall maintain administrator-level access to the NJSFA website for the duration of this RFQ contract and until a new website administrator is determined by the Board. At all times, the website will be in the ownership of the New Jersey Board of Public Utilities.

The Contractor shall comply with the NJ Web Presence Guidelines:

https://www.tech.nj.gov/it/docs/NJ_Web_Presence_Guidelines.pdf

The system’s compliance with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, shall be verified using a commercially available software product certified for this purpose.

In compliance with the 21st Century Integrated Digital Experience Act, user authentication shall leverage the state's shared Identity and Access Management (IAM) strategy. Options include:

- The myNJ web access management system which is SAML 2.0 compliant and integrates with service providers that support SAML 2 Web Single Sign On
- Microsoft Entra ID/Active Directory for employee-only applications.

4.3.2 PROGRAM MARKETING CAMPAIGN

The Contractor shall assist Staff in creating and executing a NJSFA marketing campaign that will be effectuated both virtually, using available online media platforms, and physically, using advertisement materials. This marketing campaign should occur in tandem with the Stakeholder Engagement scope of work of this RFQ. The State plans to allocate a portion of its federal grant award to fund communication collateral and promotional materials for both the first and second year of the federal funding period. The Contractor shall ensure costs remain in the confines of the federally approved spending amount.

The first year of the marketing campaign will focus on advertising all stakeholder engagement activities to encourage diverse participation throughout New Jersey. However, the marketing campaign shall also strategically garner participation in the NJSFA program once the Program Proposal is finalized and in operation.

The BPU is interested in creating a unified platform that will showcase other equity-focused rebate programs offered in the BPU's broader Clean Energy Program. This may entail a joint marketing campaign and stakeholder engagements with those programs, such as Comfort Partners and Whole House.

4.3.3 PROJECT APPLICATION PORTAL

Contractor shall establish and host an online electronic solicitation portal capable of receiving all materials, in varying formats, from applicants throughout the subaward categories including, but not limited to, initial application submittals, responses to clarifying questions, and all worksheets and models. The Contractor shall provide full access to all materials submitted to the SCM and pertinent Staff. At the close of subaward programs, the Contractor shall ensure all materials submitted through the portal are transferred to BPU, in a non-proprietary format, in a manner to be determined by the SCM, in coordination with the Contractor.

The Contractor shall develop a system that complies with the guidance of the NJ Statewide Information Security Manual: https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf

The online portal and platform shall be subject to review and approval by the SCM and BPU's Information Technology Division. The Contractor must participate in the New Jersey Office of Information Technology's System Architecture Review along with BPU Staff: <https://nj.gov/it/whatwedo/sar/>. The platform must be fully operational, reviewed, and approved by these parties two (2) weeks prior to the opening of the NJSFA competitive solicitation window to provide all relevant documents to Applicants and to answer all questions.

The Contractor shall perform advance testing of the website and portal and all forms to be used for Applicant communications and application submittal to ensure that it is secure, confidential, and fully functional prior to the opening of the solicitation. The Contractor shall also ensure that the website, portal, and all forms to be used for Applicant communications and application submittal are secure, confidential, and fully functional during the submission period. The Contractor shall run a mock submission process one or more times to ensure that the electronic processes and website for submission of documents and communications are functioning correctly.

Vendor and agency will work together to conduct tests for measuring the responsiveness of all parts of the system, with varying amounts of users. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to satisfy the agency that users will have an acceptable experience with the system. Vendor will provide the agency with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

4.4 COMPLIANCE REPORTS FOR FEDERALLY FUNDED ACTIVITIES

4.4.1 PASS-THROUGH ENTITY OBLIGATIONS AND REPORTINGS

The Contractor shall provide guidance to the BPU to ensure the BPU is prepared to meet all Pass-Through Entity obligations and reportings set forth at 2 CFR 200 and 1500, the [EPA's Subaward Policy](#), and the [EPA's Guidance on Participant Support Costs](#), as applicable, as well as the [Participation by Disadvantaged Business Enterprise in EPA Programs](#). The Contractor will assist Staff in submitting necessary reports to the USEPA within any and all specified timeframes.

