



# Request for Proposal # 2024-RFP-203

## FOR: Regional Offshore Wind Technical Assistance Program

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">Section 1.3.1</a> of this RFP for more information.)	08/13/24	02:00 PM ET
<b>Pre-Proposal Conference</b> (Refer to <a href="#">Section 1.3.2</a> of this RFP for more information.)	N/A	N/A
<b>Site Visit</b> (Refer to <a href="#">Section 1.3.3</a> of this RFP for more information.)	N/A	N/A
<b>Proposal Submission Date</b> (Refer to <a href="#">Section 1.3.6</a> of this RFP for more information.)	09/13/24	02:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the New Jersey Economic Development Authority's website.

Designation	Status	Category
<b>Small Business Set-Aside</b>	Not Applicable <input checked="" type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
	Entire Contract <input type="checkbox"/>	I <input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	II <input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	III <input type="checkbox"/>
<b>Disabled Veteran-Owned Business Set-Aside</b>	Not Applicable <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Entire Contract <input type="checkbox"/>	<input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	<input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	<input type="checkbox"/>

**RFP Issued By:**

New Jersey Economic Development Authority  
Procurement  
36 West State Street, PO Box 990  
Trenton, NJ 08625-0990  
Main Reception Desk–Telephone: 609-858-6700

**Date:** 7/25/2024

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## **1.0 INFORMATION FOR PROPOSERS**

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (NJEDA) on behalf of the NJEDA and the New York State Energy Research and Development Authority (NYSERDA) to solicit Proposals for the Regional Offshore Wind Technical Assistance Program.

### **1.1 PURPOSE AND INTENT**

The States of New Jersey and New York have set ambitious offshore wind targets, collectively representing 20 gigawatts (GW) of clean power and billions of dollars in economic benefits. The NJEDA and the NYSEDA are partnering on a number of initiatives to build a regional supply chain and local workforce to support a domestic offshore wind industry. This RFP for a New Jersey-New York Regional Offshore Wind Technical Assistance Program (OSW TAP) is an example of this collaboration and aims to provide guidance, training, and business planning services to local companies interested in supplying the offshore wind industry. The level of expertise requested is outlined in Section 3.0 below. The OSW TAP will be managed by a team comprising NJEDA and NYSEDA staff.

Responses to the RFP will be jointly evaluated by both NJEDA and NYSEDA, with one awardee being contracted to administer the OSW TAP for both states. Due to differences in procurement and contracting laws for each state, the awardee will enter into two separate contracts – one with New Jersey and one with New York, subject to both NJEDA board approval and NYSEDA approval.

NJEDA and NYSEDA (the “Collaboration”) are seeking proposals from qualified firms to design and implement a two (2) year program to provide technical assistance and business planning services to grow a regional offshore wind supply chain. The objective of the program is to develop the capacity of businesses in New Jersey and New York to enter the offshore wind industry and expand the region’s offshore wind supply chain. There is the possibility of three (3) extension options of up to one (1) year each, if deemed necessary and dependent on funding, in the sole discretion of NJEDA and NYSEDA and dependent on the terms and conditions of each entity’s Contract.

NYSEDA and NJEDA have designed this joint OSW TAP for New Jersey and New York businesses to become qualified suppliers for the offshore wind industry. To implement the program, NJEDA and NYSEDA have agreed to the following:

1. The total value of the Technical Assistance Program will be no more than \$1 million, with NJEDA and NYSEDA allocating \$500,000 each. Program cost is divided among three separate tasks: program design, outreach and marketing, and technical assistance services. The cost of program design and marketing and outreach will be evenly split between NJEDA and NYSEDA, while the cost of technical assistance will be based on the individual services rendered to businesses by each state.
2. NJEDA will manage a competitive request for proposals on behalf of both states.
3. NJEDA and NYSEDA will jointly serve on a committee to evaluate proposals and choose one consultant to design and implement the OSW TAP.
4. NJEDA and NYSEDA will execute separate contracts with the consultant, with each entity having sole responsibility for payment related to program design, marketing and outreach, and technical assistance services performed for businesses in their respective state.
5. NJEDA and NYSEDA will jointly manage and direct the program over the course of the contracts and regularly meet to share information, monitor progress, and evaluate overall program impact.

In accordance with applicable law, the Collaboration reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Collaboration, price and other factors considered.

In addition to the Terms and Conditions set forth in this RFP and applicable to each state specific contract are the following:

- The NJEDA's Contract for Professional Services, included here as Attachment A to Exhibit #5);
- The NYSERDA Sample Agreement, included here as Attachment B5

The State specific contract documents should be read in conjunction with Terms and Conditions set forth in this RFP unless the RFP specifically indicates otherwise.

## **1.2 BACKGROUND**

The NJEDA serves as the State of New Jersey's principal agency for driving economic growth. The NJEDA is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the NJEDA creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the NJEDA has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2021, the NJEDA provided over \$966 million dollars in assistance to 50,388 projects/companies and created more than 2,475+ new full-time jobs. The NJEDA has achieved an eleven-fold increase in the number of businesses supported annually since January 2018.

The NYSERDA works to promote energy efficiency, renewable energy, and emissions reduction across New York's economy and energy system. In addition to supporting clean energy and technologies, NYSERDA works to advance equity and inclusivity, jobs and economic development, public health, and community resilience. Collectively, these efforts are key to developing a cleaner, more reliable, and affordable energy system for all New Yorkers. NYSERDA is on the front lines of the global energy transition and combating climate change. Its [executive leadership](#) and staff play a crucial role in implementing the Climate Leadership and Community Protection Act ([Climate Act](#) <sup>(L)</sup>) and Climate Action Council Scoping Plan, which are focused on accelerating climate action and efforts to secure a just and equitable transition to a clean energy economy. NYSERDA also supports other [New York State regulations](#) and statewide energy planning for a clean energy future.

The Collaboration between NJEDA and NYSERDA is grounded in the shared vision of transitioning to a clean energy future that creates well-paying, family-supporting jobs and establishes a durable domestic supply chain that will facilitate responsible development of the offshore wind industry and deliver benefits to residents of New Jersey and New York, including underserved, disadvantaged, and overburdened communities.

### **1.2.1 ADDITIONAL FUNDING SOURCES**

NJEDA and NYSERDA, pursuant to the individual contracts and approval by their respective Boards, reserve the right to extend and/or add funding to the OSW TAP should other program funding sources become available.

Any projects awarded within this RFP scope of work, that are eligible for Federal Funding shall follow all Federal standards and policies specific to the funding. For NJ specific requirements, see NJEDA's Contract for Professional Services Attachment A Exhibit #5 Rider for Purchases Funded by Federal Funds.

## 1.3 KEY EVENTS

### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The NJEDA will electronically accept written questions and inquiries from all potential Proposers via the web at [EDAProcurementQA@njeda.gov](mailto:EDAProcurementQA@njeda.gov) by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

QUESTIONS-2024-RFP-203 – REGIONAL OFFSHORE WIND TECHNICAL ASSISTANCE PROGRAM

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer must not contact the NJEDA's or NYSERDA's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award.**
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on NJEDA's website, <https://www.njeda.gov/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this solicitation and part of any Contract awarded as a result of this RFP.

#### 1.3.1.1 EXCEPTIONS TO THE NJEDA CONTRACT FOR PROFESSIONAL SERVICES OR THE NYSERDA SAMPLE AGREEMENT

Questions regarding the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the NYSERDA's Sample Agreement (please refer to Attachment B5) and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes.

The NJEDA and NYSERDA shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen forms of the NJEDA's and NYSERDA's Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

### 1.3.2 OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable.

### 1.3.3 SITE VISIT

Not applicable.

### 1.3.4 PROJECTED MILESTONE DATES

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Collaboration will take action:

Pre-Proposal Conference:	Not Applicable
Q&A Period Ends:	On or before 08/13/24 @ 02:00 p.m. ET
If required, Addendum:	On or before 08/29/24 @ 02:00 p.m. ET
Proposals Due:	On or before 09/13/24 @ 02:00 p.m. ET
Estimated Contract Start:	On or about 12/11/24

### **1.3.5 TIMELY SUBMISSION OF PROPOSALS**

In order to be considered for award, the Proposal must be received by the NJEDA at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

### **1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY**

In order to be evaluated and considered for award, the Proposal must be received by the NJEDA at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

#### **1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)**

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” and searchable PDF file format using Adobe Acrobat Reader software that must be accessible and viewable by the Collaboration evaluators. Proposers should ensure the submitted file(s) do not contain password-protection.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(Proposer’s Company Name) - Bid Submission-2024-RFP-203 - Regional Offshore Wind Technical Assistance Program., and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the NJEDA’s ShareFile system via:

<https://njeda.sharefile.com/r-r95dce71e2f7146f9a3b8cb1b2b5db9ab>

**It is highly recommended that the Proposer initiate the upload of the Proposal a minimum of four (4) hours prior to the Proposal submission due date/time on the front cover** to allow some time to identify and troubleshoot any issues that may arise when using the Sharefile application. Technical inquiries may be directed to [EDAProcurementQA@njeda.gov](mailto:EDAProcurementQA@njeda.gov).

**NOTE: Any bids received after the date and time specified shall not be considered.** All Proposal submissions, once opened, become the property of the Collaboration and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the Collaboration will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.