The Contractor shall abide by and ensure all contracts executed under this federal grant opportunity agree to the terms provided in the [Davis-Bacon and Related Acts \("DBRA"\) Requirements for Contractors and Subcontractors Under EPA Grants](#).

4.4.2 SUBAWARD POLICY FOR FEDERAL COMPLIANCE

The Contractor shall assist BPU Staff in monitoring Programmatic Subaward Reporting Requirements for all entities receiving NJSFA subaward money from the State. This will result in drafting a standardized compliance form which shall include reports on the example set forth in Appendix C of the EPA's Subaward Policy.

The Contractor shall also assist BPU Staff in drafting a standardized Subaward Agreement compliant with the requirements set forth at 2 CFR 200.332(a). Any changes to the data elements required under 2 CFR 200.332(a) must be reflected in subsequent modifications to subawards. An example template is provided in Appendix D of the EPA's Subaward Policy.

4.5 PROGRAM ADMINISTRATION OF COMPETITIVE SUBAWARDS

4.5.1 ADMINISTRATION OF THE COMPETITIVE SOLICITATION PROCESS

The Contractor shall administer each competitive solicitation process in accordance with the Final Proposal as approved by the Board. The Contractor must provide the State Contract Manager with detailed timelines and weekly written updates on the implementation of each subaward program's competitive solicitation process. The Contractor shall work with BPU Staff and incorporate stakeholder feedback to design an optimal solicitation schedule involving the sequencing of different subaward segments as specified in the NJSFA Program Design scope of work.

The Contractor shall ensure provision of processes including, but not limited to, the following elements:

- a. Opening the Project Application Portal and releasing Solicitation Documents according to each subaward category timeline;
- b. In-take of applications;
- b. Serving as primary point of contact to address all questions or concerns raised by bidders, with the ability to escalate questions or concerns to the State Contract Manager as required;
- c. Determining if each application qualifies to participate in the competitive solicitation program;
- d. Ensuring assignment of application to the appropriate competitive solicitation category;
- e. Reviewing bids for completeness;
- f. Assessing bids based on the appropriate Evaluation Framework;
- g. Drafting and distributing the Subaward Terms & Conditions Contract to all subawardees; and
- g. Preparing a Final Program Report on the progress of Program Administration of Competitive Subawards and recommending any next-steps to sustain NJSFA.

In administering the competitive solicitation program, the Contractor shall regularly coordinate with BPU Staff and BPU contractors, as relevant and necessary for the registration of projects and the payment of incentives.

Following the implementation of the NJSFA competitive solicitation programs, the Contractor shall communicate program requirements, information, and updates to stakeholders through both the NJSFA Program Website and Application Portal. Such communications shall be updated as necessary over the course of the contract.

4.5.2 DELIVERABLES

At the direction of BPU Staff, the Contractor shall work closely with Staff to develop a number of documents that outline the structure and details of the NJSFA competitive subaward solicitations. Due to the segmented nature of the different competitive subawards under NJSFA, the Contractor shall assist Staff with drafting separate solicitation documents and perform comparative analyses for proposals in each subaward program. The Contractor shall apply its specific expertise for technical guidance to BPU Staff as it pertains to project financing, aligning bid incentives, and optimizing competitive solicitation design. Deliverables for Program Administration are as set forth below:

1. **Solicitation Process Documents** that will detail the specific solicitation components for each subaward category and their respective proposal evaluation process. This will include close engagement with Staff and other relevant agencies, and considerations from stakeholder feedback;
2. **Evaluation Frameworks** to describe the qualification criteria for projects bidding into each competitive solicitation and the criteria of how the projects will be comparatively evaluated in each subaward;
3. **Subaward Terms & Conditions** that outline necessary regulatory rights and responsibilities of a awardee to be filed with the State and the USEPA; and
4. **Final Program Report**, including lessons learned, from Program Implementation.

The Contractor shall present each deliverable to the SCM for redline review. The Contractor should prepare for up to two (2) revisions of its draft deliverables. Upon direction of the SCM, the Contractor shall assist Staff with presenting the deliverables and any recommendations to Board Commissioners and other pertinent entities, as appropriate. The deliverables are described in detail in the following sections.

4.5.2.1 SOLICITATION GUIDANCE DOCUMENTS

Staff will rely on the Contractor's expertise to provide recommendations and assistance to develop the final competitive Solicitation Guidance Documents for NJSFA subawards. The non-exhaustive list below includes requirements and conditions that Staff expects to be in each NJSFA Solicitation. The Contractor is expected to incorporate additional requirements and conditions based on their expertise and as appropriate.

1. Technical standards for projects interconnecting to the New Jersey distribution grid;
2. Assurance measures for project beneficiaries to be predominately LIDAC members, or to the required percentage;
3. Assurance measures to guarantee 20% annual electricity bill savings for all household participants;
4. Mitigation measures to limit environmental impacts and permitting risks;
5. Appropriate incentive accounting for upfront SREC-II payments at net present value, including the development of an incentive payment contract;
6. Ratepayer considerations such as cost containment mechanisms and risk considerations;
7. Rights and responsibilities of the Board;
8. Protection from Free-Riders;

9. Reporting requirements for federally funded projects;
10. Timelines and milestones;
11. Engagement with other intra- and inter- State agencies; and
12. Addressing all potential tax and federal funding benefits.

The Contractor shall assist Staff in determining the optimal length of time to open the solicitation application window. These dates shall be reflected in the Work Plan (Section 4.2.3 of this RFQ) and Contract Schedule (Section 3.9 of this RFQ). Dates may be modified from what is originally submitted in response to this RFQ, however, BPU Staff must approve of any changes before any deliverables are finalized.

4.5.2.2 EVALUATION FRAMEWORK

The Contractor shall design draft evaluation frameworks for each NJSFA subaward that ensures the most comprehensive quantitative and qualitative means of: (1) determining what information is required within an application in response to each competitive subaward category and (2) subsequently assessing, evaluating, and comparing the applications received for each competitive subaward category. Staff and the Contractor shall use the information gathered through the stakeholder process to inform the development of the NJSFA evaluation frameworks.

Qualification criteria for each subaward category shall include, but not limited to, the following:

- a) Guaranteed bill discount offers,
- b) Percent of LIDAC population the project is committed to maintain throughout its operational life;
- c) Project siting and land use;
- d) Rate class of the participatory entity (i.e., residential rates versus commercial rates);
- e) Maturity requirements, such as interconnection status; and
- f) Community engagement and subscriber acquisition plan.

The Contractor shall warrant that its Evaluation Framework complies and is consistent with all applicable State and federal statutes and regulations.

The Contractor shall further ensure that its Evaluation Framework provides robust modeling capabilities for evaluative weighting of the net present value of SREC-IIs required to effectively incentivize applications in the three years federal funding will be subawarded by the BPU.

4.5.2.3 SUBAWARD TERMS & CONDITIONS CONTRACT

Under direction of the State Contract Manager, the Contractor shall assist Staff in drafting a Subaward Terms & Conditions Contract for the competitive solicitation process that comports with the State's existing regulatory authority and the USEPA's Subaward Policy. The Contractor shall ensure that assistance and recommendations for this contract address elements including, but not limited to, the following:

- a. Development of suitable contractual materials governing the relationship between bidders and off-takers
- d. How to evaluate energy storage-solar hybrid projects as part of the competitive process
- e. How to ensure that there is adequate competition within each segment;
- f. Establishment of confidential high and low offer thresholds
- g. Ensuring that project selection comes in under EPA's approved-budget for NJSFA; and
- h. Project maturity and financial security requirements suitable for this type of program, with special attention to ensuring that these requirements meet the unique needs of solar on contaminated lands, including brownfields, landfills, and other former industrial or commercial sites, and projects sponsored by public entities with their own procurement processes.

The Contractor shall also work with BPU Staff and interested stakeholders to develop necessary programmatic documents, including contractual documents suitable for large-scale environmental attribute purchase agreements.

4.5.2.4 FINAL PROGRAM REPORT

The Contractor shall present a Final Report to the SCM at the close of the three-year Contract that precisely and constructively evaluates the ongoing effectiveness of the competitive solicitation program.