### **1.3.6.2 ELECTRONIC SIGNATURE**

Pursuant to written policy, the NJEDA allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.3 (Required Compliance Documentation) of this solicitation, electronically, and agree to be bound by the electronic signatures. The NJEDA will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the "Insert" ribbon at the top of the screen, then within the "Text" section go to the "Signature Line" and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the "Fill & Sign" "Stamps-Dynamics" or "Certificates" within the "Tools" ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

### **1.3.6.3 HARD COPY PROPOSAL SUBMISSION**

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

DOUGLAS ALBIN  
SENIOR PROCUREMENT OFFICER  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
36 WEST STATE STREET  
PO BOX 990  
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer's Name and Address:

**2024-RFP-203 – Regional Offshore Wind Technical Assistance Program**  
**Friday, September 13, 2024 on or before 2:00 ET**

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) copy marked "COPY".

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive.

Proposals submitted by facsimile will not be considered.

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE NJEDA AND NYSERDA WILL NOT BE RESPONSIBLE**

**FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.**

The Collaboration shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the NJEDA.

Directions to the NJEDA's Trenton location can be found at the following web address: <https://www.njeda.gov/about/> at the bottom of the screen under the "Locations" section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

**1.4 ADDITIONAL INFORMATION**

**1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any Contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON NJEDA'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THIS PROPOSAL NUMBER AT <https://www.njeda.gov/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore, all interested Proposers should check NJEDA's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

**It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.**

**1.4.2 PROPOSER RESPONSIBILITY**

The Proposer assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all requirements of this RFP solicitation.

**1.4.3 COST LIABILITY**

The Collaboration assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP solicitation.

**1.4.4 PROPOSAL SUBMISSION ANNOUNCEMENT**

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Collaboration and cannot be returned to the Proposer.

**1.4.5 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING**

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: [EDAProcurementQA@njeda.gov](mailto:EDAProcurementQA@njeda.gov), with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

If, after the Proposal submission opening but before Contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the Procurement Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Collaboration will not be significantly prejudiced by granting the withdrawal of the Proposal. After the Proposal submission opening, while pursuant to the provisions of this section, the Proposer may request to withdraw the Proposal and the Collaboration may, in its sole discretion allow the Proposer to withdraw it, the Collaboration also may take notice of repeated or unusual requests to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or Proposals.

If during a Proposal evaluation process an obvious pricing error made by a potential Contract awardee is found, the Collaboration shall issue written notice to the Proposer(s). The Proposer(s) will have five (5) days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered by the Collaboration that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the Collaboration may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

#### **1.4.6 JOINT VENTURE**

If a Joint Venture is submitting a Proposal/Quote, the agreement between the parties related to the Joint Venture should be submitted with the Joint Venture's Proposal/Quote. Authorized signatories from each party comprising the Joint Venture must sign the Signatory Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in the bid solicitation document.

#### **1.4.7 SUBCONTRACTORS/SUBCONSULTANTS**

For purposes of this RFP, the Collaboration will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting Contract.

See Proposer's Checklist – Subcontractor Utilization Form, complete and submit, if applicable.

The Contractor shall be fully responsible to NJEDA and NYSERDA for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that NJEDA and/or NYSERDA may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid "Business Registration Certificate", as further detailed in Section 8.5 Business Registration Certificate of the New Jersey Specific Requirements and General Information section of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and NJEDA or NYSERDA.

#### **1.4.8 CONFLICT OF INTEREST**

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with either NJEDA and/or NYSERDA and any personnel assigned to work on either entity's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Proposer must disclose such potential conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, NJEDA and/or NYSERDA, in their sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

#### **1.4.9 PROPOSAL ACCEPTANCES AND REJECTIONS**

The Collaboration's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Collaboration, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Collaboration; or to request clarifications of any portion of the Proposal received. Further, the Collaboration's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, regarding the requirements outlined in this RFP. Prior to Proposal opening, the Collaboration retains the discretion to modify, expand, or delete any portion of this RFP. The Collaboration further retains the discretion to terminate this RFP process at any time.

## **2.0 DEFINITIONS**

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

### **2.1 COLLABORATION-SPECIFIC DEFINITIONS**

**Action Plan** – A customized plan developed for each Participating Business that includes the steps and associated costs and time required to become a qualified supplier for the offshore wind industry.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: 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.

**Applicant** – A New Jersey or New York business applying to receive services through the OSW TAP.

**Bid or Proposal** – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

**Bidder or Proposer** – An individual or business entity submitting a Proposal in response to this RFP.

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

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

**Collaboration** – For purposes of this RFP, this term refers to the collaboration between NJEDA and NYSERDA.

**Contract** – NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the NYSERDA's Sample Agreement (please refer to Attachment B5) – Also includes this RFP, any addendum to this RFP, and the Bidder's Proposal submitted in response to this RFP, as accepted by the Collaboration.

**Contractor** – The Bidder/Proposer awarded a Contract resulting from this RFP.

**Evaluation Committee** – For purposes of this RFP, a committee established of NJEDA staff members assigned by the requesting department (along with NYSERDA staff members), to review and evaluate Proposals submitted in response to this RFP and to recommend a Contract award (upon prior mutual agreement with NYSERDA) to the NJEDA CEO and/or the NJEDA Board of Directors as well as NYSERDA management.

**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. No additional fees or costs shall be paid by the Collaboration unless there is a change in the Scope of Work.

**FTE** – Full-Time Equivalent.

**Gigawatt (GW)** – A unit of power equal to one (1) billion watts.

**International Organization for Standardization (ISO)** – An independent, non-governmental, international standard development organization composed of representatives from the national standards organizations of member countries.

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

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

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

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

**Participating Businesses** – A New Jersey or New York business that has been selected to participate in and is receiving assistance through the OSW Technical Assistance Program.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This series of documents, which establishes the bidding and Contract requirements and solicits Proposals to meet the needs of the Collaboration, as identified herein, and includes the Request for Proposal, Sample Contract, fee/price schedule, attachments and addenda.

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

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

**States** – New Jersey and New York.

**Strengths, Weaknesses, Threats And Opportunities (SWOT)** – A strategic planning and strategic management technique used to help an organization identify strengths, weaknesses, opportunities, and threats related to business competition or project planning.

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

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

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

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to the Collaboration pursuant to the terms of the Contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

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

**Vendor** - An individual or business entity submitting a Proposal in response to this RFP.

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

## **2.1.1 NJEDA-SPECIFIC DEFINITIONS**

**Addendum** – Written clarification or revision to this RFP issued by the NJEDA.

**Amendment** – An alteration or modification of the terms of a Contract between the NJEDA and the Contractor(s). An amendment is not effective until approved in writing by the NJEDA.

**Board of Directors** – Responsible for the management of all New Jersey Economic Development Authority operations.

**Chief Executive Officer (CEO)** – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

**Designated Contract Manager** – Individual responsible for the overall management and administration of the Contract and Contractor relationship.

**Director** – The Director of Procurement, New Jersey Economic Development Authority.

**Disabled Veterans' Business** – means a business which has its principal place of business in the State of New Jersey, 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 the State of New Jersey 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.

**Minority-Owned Business** – A sole proprietorship owned and controlled by a minority; a partnership or joint venture owned and controlled by minorities in which at least 51% of the ownership interest is held by minorities and the management and daily business operations of which are controlled by one or more of the minorities who own it; or a corporation or other entity whose management and daily business operations are controlled by one or more minorities who own it, and of which at least 51% of the legal beneficial ownership is held by one or more minorities. This definition is pursuant to N.J.S.A. 52:27H-21.18 (pursuant to legislation (S3013) enacted on January 8, 2024).

**Procurement** – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

**Retainage** – The amount withheld from the Contractor's 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 Proposal.

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered

in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) 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 1221.201, 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.

**Veteran-Owned Business** – A business, as defined in N.J.S.A. 52:32-49 et seq., which has its principal place of business in the State, is independently owned and operated, and not less than 51 percent of the business is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.

**Women-Owned Business** – A sole proprietorship owned and controlled by a woman; or a partnership or joint venture owned and controlled by women in which at least 51% of the ownership is held by women and the management and daily business operations of which are controlled by one or more women who own it; or a corporation or other entity whose management and daily business operations are controlled by one or more women who own it, and of which at least 51% of the legal beneficial ownership is held by women. This definition is pursuant to N.J.S.A. 52:27H-21.18 (pursuant to legislation (S3013) enacted on January 8, 2024).

## **2.1.2 NYSERDA-SPECIFIC DEFINITIONS**

**Disadvantaged Communities** – The Climate Act directs the Climate Justice Working Group (CJWG) to establish criteria for identifying Disadvantaged Communities. The CJWG finalized the Disadvantaged Communities criteria on March 27, 2023. Communities meeting the criteria can be identified with the map found on the NYSERDA Disadvantaged Communities [webpage](#) and a list of census tracts that meet the disadvantaged community criteria can be found on the Climate Act [Website](#) under the "Disadvantaged Communities Criteria Documents" section.

**Minority and/or Women-Owned Businesses** – Such term is as defined under New York State Law. New York State Certified MWBEs are searchable in the MWBE Certified Database maintained by Empire State Development (ESD). To be eligible for MBE or WBE certification, a business enterprise must be at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are minority group members or women; the ownership interest of such minorities or women must be real, substantial and continuing; such minority or women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; the enterprise must be authorized to do business in this state and be independently owned and operated; the individual(s) whose ownership, control and operation are relied upon for certification, may not have a personal net worth that exceeds \$3.5M as adjusted annually and the enterprise must be a small business as defined by Executive Law 310(20).