The Contractor shall ensure that the Final Report provides the BPU with annual benchmarks necessary to estimate key success metrics, such as estimated cost and energy savings, identifies potential program improvements, and explores how annual NJSFA outcomes can best inform the success of the USEPA's Solar for All program.

This report shall also evaluate NJSFA's impact on the State's Community Solar Energy Program and other simultaneously running solar programs to understand the impacts of various incentive levels and whether the portfolio of State solar programs is accomplishing the goals of both the State and Federal administrations.

Upon direction of the SCM, the Final Report shall be reviewed by Staff and presented to the Board with presentation assistance of the Contractor. The Contractor shall also create a redacted version of the Final Report to potentially share with the public or on the Program Website.

4.5.3 EVALUATION PROCESS

Upon conclusion of the NJSFA application window, the Contractor shall apply its transmission planning, cost development, environmental, legal, and permitting expertise to evaluate each proposal in accordance with the approved Evaluation Framework and the Contractor shall provide its written analysis, and rationale, to the SCM for review.

The analysis shall include, but not be limited to elements set out above for inclusion in the solicitation (e.g., Standardization/ Technical Engineering requirements, Environmental/Constructability requirements, cost cap/risk considerations) in addition to an evaluation of submitted cost caps and/or cost estimates. The Contractor shall also engage and coordinate with pertinent State agencies to ensure alignment throughout the analysis, including but not limited to clarifying questions, memos, and reviewing draft deliverables.

Due to the segmented nature of the different competitive subaward categories the Board proposed for NJSFA, the Contractor shall perform comparative analysis on submitted project proposals.

The Contractor must evaluate the feasibility of proposed cost caps against its own industry knowledge of estimated project cost relative to each individual scope.

The Contractor, at the direction of Staff, shall draft clarifying questions for applicants, which will help inform the evaluation.

The Contractor shall determine if any NJSFA projects impact any objectives of New Jersey's existing clean energy programs and create an action plan to mitigate or manage those impacts.

4.5.4 ONGOING SUPPORT AND LITIGATION SUPPORT

After the Board awards any and all NJSFA subaward projects, the Contractor shall provide support, as needed and directed by Staff. This includes, but is not limited to:

1. Ongoing engagement with EPA;
2. Assisting Staff in coordinating with other State and federal agencies regarding any awarded NJSFA projects, such as permitting or financing;
3. Assisting Staff should any of the NJSFA projects need modification; and
4. Other assistance, should Staff determine appropriate.

Upon direction by the SCM, the Contractor shall provide litigation support regarding any litigation resulting from the NJSFA Competitive Solicitation Process. Such litigation support shall include, but not be limited to:

1. Review of discovery documents;
2. Preparation of expert response to discovery documents;
3. Drafting of written testimony;
4. In-person testimony; and
5. Assistance in drafting and reviewing technical aspects of briefs, position statements, or correspondence.

Ongoing support and litigation support shall be provided at the all-inclusive hourly rates of the labor titles supporting the price sheet. The Contractor's ongoing support and litigation support budget is subject to approval by the SCM, including Board ratification, if deemed necessary.

4.6 AD HOC ANALYSES

Upon direction of the SCM, Contractor shall provide technical expertise and guidance on matters relating to solar development and deployment. Such support shall be provided at the all-inclusive hourly rates of the labor titles listed in the price sheet. The contractor's ad hoc analyses tasks and budget are subject to approval by the SCM, including Board ratification, if necessary.

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

5.1 **CONTRACT TERM AND EXTENSION OPTION**

The base term of this Contract shall be for a period of three **(3) years**.

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

5.2 **CONTRACT TRANSITION**

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 180 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 **OWNERSHIP OF MATERIAL**

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the Bid Solicitation, 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 *Waiver Supplement Section I.A. - Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the Bid Solicitation 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 Bid Solicitation 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 Bid Solicitation 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 Bid Solicitation, 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 Bid Solicitation, State Intellectual Property shall not be disclosed, sold, assigned, leased or Contract Manager. The State’s license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *Bid Solicitation Section 6 – Data Security Requirements – Contractor Responsibility*.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

5.4 SUBSTITUTION OF STAFF

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

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

5.5 CHANGE ORDER

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by Contractor and the SCM, then approved by Department of the Treasury and the Board. Any work undertaken by Contractor without express written approval by the SCM will be paid at the sole discretion of the Board or its Staff and is not guaranteed.