**Service-Disabled Veteran Owned Businesses** – As defined under the Service-Disabled Veteran-Owned Business Act of New York State. New York State Certified SDVOBs are searchable in Directory of New York State Certified Service-Disabled Veteran Owned Business (SDVOB) maintained by the Office of General Services (OGS). Certified service-disabled veteran-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is: (a) at least fifty-one percent owned by one or more service-disabled veterans; (b) an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing; (c) an enterprise in which such service-disabled veteran ownership



has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and is independently-owned and operated; (e) an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and (f) certified by the office of general services.

### **3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR**

The Contractor shall design, promote, and implement the OSW TAP, according to the structure and needs of NJEDA and NYSERDA. The Contractor will provide guidance, training, and business planning services to Participating Businesses looking to analyze and identify their fit within the offshore wind industry, develop a successful strategy, and become a qualified supplier for the industry. The deliverables shall include, at a minimum, the following **MANDATORY** elements:

**A. Program Design Services:** The Contractor, in consultation with NJEDA and NYSERDA, shall design a program to deliver technical assistance services to New Jersey-based and New York-based businesses (Participating Businesses) seeking to supply the offshore wind industry. This program design should be replicable for future cohorts. Program deliverables shall include a detailed plan to provide business advisory services to Participating Businesses from each state, with particular focus on small-, women-, veteran-, and minority-owned businesses. The Contractor shall include a market entry strategy program to implement, with a sample list of services that could be provided along with a not-to-exceed cost per company. Program design services include, but are not limited to, the following:

1. Designing the application for interested businesses;
2. Eligibility and evaluation criteria;
3. Selection process and timeline;
4. All necessary documents to conduct pre- and post-technical assistance assessments and reports to participants and NJEDA and NYSERDA;
5. Technical assistance service expectations, i.e. identification of types of services to be provided, identification of industry-specific certifications and other requirements, identification of additional resources (state, federal, and other) that could be leveraged to assist Participating Businesses;
6. Processes, procedures, and timelines for how technical assistance services will occur;
7. Examples of benchmarks that Participating Businesses will reach during each phase of the program; and
8. A comprehensive approach to serve all regions of New Jersey and New York.

Program design services shall also include designing a simple report or survey for all Participating Businesses to submit to NJEDA and NYSERDA annually for three (3) years that demonstrates progress made in relation to each individual company's Action Plan and related technical services provided by the Contractor.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

The Contractor shall provide a schedule of deliverables and related payments for Program Design Services at the Initial Organizational Meeting. See RFP Section 3.6. Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

A Maximum Not-To-Exceed Flat Fee of no more than 20% of total project cost is to be provided on the Fee Schedule (see Section 4.2.2).

The cost of program design will be evenly split between NJEDA and NYSERDA.

At their sole discretion, the NJEDA and NYSERDA reserve the right to shift funding between Program Design Services and Outreach and Marketing Services.

- B. Outreach and Marketing Services:** The Contractor shall provide a detailed outreach and marketing plan that will be implemented upon approval to recruit New Jersey and New York businesses to apply for and participate in the Program, with a particular focus on small-, women-, veteran-, and minority-owned businesses. Deliverable activities may include, but are not limited to: webinars, outreach events, and online/email communications with detailed records of the outcomes of such activities.

The Contractor shall provide a schedule of deliverables and related payments for Outreach and Marketing Services at the Initial Organizational Meeting. See RFP Section 3.6.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

A Maximum Not-To-Exceed Flat Fee of no more than 10% of total project cost is to be provided on the Fee Schedule (see Section 4.2.2).

The cost of outreach and marketing services will be evenly split between NJEDA and NYSERDA.

At their sole discretion, the NJEDA and NYSERDA reserve the right to shift funding between Program Design Services and Outreach and Marketing Services.

- C. Technical Assistance Services:** The Contractor shall provide ongoing technical assistance services to better position Participating Businesses to sell into the offshore wind supply chain and position the businesses to attain industry-specific certification(s) as required to become a qualified supply chain partner (depending upon the type of business this may include specific certifications like ISO 9000 and OSHA compliance). The Contractor shall offer a not-to-exceed All-Inclusive Hourly Rate.

The Contractor will:

1. Work to define the business case for each Participating Business accepted into the program by analyzing the strengths, weaknesses, opportunities and threats (SWOT) related to the business's engagement in the offshore wind industry so a business can make a "go" or "no go" decision;
2. Ensure the analysis provides a roadmap to Participating Businesses and creates an Action Plan of necessary steps, timelines, and associated costs to supply goods or services to the offshore wind industry;
3. Identify next steps for further training and/or in-depth assessment; and
4. Provide a set number of hours for advisory services to Participating Businesses as a follow-up to earlier delivered analysis.

Deliverables include pre- and post-technical assistance assessments of Participating Businesses, ongoing progress and service reports, and delivery of relevant trainings for Participating Businesses that, at a minimum, identify potential top and bottom line growth, retained or created FTEs, and barriers or threats identified by Participating Businesses, either by the Contractor or a third-party vendor.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

The cost of technical assistance will be borne by NJEDA or NYSERDA individually based on services rendered to their Participating Businesses.

### **3.1 PROGRAM DESIGN SERVICES**

The Contractor must design and create a Technical Assistance Program for the New Jersey-New York OSW TAP that can serve a diverse range of businesses seeking to engage in the offshore wind supply chain.

NJEDA and NYSERDA envision a program that has significant focus on the general business capabilities required to sell into the offshore wind supply chain. The Contractor shall provide identified services that could include a SWOT analysis, development of a business plan, or providing services related to the specific attainment of a certification required to become a competent or qualified supply chain partner. These competencies could include management systems procedures and processes, ISO standards compliance, manufacturing processes, sustainability and decarbonization processes, quality assurance, and health and safety processes and procedures.

It is anticipated that the majority of the assistance needs will concern companies with a low level of expertise in offshore wind and provide SWOT analysis services with accompanying next steps and a fixed set of follow-on support hours or services.

Program design services must include, at a minimum, the following:

- A. A detailed plan on how to create the OSW TAP and a timeline for outreach and marketing, program implementation, and participants to complete the program. The program plan should be designed to serve an even mix of New Jersey-based and New York-based businesses.
- B. Creation of a program application and process with clear eligibility and evaluation criteria that the Contractor will use to recommend Participating Businesses for selection by NJEDA and NYSERDA, respectively, with each member of the Collaboration having the right to select or deny any Applicant as self-identified as a New York or New Jersey business in its application. Applications must include language to the effect that if a company is selected to participate in OSW TAP that it will make a good faith effort to pursue the recommendations in its Action Plan (see 3.1.E).
  1. NJEDA and NYSERDA anticipate this program is best suited for companies with at least ten (10) but not more than 250 employees, be a privately held company registered to do business in and with an office located in New Jersey or New York, have an annual revenue of \$500,000 to \$50 million, and provide products or services relevant to the offshore wind industry.
  2. The Participating Business must have at least one (1) member of its leadership team participate in the technical assistance process, including at minimum a site visit and

a meeting with the Contractor to review the Action Plan (see 3.1.E). Prior experience in offshore wind is not required for a company to participate in the program.

3. The Contractor shall prioritize companies with the potential to provide goods and services to the industry and potential for on-time product and service delivery. These are in addition to prioritizing company selection based on how the supply chain is expected to localize in New Jersey and New York (further elaborated in Section 3.1.F).
- C. An assessment tool for Participating Businesses to self-assess their initial capabilities and market readiness as part of their application and for the Contractor to conduct pre- and post-assessments of participants. A corresponding evaluation matrix shall be created for the Contractor to evaluate and select Applicants. The assessment tool and corresponding evaluation matrix shall be non-proprietary so that NJEDA and NYSERDA can use in the future at their discretion.
- D. Creation of program overview and application content for an online portal for program applicants to submit their application to be operated by the Contractor.
- E. An Action Plan outline or template that will be used to aid Participating Businesses in taking action tailored to their specific company needs in building their capabilities to supply the offshore wind industry.
- F. An approach for how NJEDA and NYSERDA, with the Contractor's guidance, should prioritize the types of companies participating in the program based on how the supply chain is expected to localize in the region. For example, secondary steel manufacturers could be prioritized over lower contracting needs. The Contractor shall help NJEDA and NYSERDA prioritize companies in subsectors that meet the initial needs of the U.S. offshore wind industry.
- G. Other educational materials that the Contractor deems necessary to support Participating Businesses in completing the program successfully.
- H. Creation of service (services provided) and progress (benchmarks achieved by Participating Businesses) report materials to share with NJEDA and NYSERDA for monthly program updates.
- I. Approach for how the Contractor will seek to equitably serve all regions of both states to ensure that regions are not excluded due to program design.
- J. Approach for how the Contractor will seek to equitably serve small businesses, women-owned businesses, veteran-owned businesses, and minority-owned businesses.
- K. Plan of the types of certifications that are required based on the focus industries identified in Section 3.1.F.
  1. How these certifications could be attained by Participating Businesses, including any Federal, State, or other resources that could be utilized by Participating Businesses to offset the cost of certification; and
  2. Any guidance the Contractor will provide to Participating Businesses on obtaining certification services from third party vendors. Examples of programs could include: National Institute of Standards and Technology Manufacturing Extension Partnership Program, Investor Owned Utility Economic Development Grant Programs, Workforce Development Institutes, Small Business Administrations, etc.

- L. Overview of internal controls that will enable the Contractor to provide advisory services without any perceived or actual conflicts of interest.

**NOTE:** The Contractor shall complete program design services within eight (8) weeks of Contract award.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

The cost of program design will be evenly split between NJEDA and NYSERDA.

At their sole discretion, the NJEDA and NYSERDA reserve the right to shift funding between Program Design Services and Outreach and Marketing Services.

### **3.2 OUTREACH AND MARKETING SERVICES**

The Contractor must provide a detailed outreach and marketing plan that, upon approval, will be implemented to recruit a diverse range of New Jersey and New York businesses to apply for and participate in the program. Program is anticipated to launch in the 4th quarter of calendar year 2024 through initiation of outreach and marketing activities. Outreach and marketing services, at a minimum must include the following:

- A. Creation of an outreach and marketing plan to recruit eligible program applicants, including how they will specifically target small-, women-, veteran-, and minority-owned businesses. The Contractor shall develop a plan for marketing campaigns and digital communications as part of the outreach plan.
- B. Creation of engaging outreach and marketing materials that the Contractor will use to advertise the program and recruit potential applicants.
- C. Deliver agreed upon targeted outreach and marketing activities. These activities could include webinars, online marketing campaigns, and email communications. The Contractor should factor in the cost of conducting at least two (2) webinars and developing recommendations for how to target potential audiences. Particular emphasis should be made to advertise and recruit small-, women-, veteran-, and minority-owned businesses.
- D. During the term of the Contract, the Contractor must speak at a minimum of two (2) local offshore wind events and seminars, with one in New Jersey and one in New York, to promote the program. NJEDA, NYSERDA, or industry related groups will host and organize these events and the Consultant would be expected to participate and present at these events.
- E. Provide prompt and accurate responses to potential Applicants or business membership groups seeking to learn more about the program. NJEDA and NYSERDA expect approximately fifty inquiries from potential Applicants and groups. When applications are being accepted, Contractor shall be required to publicly post any questions received and answers provided to maintain a level competitive playing field for Applicants interested in participating in the program.

**NOTE:** The Contractor must successfully complete outreach and marketing services within four (4) to six (6) weeks after completing program design services that are approved by NJEDA and NYSERDA.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

The cost of outreach and marketing services will be evenly split between NJEDA and NYSERDA.

At their sole discretion, the NJEDA and NYSERDA reserve the right to shift funding between Program Design Services and Outreach and Marketing Services.

### **3.3 TECHNICAL ASSISTANCE SERVICES**

The Contractor must provide ongoing technical assistance to Participating Businesses that will lead to offshore wind-specific capacity, identification of applicable certifications needed to participate in the offshore wind industry, and may include technical support for attainment of industry-specific certifications and/or other requirements. Technical assistance services for each individual company are expected to range from four (4) to eighteen (18) months depending on the service needs of the participants and proposed program design.

Technical assistance services must include the following:

- A. The Contractor will evaluate the Applicants based on the evaluation matrix referenced in Section 3.1.C. and recommend eligible Applicants to NJEDA and NYSERDA. NJEDA and NYSERDA will select and approve the Participating Businesses and conduct due diligence to ensure selected Applicants are in good standing and able to do business in the state where they are receiving the technical assistance.
- B. A verification to confirm the Applicant's self-assessment (as referred to in Section 3.1, C) and a pre-service assessment of the Applicant, if selected to participate.
- C. Advisory services to help Participating Businesses create individual action plans to close performance/service gaps, enabling them to compete in the offshore wind supply chain.
  - 1. Action Plans shall be customized for each individual business and include the steps required to ready a business to become a qualified supplier for the industry. The Action Plan will be based on the services and costs outlined in the program design.
  - 2. Action Plans shall include additional estimated cost expectations, if the participant needs to make financial investments outside of this program to close performance gaps. This could include recommendations for capital investments or workforce training investments, if appropriate.
- D. Consistent technical assistance services to support Participating Businesses in completing their Action Plan in a timely manner. This could include regular in-person visits, virtual meetings, phone calls, tutorials, or other forms of advisory services.
- E. A post-program virtual meeting or site visit and assessment to confirm that the Action Plan has been completed and the Participating Business is either ready to initiate the process of obtaining certifications, or if no certifications are required, is reasonably capable of providing goods or services to the offshore wind industry.

- F. Reasonable effort to help Participating Businesses complete the program within the projected timeframe; including but not limited to regular check-in meetings, follow up calls, and summary reports with specific action items.

**NOTE:** The OSW TAP should be completed within fourteen (14) months after successful completion of outreach and marketing services that are acceptable to NJEDA and NYSERDA. Program Applicants are anticipated to be selected for participation in Q1 of calendar year 2025 and all successful participants will complete the program by Q1 of calendar year 2026, depending upon final program design.

This portion of the services will be paid on an All-Inclusive Hourly Rate basis. See RFP Section 4.2.2.

Final program design, Participating Business selection, and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

The cost of technical assistance will be borne by NJEDA or NYSERDA individually, based on services rendered to their respective Participating Businesses.

### **3.4 PERFORMANCE TIMELINE AND IMPLEMENTATION SCHEDULE**

The Program Design Services component shall commence immediately upon final execution of the Contract. All services required by this RFP and the resulting Contracts shall be completed within the performance timeline and implementation schedule presented by the Consultant and approved by NJEDA and NYSERDA, during the Initial Organizational Meeting (see Section 3.6) including any subsequent approvals required or modifications made by NJEDA or NYSERDA and acknowledged by the Contractor.

The Contractor shall provide a proposed performance timeline and implementation schedule to the NJEDA's and/or NYSERDA's Designated Contract Managers on a quarterly basis. The performance timeline/implementation schedule must identify the services to be provided, schedule for implementation, challenges, opportunities, improvements, etc. and is subject to final approval by NJEDA and NYSERDA.

### **3.5 REPORTING**

Contractor shall collect, maintain and analyze all data obtained through provision of the required services and complete progress reports (including charts/graphs where applicable) which effectively capture relevant baselines, evaluations, and/or measurements. The reports shall include all information needed to effectively monitor the Technical Assistance Program services provided.

- A. Progress reports shall be submitted to NJEDA for NJ-based companies and NYSERDA for NY-based companies on the last Thursday of each month.
1. The Contractor must be available to schedule a telephone call, as needed, with the NJEDA and/or NYSERDA Designated Contract Manager to review and discuss Program progress, no later than one (1) week from submission of each Progress Report.
  2. Contractor shall submit an interim and end-of-program narrative report with supporting documentation. NJEDA and NYSERDA may require the Contractor to modify the reports as needed to ensure effective monitoring and success of the Technical Assistance Services provided.



3. Contractor must provide a written response to questions regarding the contents of reports, via e-mail, within 72 hours.

### **3.6 INITIAL ORGANIZATIONAL MEETING**

The Contractor shall attend an initial organizational meeting with NJEDA and NYSERDA staff, to be held within seven (7) business days of execution of the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the NYSERDA's Sample Agreement (please refer to Attachment B5). The purpose of this meeting is to allow the Consultant (and any of its staff assigned to perform work against the Contract) an opportunity to meet NJEDA and NYSERDA designated staff, gain a clearer understanding of performance expectations and review the requisite performance timeline and implementation schedule. The Collaboration's Contract Managers will guide the meeting and address any issues.

- A. The Contractor will be required to present its proposed performance timeline, curriculum and implementation schedule and summarize its approach to providing the required services at this meeting.
  1. The implementation schedule must include each of the services required by this RFP. The Collaboration, in its sole discretion, reserves the right to adjust the proposed performance timeline, curriculum, and implementation schedule to ensure timely and efficient delivery of relevant services to interested business entities.

Additionally, the Contractor shall provide a schedule of deliverables and related payments for Program Design Services and Outreach and Marketing Services at this meeting. This schedule of deliverables and related payments shall be subject to negotiation, as necessary.

- B. This meeting will be held at either NJEDA's office in Newark or NYSERDA's office in Manhattan. NJEDA and NYSERDA may permit certain, limited members of the Contractor's staff to participate via teleconference, should travel be too prohibitive. Every effort will be made to schedule the meeting at a mutually convenient time; however, NJEDA and NYSERDA will make the final determination regarding the date and time to ensure maximum participation.

Final program design and notice to proceed for Outreach and Marketing Services and Technical Assistance are subject to NJEDA Board and NYSERDA approval.

### **3.7 AVAILABILITY OF SERVICES**

- A. In the performance of the work, the Contractor's staff may be required to provide a portion of the requisite services outside of normal business hours. For purposes of this RFP, normal business hours are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM (EST), excluding NJEDA holidays.
- B. The following holidays are observed by the NJEDA:

New Year's Day	Juneteenth	Veteran's Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Christmas Day
Good Friday	Columbus Day	

Memorial Day

Election Day

Any updates to holidays observed by the NJEDA can be found at the following link:  
[The Official Web Site for The State of New Jersey | State Holidays \(nj.gov\)](http://The Official Web Site for The State of New Jersey | State Holidays (nj.gov))

C. The following holidays are observed by NYSERDA:

New Year's Day	Juneteenth	Veteran's Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Good Friday	Columbus Day	
Memorial Day	Election Day	

Any updates to holidays observed by the NYSERDA can be found at the following link:  
[New York State Calendar of Legal Holidays for State Employees](http://New York State Calendar of Legal Holidays for State Employees)

- D. The Contractor should consider the possible need for after-hours work and include the cost when preparing its Fee Schedule. The NJEDA and/or NYSERDA intends to minimize these instances whenever possible; however, if the Contractor fails to accommodate the NJEDA and/or NYSERDA 's need for after-hours work on two (2) or more occasions, the Contractor will be considered unresponsive to the NJEDA and/or NYSERDA needs. In that case, the NJEDA and/or NYSERDA may cancel the Contracts for cause.
- E. Throughout the term of the Contract and any extensions thereto, all services provided shall be subject to final approval and acceptance of the NJEDA and/or NYSERDA. The NJEDA and/or NYSERDA , in its sole discretion, shall determine whether the services provided meet its requirements, as defined in Section 3 of this RFP. The NJEDA and/or NYSERDA review and approval includes, but is not limited to, the following:
1. Contractor's reasonable effort to ensure participants complete their Action Plan.
  2. Completeness in providing the required deliverables with respect to achievement of satisfactory level of service.
  3. Success of deliverables in meeting the needs of New Jersey and New York businesses looking to enter the offshore wind supply chain.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER**

Failure to submit information as indicated below may result in the Proposal being deemed non-responsive.