5.6 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the QRG entitled “Vendor Profile Management – Company Information and User Access” for instructions.

6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

6.1 SECURITY PLAN

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

6.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR),

Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

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

6.3 PERSONNEL SECURITY

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

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

6.4 SECURITY AWARENESS AND TRAINING

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

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

6.5 PRIVACY

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

- A. Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 *et. seq.*, the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
- D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
- E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data

shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

- G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *Bid Solicitation Section 6.11 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
- H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
- I. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, <https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-sism>; and certify in writing that these actions have been completed within 30 calendar days after the termination/expiration of the Contract or within seven (7) business days of the request of an agent of the State whichever should come first.
- J. In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State Data.

6.6 MEDIA PROTECTION

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

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

6.7 REMOTE ACCESS

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

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

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business,

the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

6.8 MOBILE DEVICE SECURITY

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

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

6.9 PROJECT AND RESOURCE MANAGEMENT

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

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

6.10 THIRD PARTY MANAGEMENT

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

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

6.11 INCIDENT RESPONSE

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

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

7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

7.1 INDEMNIFICATION

Section 4.1 of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
 3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
1. procure for the State the legal right to continue the use of the product;
 2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
1. promptly notify Contractor in writing of the claim or suit;
 2. give Contractor control of the defense and settlement of any claim that is subject to Section 4.1(a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

7.2 INSURANCE

7.2.1 PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC is supplemented with the following:

Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$2,000,000 per each occurrence, and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes

carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

7.2.2 CYBER BREACH INSURANCE

Section 4.2 of the SSTC supplemented with the following:

Cyber Breach Insurance: The Contractor shall carry Cyber Breach Insurance sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 or higher if appropriate – see table below for consideration per each occurrence and in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, malware, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured’s legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

Level of Risk	Data Breach and Privacy/Cyber Liability Minimum Insurance Coverage
Low	\$2,000,000
Moderate	\$5,000,000
High	\$10,000,000

7.2.3 LIMITATION OF LIABILITY OPTIONS

Section 4.0 of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor’s liability to the State for actual, direct damages resulting from the Contractor’s performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor’s obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor’s breach of its obligations of confidentiality; and
- C. The Contractor’s liability with respect to copyright indemnification.

The Contractor’s indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

8 QUOTE EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State’s interests associated with the procurement.

8.2 DIRECTOR’S RIGHT TO ACCEPT OR REJECT A QUOTE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award Contracts in accordance with N.J.S.A. 52:34-12.

8.3 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State’s statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

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

8.4 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Board regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The Director reserves the right to request that a Bidder explain, in detail, how the Quote price was determined.

8.5 ORAL PRESENTATION

Not applicable to this Procurement.

8.6 TIE QUOTES

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

8.7 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.

8.8 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.

8.9 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 Bid Solicitation. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

8.9.1 TECHNICAL EVALUATION CRITERIA

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

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this Bid Solicitation; 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.

8.9.2 PRICE EVALUATION

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

8.10 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.

8.11 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Board may establish a competitive range and enter into negotiations with one Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the Board to safeguard information and ensure that all Bidders are treated fairly.

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

8.12 BEST AND FINAL OFFER (BAFO)

The Board may invite one Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder’s most advantageous previously submitted pricing.

The Division may conduct more than one round of BAFO in order to attain the best value for the State.

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

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

8.13 POOR PERFORMANCE

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

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

Bidders should note that this list is not exhaustive.

8.14 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Board will recommend to the Director for award, the responsible Bidder(s) whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Board.

8.15 CONTRACT AWARD

Contract award will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

9 GLOSSARY

9.1 CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket/Blanket P.O.)	Contract

Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

9.2 DEFINITIONS

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

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

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

Apparel – means any clothing, headwear, linens or fabric.

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

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

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

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

Bid or Bid Solicitation – 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 Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, Attachments, and Bid Amendments.