### **4.1 GENERAL**

Proposals that conflict with those terms and conditions contained in this RFP or the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the NYSERDA's Sample Agreement (please refer to Attachment B5) as may be amended by addenda, or that diminish the NJEDA's and/or NYSERDA's rights under any Contract resulting from the RFP will result in the entire Proposal being rejected. The NJEDA and/or NYSERDA is not responsible for identifying conflicting terms and conditions before issuing a Contract award. In the event that prior to the notice of intent to award, the NJEDA and/or NYSERDA notifies the Proposer of any such term or condition and the conflict it poses, the NJEDA and/or NYSERDA may require the Proposer to either withdraw the conflicting term or withdraw its Proposal.

After award of Contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the NYSERDA's Sample Agreement (please refer to Attachment B5) and/or the RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the NJEDA's and/or NYSERDA's rights, the supplemental term or condition will be considered null and void, in the specific Contract.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its Proposal.

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

#### **4.1.1 NON-COLLUSION**

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who

is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;

- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this Contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

**The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the NJEDA's website at <https://www.njeda.gov/bidding/> see RFP Proposer Checklist – 2024-RFP-203 Regional Offshore Wind Technical Assistance Program, unless noted otherwise.**

## **4.2 PROPOSAL CONTENT AND SUBMISSION ORDER**

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). One (1) volume must contain the **mandatory** compliance documentation. One volume must contain only the **mandatory** Fee Schedule and Contract Budget Form. The additional volume(s) must contain, at a minimum, the **mandatory** portions of the Technical Proposal. If the Proposal is extra large in size, submitting multiple additional volumes for the Technical Proposal is permissible.

**If a Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.**

### **Technical Proposal Volume**

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

### **Pricing Volume**

Fee Schedule. Please reference Section 4.2.2 in this RFP.  
Contract Budget Form. See Section 4.2.2 in this RFP.

### **Compliance Volume**

Please reference all Subsections in Attachment A Exhibit #1 NJ Specific Requirements and General Information and NEW YORK SPECIFIC REQUIREMENTS AND GENERAL INFORMATION (Attachment B) and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

#### **4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL)**

The Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the Contract. In the Proposal submission, it is mandatory the Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0.

The Technical Proposal should, at a minimum, contain the information below and preferably be submitted in the following order:

- I. Cover Letter (Optional);
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members;
- VI. References of Key Team Members; and
- VII. Description and Documentation of Proposer's Prior Experience and Qualifications.

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of the Proposer's Proposal.

##### **I. Cover Letter (Optional)**

All Proposers should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

##### **II. Management Overview and Technical Approach to Achieve the Scope of Work**

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Collaboration that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Collaboration that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) (e.g., will best meet the needs of the NJEDA and NYSERDA; and
- C. The Proposer shall also set forth a detailed work plan that will accomplish the requirements of the Scope of Work, indicating how each task in Section 3.0 will be accomplished, including an outline of a proposed meeting schedule with NJEDA and NYSERDA staff and timeline for key milestones and ability to complete the Scope of Work within the maximum timeline.

##### **III. Organization Chart if applicable (not required for a sole proprietor)**

If key team members are proposed, the Proposer shall provide an organization chart that includes the individual(s) and job title(s) for this engagement. For the purposes of this engagement, a key team member is identified as having a responsible role in the successful completion of the services requested pursuant to this RFP.

If the Proposer will utilize Subject Matter Experts (SMEs), who are technically and/or professionally qualified for this engagement, the Proposer shall list these additional professional resources in its Proposal and include the individual(s) and job title(s) for this engagement on the Organization Chart.

**Note:** If the Proposal submission includes a key team member that is a Subcontractor(s) and/or Subconsultant(s), the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

#### **IV. Key Team Member List, if applicable (not required for a sole proprietor)**

If key team members are being proposed, the Proposer shall list each individual who will be utilized for this Contract by name and job title.

**Note:** If the Proposal submission includes a key team member that is a Subcontractor(s) and/or Subconsultant(s), the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

#### **V. Resumes/Bios of Key Team Members**

If key team members are being proposed, a resume/bio for each individual identified in the Key Team Member List should be included with the Proposal submission. If not included with the Proposal submission, the Proposer shall provide resumes/bios for all key team members in accordance with RFP Section 4.2.3, Required Compliance Documentation. Please reference the evaluation criteria section in this RFP, Section 6.7.1 for the Resume requirements.

#### **VI. References**

If key team members are being proposed, and resumes are submitted, an individual's resume shall include up to three (3) client references applicable to the Scope of Work, including contact names, job title, telephone numbers and e-mail addresses. If resumes are included, please reference the evaluation criteria section in this RFP, Section 6.7.1 for the Reference requirements.

#### **VII. Description and Documentation of Proposer's Prior Experience and Qualifications**

- A. The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0;
- B. Provide a narrative description detailing the Proposer's experience as a firm providing technical assistance and business planning services to grow regional offshore wind supply chains. Information in the narrative description should be supported by evidence or information that can be independently verified by the Collaboration;
- C. Provide information from projects the organization has previously worked on, and in what role/capacity. For each project that is listed, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of the proposed project team have worked together;
- D. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience in providing technical assistance and business planning services to grow regional offshore wind supply chains in New Jersey, New York, or other states;

- E. Provide a listing of up to three (3) client references, which includes contact names, titles and telephone numbers for which the organization has provided services. The beginning and ending dates of the provided services must be included.

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Proposer's staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer's Checklist.

#### **4.2.2 FEE SCHEDULE AND CONTRACT BUDGET FORM (MANDATORY SUBMISSION WITH PROPOSAL)**

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule and Contract Budget Form format/category designations. Any additional or supplemented versions of the Collaboration-supplied Fee Schedule and Contract Budget Form will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Collaboration-supplied Fee Schedule accompanying this RFP solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

Additionally, the Proposer must submit its itemized program budget using the Contract Budget Form set forth as a separate tab(s) on the Fee Schedule document. The Contract Budget Form must be completed in its entirety.

The Proposer must also provide an All-Inclusive Hourly Rate for Technical Assistance Services.

##### **4.2.2.1 DELIVERY TIME AND COSTS**

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the NJEDA and/or NYSEDA; and
- B. F.O.B. Destination does not cover "spotting" but does include delivery inside the NJEDA and/or NYSEDA unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

##### **4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS**

C.O.D. terms are not acceptable as part of a Proposal and will be cause for rejection of a Proposal.

##### **4.2.2.3 PRICE ADJUSTMENT**

Pricing shall remain firm throughout the term of the Contract and any extensions, thereto.

#### **4.2.3 REQUIRED COMPLIANCE DOCUMENTATION**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP solicitation.

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Proposal **(MANDATORY FORM WITH PROPOSAL)**. ALL other Compliance Documentation, not deemed "Mandatory Form With Proposal", are required prior to Contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the NJEDA will be deemed non-responsive and will preclude the award of a Contract to said Proposer.

#### **4.2.4 FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED SUBMITTED WITH THE PROPOSAL**

##### **4.2.4.1 SIGNATORY PAGE (MANDATORY FORM WITH PROPOSAL)**

Please see Attachment A Exhibit #1 NJ Specific Requirements and General Information and New York Attachment B1 Proposal Checklist

##### **4.2.4.2 ATTACHMENT B2 VENDOR RESPONSIBILITY CHECKLIST (MANDATORY FORM WITH PROPOSAL)**

The Vendor Responsibility Checklist Attachment B2 will also include the Proposer's attestation regarding the accuracy and truthfulness of the information and documentation provided by the Proposer. The NYSERDA Large-Scale Renewables program team will review the responses to the Vendor Responsibility Checklist and reserves the right to make a determination of vendor responsibility if a non-responsibility concern is noted.

##### **4.2.4.3 ATTACHMENT B3 DISCLOSURE OF PRIOR FINDINGS OF NON-RESPONSIBILITY FORM, (MANDATORY FORM WITH PROPOSAL)**

Attachment B3, Disclosure of Prior Findings of Non-responsibility Form, (Mandatory)

##### **4.2.4.4 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH PROPOSAL)**

Please see Attachment A Exhibit #1 NJ Specific Requirements and General Information

##### **4.2.4.5 ATTACHMENT B NYSERDA GENERAL CONDITIONS**

Please see Attachment B NEW YORK SPECIFIC REQUIREMENTS AND GENERAL INFORMATION

Please See Attachment B NYSERDA Solicitation General Conditions and B5 Sample Agreement including Statement of Work

#### **4.2.5 FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE FULLY COMPLETED AND REQUIRED PRIOR TO CONTRACT AWARD**

##### **4.2.5.1 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Please see Attachment A Exhibit #1 NJ Specific Requirements and General Information



#### **4.2.5.2 DISCLOSURE OF WORK ACTIVITIES IN RUSSIA FORM**

Please see Attachment B4 Certification Under Executive Order 16

#### **4.2.5.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Please see Attachment A Exhibit #1 NJ Specific Requirements and General Information

#### **4.2.5.4 SUBCONTRACTOR UTILIZATION FORM**

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, which is to be submitted with the Proposal.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors and/or Subconsultants, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Form documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Proposer is automatically certifying that in the event the award is granted to the Proposer's firm and the Contractor later determines at any time during the term of the Contract to engage Subcontractors and/or Subconsultants to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Form for approval by the Collaboration in advance of any such engagement of Subcontractors and/or Subconsultants.

Proposers please reference the Proposer's Checklist for additional information about the Subcontractor Utilization Form.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

The term of the Contract shall be for two (2) years with three (3) extension options of up to one (1) year each, which are at the sole discretion of each state and dependent upon funding, at the same terms, conditions, and pricing in effect during the Contract term or rates more favorable to each state..

### **5.2 CONTRACT TRANSITION**

In the event that a new Contract has not been awarded prior to the Contract expiration date, as may be extended herein, the Collaboration reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

### **5.3 ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS**

Please see Attachment A Exhibit #1 NJ Specific Requirements and General Information. Please see Attachment B NEW YORK SPECIFIC REQUIREMENTS AND GENERAL INFORMATION.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Collaboration reserves the right to waive minor irregularities or omissions in a Proposal. The Collaboration also reserves the right to waive a requirement provided that:

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Collaboration, the failure to comply with the requirement does not materially affect the procurement or the Collaboration's interests associated with the procurement.

### **6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Collaboration reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Collaboration to do so. The Collaboration shall have the power to award orders or contracts to the Proposer best meeting specifications and conditions.

### **6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES**

The Collaboration reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the Contract.

The Collaboration may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Collaboration in making a Contract award which is most advantageous to the Collaboration.

### **6.4 RIGHT TO REQUEST FURTHER INFORMATION**

The Collaboration reserves the right to request all information which may assist it in making a Contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the Contract. Further, the Collaboration reserves the right to request a Proposer to explain, in detail, how the Proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Collaboration's staff, management, NJEDA Subject Matter Experts (SMEs) and possibly other state agencies and/or industry experts, who may assist with the evaluation but will not be voting members. Only Collaboration staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

### **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of Proposals, unless requested by the Collaboration as noted below, Proposer contact with the Collaboration is still not permitted.

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any

deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Collaboration concerning its Proposal.

Proposer may not attend the oral presentations of their competitors.

It is within the Collaboration's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its Proposal. Action by the Collaboration in this regard should not be construed to imply acceptance or rejection of a Proposal. The Procurement department will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.7 EVALUATION CRITERIA**

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

### **6.7.1 QUALIFICATIONS, EXPERIENCE, AND PRICING EVALUATION CRITERIA**

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required.
  - 1. If key personnel are identified and required in Section 3.0 of this RFP, the Proposer **must** submit a resume for each key position and the Proposer's resumes **must** include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references **must** include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.
- B. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references.
  - 1. If references for contracts of similar size and scope are required in Section 3.0 of this RFP, the Proposer **must** submit business references for each relevant contract. Business references **must** include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.
- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.
- D. Pricing: The Proposer's program budget and proposed hourly rate for Technical Assistance Services, as submitted utilizing the Fee Schedule and Contract Budget Form, will be evaluated in accordance with the following criteria:

- How reasonable are the labor rates and costs outlined in the Contract Budget Form?
- How consistent are the rates with expertise and qualifications?
- How reasonable are the costs associated with the proposed services?
- Does the proposed hourly rate for Technical Assistance Services allow for the most effective and efficient use of Technical Assistance funding?

**Note: The Proposer's program budget, as submitted utilizing the Contract Budget Form, is required for evaluation purposes only and will not be the basis for reimbursement of any program costs.**

#### **6.7.2 PROPOSER'S FEE SCHEDULE**

Technical Assistance Services hourly rate, per the Fee Schedule, will be used for any additional work that might be required during the Contract time frame, not specified in the original Scope of Work.

1. Proposers shall not alter this Fee Schedule or Contract Budget Form and must provide pricing for all sections.  
Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as nonresponsive.
2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule.  
If the Proposer intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFP.
3. If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Collaboration-supplied Fee Schedule and/or Contract Budget Form accompanying this RFP solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

#### **6.7.3 PROPOSAL DISCREPANCIES**

In evaluating Proposals, 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.

#### **6.7.4 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the NJEDA and NYSERDA an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the NJEDA and NYSERDA. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The NJEDA and NYSERDA may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the NJEDA and NYSERDA reserve the right to negotiate price reductions with the selected Proposer(s).

## **6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating Proposals, the Collaboration may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Collaboration'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 Proposer or multiple Proposers. Negotiations will be structured by the Procurement department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the Procurement department may invite one Proposer or multiple Proposers to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original Proposal will be rejected as non-responsive and the Collaboration will revert to consideration and evaluation of the Proposer's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Procurement department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Collaboration.

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Collaboration, price and other factors considered. The Collaboration may accept, reject or modify the recommendation of the Procurement department. The Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Collaboration's best interests and to maximize the Collaboration's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Collaboration may, after evaluation, recommend a Contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

All contacts, records of initial evaluations, any correspondence with Proposer related to any request for clarification, negotiation or BAFO, any revised technical and/or price Proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until the Contract is awarded and a Conditional Notice of Intent to Award a Contract is issued.

NOTE: If the Collaboration contemplates negotiation, Proposal prices will not be publicly read at the Proposal submission opening. Only the name and address of each Proposer will be publicly announced at the Proposal submission opening.

**ATTACHMENT A EXHIBIT #1 - NEW JERSEY SPECIFIC REQUIREMENTS  
AND GENERAL INFORMATION**



**2024-RFP-203 Regional Offshore Wind Technical Assistance Program**

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## **7.0 REQUIRED COMPLIANCE DOCUMENTATION THAT MUST BE SUBMITTED WITH PROPOSAL**

### **7.1 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH PROPOSAL)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or limited liability company, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer's failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

### **7.2 SIGNATORY PAGE (MANDATORY FORM WITH PROPOSAL)**

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a Contract to said Proposer.

NOTE: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

## **8.0 REQUIRED COMPLIANCE DOCUMENTATION THAT MUST BE SUBMITTED PRIOR TO CONTRACT AWARD**

### **8.1 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Proposer, 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 Proposer, 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Proposer.

### **8.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a Contract, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the

investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the NJEDA or the NJEDA may deem the Proposal non-responsive.

**8.2.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).**

Not applicable.

**8.3 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the Contract, the Contractor or Subcontractor, who had on Contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract. Such Contract shall be subject to termination for cause, unless such shift in performance was previously approved by the NJEDA.

**8.4 SMALL BUSINESS CERTIFICATION**

Information regarding certification of a Minority Business Enterprise (MBE), Veteran-Owned Business (VOB), and LGBTQ+ Business can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:  
<https://www.njportal.com/DOR/SBERegistry/>.

**8.5 BUSINESS REGISTRATION CERTIFICATION (BRC)**

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a Contract. To facilitate the Proposal evaluation and Contract award process, it is requested and advised the Proposer should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal.

A Proposer otherwise identified by the NJEDA as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the NJEDA. A Bidder who fails to comply with this requirement by the deadline specified by the NJEDA will be deemed ineligible for Contract award. Under any circumstance, the NJEDA will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.  
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Proposer receiving a Contract award as a result of this procurement and any Subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Contract, inclusive of any Contract extensions.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false

information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a Contract with a contracting agency or under a casino service industry enterprise Contract.

## **8.6 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all of the NJEDA's Contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a Contract primarily for services, the intended Contractor of an NJEDA Contract must disclose the location by country where services, including subcontracted services, will be performed. Prior to the award of Contract, the Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the NJEDA or the NJEDA may deem the Proposal non-responsive.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The NJEDA shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the NJEDA's website at <https://www.njeda.com/bidding/>.

## **8.7 AFFIRMATIVE ACTION /EMPLOYEE INFORMATION REPORT**

Prior to the award of a Contract, the intended awardee must submit an active copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program.

Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval should reference the AA-302 Frequently Asked Questions document for additional information and must submit payment to either renew an expired or missing New Jersey Certificate of Employee Information Report or complete an initial Affirmative Action Employee Information Report (AA-302) submission.

A link to the instructions for requesting and paying for a duplicate or renewal Certificate is located at the website below.

Instructions for online submission and payment of an initial Certificate are also located at the website under Online Submission/Payment of EEO/AA Employee Information Report via the [Central Forms Repository & Payment Collection System - Login \(nj.gov\)](#).

All of this information is available at the New Jersey Department of Treasury's website Public Contracts Equal Employment Opportunity (EEO) Compliance Monitoring:  
[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

Or alternatively, intended awardees have an option for mailed submission and payment by check, following the filing instructions at:  
[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

Proposers please reference the Employee Information Report Affirmative Action/EEO Certification listed in the RFP Proposer's Checklist, which is to be completed and submitted prior to Contract award.