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

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

Bid Security - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as

bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

Bidder – An entity offering a Quote in response to the Division’s Bid Solicitation.

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 Department of the Treasury and the Board.

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

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

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Bidder as

accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this Bid Solicitation.

Cooperative Purchasing Program – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants – These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

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

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the Bid Solicitation and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

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

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director’s designee.

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

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

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

Division – The Division of Purchase and Property.

Equivalent Products – Products offered other than those identified as an Approved Product in this Bid Solicitation that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

Evaluation Committee – A group of individuals or a Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Contract award to the Director.

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

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

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

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

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

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

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

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

Materials in Solid Waste – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

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

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

Must – Denotes that which is a mandatory requirement.

Net Purchases – means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

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

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

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

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

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

Personal Data means –

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

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

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

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

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

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains

product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

Primary Form – An electronic form contained within a Vendor's **NJSTART** profile designated by the Vendor as the primary or principal version of the required form.

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

Project – The undertakings or services that are the subject of this Bid Solicitation.

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

Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not **NJSTART** is used as part of the purchase process.

Quasi-State Agency – is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

Quote – Bidder's timely response to the Bid Solicitation 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 Bid Solicitation.

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

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

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

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

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

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

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

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

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

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the six following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

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

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

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

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

State – The State of New Jersey.

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

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

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

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

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

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

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

Task – A discrete unit of work to be performed.

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

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

US CERT – United States Computer Emergency Readiness Team.

USEPA – United States Environmental Protection Agency.

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

Vendor – Either the Bidder or the Contractor.

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

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.

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

9.3 CONTRACT-SPECIFIC DEFINITIONS

Board – The President and Commissioners of the New Jersey Board of Public Utilities.

Board Order – A formal action voted on by a majority of the Board.

Board Staff, BPU Staff or Staff – Staff of the New Jersey Board of Public Utilities, including the State Contract Manager.

10 Price Sheet

Price Line	Description and Section	Unit	Estimated Units (A)	Unit Price (B)	Firm Fixed Price (A X B)
1.	Program Straw Proposal (RFQ Section 4.2.1)	Task	1	\$	\$
2.	Stakeholder Engagement (RFQ Section 4.2.2)	Task	10	\$	\$
3.	Work Plan and Execution (RFQ Section 4.2.3)	Task	1	\$	\$
4.	Final Proposal & Report (RFQ Section 4.2.4)	Task	1	\$	\$
5.	Program Website (RFQ Section 4.3.1)	Task	1	\$	\$
6.	Program Marketing Campaign (RFQ Section 4.3.2)	Task	1	\$	\$
7.	Project Application Portal (RFQ Section 4.3.3)	Task	1	\$	\$
8.	Compliance Reporting for Federally Funded Activities –Pass-Through Entity Obligations and Reporting (RFQ Section 4.4.1)	Task	1	\$	\$
9.	Compliance Reporting for Federally Funded Activities –Subaward Policy for Federal Compliance (RFQ Section 4.4.2)	Task	1	\$	\$

10.	Solicitation Process Documents (RFQ Section 4.5.2.1)	Task	1	\$	\$
11.	Evaluation Frameworks (RFQ Section 4.5.2.2)	Task	1	\$	\$
12.	Subaward-Award Terms & Conditions (RFQ Section 4.5.2.3)	Task	1	\$	\$
13.	Final Program Report (RFQ Section 4.5.2.4)	Task	1	\$	\$
14.	Evaluation Process (RFQ Section 4.5.3)	Task	1	\$	\$
Subtotal (1 through 14)					
15.	Ad Hoc Analyses – Capped at 5% of Subtotal (RFQ Section 4.6)	Price Cap	N/A	N/A	Attach separate hourly rate schedule for labor titles
Total Quotation Price (Subtotal + 5%)					

Notes:

A Bidder's failure to provide a price for a cell under Firm Fixed Price shall result in the Bidder's Quotation being deemed non-responsive.

Bidders should also present a budget supporting each Firm Fixed Price in which the Bidder lists personnel names, labor titles, corresponding All-Inclusive Hourly Rates, and the number of hours allocated by labor title for each Description.

The Board makes no guarantee of work or unit volume.