## **8.8 SMALL BUSINESS ENTERPRISE SET-ASIDE**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the NJEDA participates in goal-based Small Business contracting to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The NJEDA encourages the participation of SBE firms certified with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services for the services subject to this RFP.

Businesses must apply to be certified with the Division of Revenue and Enterprise Services Business Certification Program and evidence of application or certification is to be submitted with the Proposal by the Proposal Submission Due Date.

Information regarding SBE certification can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<https://www.njportal.com/DOR/SBERegistry/>.

Proposers please reference the Contractor Set-Aside/Demographic Information form listed in the RFP Proposer's Checklist, which is to be completed and submitted prior to Contract award.

## **8.9 DISABLED VETERANS' BUSINESS SET-ASIDE**

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31.1 et seq. and the NJEDA's goal-based contracting initiatives, the NJEDA encourages the participation of Disabled Veterans' Businesses certified with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services for the services subject to this RFP. Businesses must apply to be certified as a Disabled Veterans' Business with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services Business Certification Program and evidence of application or certification is to be submitted with the Proposal by the Proposal Submission Due Date.

Information regarding Disabled Veterans' Business certification can be obtained by contacting the Division of Revenue and Enterprise Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at: <https://www.njportal.com/DOR/SBERegistry/>.

Proposers please reference the Contractor Set-Aside/Demographic Information form listed in the RFP Proposer's Checklist, which is to be completed and submitted prior to Contract award.

## **8.10 POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the Contractor receives one (1) or more Contracts valued at \$50,000.00 or more. It is the Contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <https://www.elec.state.nj.us/>.

## **8.11 NEW JERSEY STATE W-9**

Prior to an award of a Contract, the Contractor shall provide the NJEDA with a properly completed New Jersey State W-9 form available at [Bidding Opportunities - NJEDA](#)

## **8.12 INSURANCE CERTIFICATES**

Prior to the award of a Contract, the Contractor shall provide the NJEDA with current certificate(s) of insurance for all coverages required by the terms of this Contract, naming the NJEDA as an Additional Insured and specify the insurance certificate is identified with the unique Contract awarded as a result of this RFP. Refer to Section 7 of the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5), accompanying this RFP.

## **8.13 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO N.J.S.A. 52:32-60.1**

The attached certification of non-involvement is required to comply with N.J.S.A. 52:32-60.1 (P.L. 2022, c.3), which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia.

Under the new law, “engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve Contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature’s webpage at: <https://www.njleg.state.nj.us/bill-search/2022/S1889/bill-text?f=PL22&n=3>

A Proposer’s failure to submit the completed and signed form before Contract award will be deemed non-responsive and preclude the award of a Contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a Contract.

## **9.0 ADDITIONAL INFORMATION**

### **9.1 PROPOSER’S NOTICE**

Pursuant to N.J.A.C. 17:27 et seq., prior to the award of a Contract, businesses must submit an active copy of a New Jersey Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. This is satisfied by submitting the information referenced in this RFP Section 4.2.5.5. For additional information, please reference: [https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

### **9.2 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT**

The NJEDA, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Bidder's Proposal will be redacted by the NJEDA. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The NJEDA reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. **The NJEDA will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the NJEDA does not concur, the Proposer 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 NJEDA assumes no such responsibility or liability.

### **9.3 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT**

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, ch. 9), any employer entering into a Contract with the State of New Jersey or an instrumentality of the State (such as the NJEDA) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the Contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of "public work"). Additionally, any Contract that the NJEDA enters into for "services" imposes reporting requirements by awarded Bidders and Contractors (falling within the definition of "qualifying services"). Information on the reporting requirement for such "qualifying services" is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products Contracts are not impacted by the statute.**

## **10.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **10.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The Contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Proposer's Proposal, any best and final offer and the NJEDA's Contract for Professional Services- Attachment A Exhibit #5

Unless specifically stated within this RFP, any Special Contractual Terms and Conditions of the RFP take precedence over the NJEDA's Standard Contract for Services (Attachment A Exhibit #5), accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the NJEDA's Standard Contract for Services (Attachment A Exhibit #5) and any addendum to this RFP, the addendum shall govern.



In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, or the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) and the Proposer's Proposal, the RFP and/or the addendum and the NJEDA's NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) shall govern.

#### **10.2 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

#### **10.3 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the Contract. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

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

#### **10.4 SUBSTITUTION OF STAFF**

The Contractor shall forward all requests to substitute staff to the NJEDA for consideration and approval. The request may be as simple as naming an alternate/back-up individual for each position / individual identified in the Proposer's organization chart which is designated to perform work against the resulting Contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the NJEDA's Designated Contract Manager.

If it becomes necessary for the Contractor 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 evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the NJEDA's Designated Contract Manager.

The NJEDA reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the NJEDA's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the NJEDA.

#### **10.5 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)**

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the NJEDA's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final

approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant 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 Proposal.

## **10.6 OWNERSHIP OF MATERIAL**

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, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the NJEDA and shall be delivered to the NJEDA upon thirty (30) Days' notice by the NJEDA. With respect to software computer programs and/or source codes developed for the NJEDA, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the NJEDA, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the NJEDA all right, title and interest in and to any such material, and the NJEDA shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

## **10.7 SECURITY AND CONFIDENTIALITY**

### **10.7.1 DATA CONFIDENTIALITY**

All financial, statistical, personnel, customer and/or technical data supplied by the NJEDA to the Contractor are confidential (NJEDA Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the NJEDA that is deemed confidential. Any use, sale, or offering of this data in any form by the



Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from NJEDA contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the NJEDA. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the NJEDA. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The NJEDA reserves the right to obtain, or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the NJEDA from losses resulting from Contractor employee theft, fraud or dishonesty). If the NJEDA exercises this right, the results of the background check(s) must be made available to the NJEDA for consideration before the employee is assigned to work on the NJEDA's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on NJEDA Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### **10.7.2 DATA SECURITY STANDARDS**

Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, 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 must also conform to Payment Card Industry (PCI) Data Security Standard;

**Data Transmission:** The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

**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 Designated 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 Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

**Data Scope:** All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

**Data Re-Use:** All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must 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 Designated Contract Manager.

**Data Breach:** Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

**End of Contract Handling:** Upon termination/expiration of this Contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

## **10.8 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the NJEDA.

## **10.9 ADVERTISING**

The Contractor shall not use the NJEDA's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the NJEDA.

## **10.10 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall supply the NJEDA with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the Contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its Proposal.

## **10.11 CLAIMS AND REMEDIES**

### **10.11.1 CLAIMS**

All claims asserted against the NJEDA by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

### **10.11.2 REMEDIES**

Nothing in the Contract shall be construed to be a waiver by the NJEDA of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Chief Executive Officer (CEO).

### **10.11.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material Contract requirements, the NJEDA may take steps to terminate the Contract in accordance with the NJEDA's Contract For Professional Services, Attachment A Exhibit #5, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the NJEDA by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

## **10.12 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the Procurement Department.

In the event of additional work and/or special projects, the Contractor must present a written Proposal to perform the additional work to the Designated Contract Manager. The Proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base Contract work must be clearly established by the Contractor in its Proposal.

The Contractor's written Proposal must provide a detailed description of the work to be performed broken down by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the Procurement Department must include all other required NJEDA approvals.

No additional work and/or special project may commence without the Procurement Department's written approval. In the event the Contractor proceeds with additional work and/or special projects without the NJEDA's written approval, it shall be at the Contractor's sole risk. The NJEDA shall be under no obligation to pay for work performed without the Procurement Department's written approval.

#### **10.13 INDEMNIFICATION**

The indemnification provisions set forth in the NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) shall prevail.

#### **10.14 MAINTENANCE OF RECORDS**

The Contractor shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Office of the State Comptroller, for audit and review.

#### **10.15 FORM OF COMPENSATION – INVOICING/PAYMENT**

The Contractor shall submit electronic invoices to the NJEDA (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the NJEDA's Designated Contract Manager.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the NJEDA in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the NJEDA approve in advance such services;
- C. An invoice number, the amount due, date/dates of service, the NJEDA's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. A Set-Aside Contract Report (SACR) form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

The NJEDA, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The NJEDA considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete “Scope of Work / Deliverables” and any additional services, as indicated in the RFP.

## **11.0 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the Contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the NJEDA’s Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary “Hearing Officer Report”, it will be afforded an “Exceptions Period” equal to ten (10) business days from the NJEDA’s issuance of the preliminary “Hearing Officer Report” to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any “Exceptions to the Hearing Officer’s Report” and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final “Hearing Officer Report” which will be sent with any “Exceptions to the Hearing Officer’s Report” to either the NJEDA’s Board or the NJEDA’s Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the NJEDA’s internal Operating NJEDA Approval Levels, for a final decision to award the Contract. The NJEDA’s Board of Directors or Chief Executive Officer will review the final “Hearing Officer Report” and the protestor’s “Exceptions to the Hearing Officer’s Report” and shall render a final decision regarding the appropriateness of the award. The action of the NJEDA’s Board or Chief Executive Officer to make a final decision for the award of the Contract will be a final NJEDA action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the NJEDA’s intent not to award the Contract until it has completed all of the review procedures described above. If, however, in the NJEDA’s sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the NJEDA, the Contract may be awarded.

## **12.0 CONTRACT AWARD**

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the NJEDA, price, and other factors considered, as determined by the NJEDA, in its sole discretion. Any or all proposals may be rejected when the NJEDA determines that it is in the public interest to do so.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three (“3”) indicating a rating of “Good”, on

a scale of 1-5 with 5 being the highest rating. The NJEDA shall be under no obligation to make an award to an entity which does not achieve this minimum scoring threshold.

Award of a Contract for the services outlined in this RFP will be subject to the selected entity entering into the NJEDA's "Contract for Professional Service", attached to this RFP as Attachment A Exhibit 5. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the "Questions and Answers Period."

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the NJEDA's "Contract for Professional Services" with the proposal as it will result in the proposal being deemed non-responsive.

**IMPORTANT:** In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The NJEDA shall not consider any questions, exceptions or requests for changes to be made to the specimen Contract at any time during the RFP process, unless submitted during the "Questions and Answers Period".

The NJEDA shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Attachment A Exhibit 5) during the "Questions and Answers Period."

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding Proposer to perform the Scope of Work, as outlined in the RFP and specimen Contract. By submitting an Offer in response to this RFP, the responding Proposer agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the NJEDA will not be binding on the NJEDA.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of NJEDA's "Contract for Professional Service", attached to this RFP as Attachment A Exhibit 5.

Acceptance of a proposal and award of a Contract is subject to the approval of the NJEDA's Board.

## **13.0 CONTRACT ADMINISTRATION**

### **13.1 NJEDA'S DESIGNATED CONTRACT MANAGER**

The NJEDA's Designated Contract Manager is the employee responsible for the overall management and administration of the Contract.

The NJEDA's Designated Contract Manager for this project will be identified at the time of execution of Contract. At that time, the Contractor will be provided with the NJEDA's Designated Contract Manager's name, department, address, telephone number, fax phone number, and e-mail address.

### **13.2 NJEDA'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES**

The NJEDA's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the

Contractor, directing the Contractor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The NJEDA's Designated Contract Manager is the person that the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The NJEDA's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the NJEDA's Designated Contract Manager's Department.

If the Contract has multiple users, then the NJEDA's Designated Contract Manager shall be the central coordinator of the use of the Contract for all departments, while other employees engage and pay the Contractor. All persons that use the Contract must notify and coordinate the use of the Contract with the NJEDA's Designated Contract Manager.

## **14.0 FEDERAL FUNDING**

Any projects awarded within this RFP scope of work, that are eligible for Federal Funding shall follow all Federal standards and policies specific to the funding. See NJEDA's Contract for Professional Services (please refer to Attachment A Exhibit #5) Rider for Purchases Funded by Federal Funds.

**ATTACHMENT B - NEW YORK SPECIFIC REQUIREMENTS AND GENERAL  
INFORMATION**

**OSWTAP2024-1 Regional Offshore Wind Technical Assistance Program**



## 15.0 Standard Forms and Agreements

<https://www.nyserra.ny.gov/Funding-Opportunities/Standard-Forms-and-Agreements>  
**Proposer can find and review all New York specific Standard Forms and Agreements found at the following link - <https://www.nyserra.ny.gov/Funding-Opportunities/Standard-Forms-and-Agreements>**

### GENERAL CONDITIONS

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to NYSEDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSEDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSEDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <https://www.nyserra.ny.gov/-/media/Project/Nyserda/Files/About/Contact/NYSEDA-Regulations.ashx>. However, NYSEDA cannot guarantee the confidentiality of any information submitted.

**Omnibus Procurement Act of 1992** - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development  
Division for Small Business  
625 Broadway  
Albany, NY 12207

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development  
Minority and Women's Business Development Division  
625 Broadway  
Albany, NY 12207

**State Finance Law sections 139-j and 139-k** - NYSEDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.aspx>. Proposers are required to answer questions during proposal submission, which will include making required certification under the State Finance Law and to disclose any Prior Findings of Non-Responsibility (this includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years).

**Tax Law Section 5-a** - NYSEDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSEDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. See, ST-220-TD (available at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)). Prior to contracting with NYSEDA, the

prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department.

The Department has created a second form that must be completed by a prospective contractor prior to contracting and filed with NYSERDA. See, ST-220-CA (available at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)). The Department has developed guidance for contractors which is available at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

**Contract Award** - NYSERDA anticipates making one award under this solicitation. NYSERDA anticipates a contract duration of 2 years with 3 1 year options to review, unless NYSERDA management determines a different structure is more efficient based upon proposals received. A contract may be awarded based on initial proposals without discussion, or following limited discussion or negotiations pertaining to the Statement of Work. Each proposal should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support proposals. NYSERDA will use the Attachment B-5 Sample Agreement to contract successful proposals. NYSERDA may at its discretion elect to extend and/or add funds to any project funded through this solicitation. NYSERDA reserves the right to limit any negotiations to exceptions to standard terms and conditions in the Sample Agreement to those specifically identified in the checklist questions. Proposers should keep in mind that acceptance of all standard terms and conditions will generally result in a more expedited contracting process. NYSERDA expects to notify **proposers** in approximately 12 weeks **from the proposal due date** whether your **proposal** has been selected to receive an award. Upon receipt of this notification, a proposer can request to schedule a debrief on the selection process and the strengths and weaknesses of its proposal by contacting the NYSERDA Project Manager. NYSERDA may decline to contract with awardees that are delinquent with respect to any obligation under any previous or active NYSERDA agreement.

**Accessibility Requirements** - **If awardees from this solicitation will be posting anything on the web, or if the awardee will produce a final report that NYSERDA will post to the web, the following language must be included.** NYSERDA requires contractors producing content intended to be posted to the Web to adhere to New York State's Accessibility Policy. This includes, but is not limited to, deliverables such as: documents (PDF, Microsoft Word, Microsoft Excel, etc.), audio (.mp3, .wav, etc.), video (.mp4, .mpg, .avi, etc.), graphics (.jpg, .png, etc.), web pages (.html, .aspx, etc.), and other multimedia and streaming media content. For more information, see NYSERDA's Accessibility Requirements on the [Doing Business with NYSERDA page](#) or download [NYSERDA's Accessibility Requirements \[PDF\]](#).

**Limitation** - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest. NYSERDA reserves the right to reject proposals based on the nature and number of any exceptions taken to the standard terms and conditions of the Sample Agreement. NYSERDA reserves the right to disqualify proposers based upon the results of a background check into publicly available information or the presence of a material possibility of any reputational or legal risk in making of the award.

**Disclosure Requirement** - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

**Vendor Assurance of No Conflict of Interest or Detrimental Effect** - The proposer shall disclose any existing or contemplated relationship with any other person or entity, including any known relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the proposer or former officers and employees of NYSERDA, in connection with proposer's rendering services as proposed. If a conflict does or might exist, please describe how your company would eliminate or prevent it. Indicate what procedures will be followed to detect, notify NYSERDA of, and resolve any such conflicts.

The proposer must disclose whether it, or any of its members, or, to the best of its knowledge, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

**Public Officers Law** – For any resulting awards, the Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements"). Proposers are reminded of the following Public Officers Law provision: contractors, consultants, vendors, and subcontractors may hire former NYSERDA employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of NYSERDA may neither appear nor practice before NYSERDA, nor receive compensation for services rendered on a matter before NYSERDA, for a period of two years following their separation from NYSERDA service. In addition, former NYSERDA employees are subject to a "lifetime bar" from appearing before any state agency or authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with NYSERDA.

Any awardee will be required to certify that all of its employees, as well as employees of any subcontractor, whose subcontract is valued at \$100,000 or more who are former employees of the State and who are assigned to perform services under the resulting contract, shall be assigned in accordance with all Ethics Requirements. During the term of any agreement, no person who is employed by the contractor or its subcontractors and who is disqualified from providing services under the contract pursuant to any Ethics Requirements may share in any net revenues of the contractor or its subcontractors derived from the contract. NYSERDA may request that contractors provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. NYSERDA shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed would be in conflict with any of the Ethics Requirements. NYSERDA shall have the right to terminate any contract at any time if any work performed is in conflict with any of the Ethics Requirements.

**Due Diligence** – NYSERDA, at its discretion, may conduct broad due diligence to validate any or all elements of an application and to assess applicants' prospects of success, including gathering information to assess a proposal relative to any of the topics listed in evaluation criteria, whether or not such topic is explicitly addressed in a proposal. NYSERDA may conduct due diligence on some or all proposals based on NYSERDA's current guidelines at the time of a review. NYSERDA staff may follow up with proposers to request additional information or clarification regarding applicant's proposal, including questions regarding applicant's business prospects and resources, whether or not those questions are specifically related to the elements of the proposal. Additionally, customized due diligence may be conducted by internal or external staff or contractors based on questions on any proposal raised by NYSERDA staff and/or the Scoring Committee. Due diligence may include (but is not limited to): interviews of independent references and background checks of team members; assessment of prior business experience of any team member associated with a proposal; research on intellectual property claims; customer and partner reference checks; market research on the applicants' target market and any other related or possibly competitive technology or market area; research to validate any assumptions on current or future revenues, costs, capital needs, and financing prospects for proposers' business, including similar (or unrelated) technologies, processes, or competitive solutions; or any other research that could reasonably inform the evaluation of a proposal, or the prospects for commercial success of the proposers' business (whether directly related to, or unrelated to the specific elements in a proposal). Due diligence may include discussions with proposers' former and current business partners, employees, investors, customers, and competitors. Due diligence may be conducted by NYSERDA personnel or contractors including members of the scoring committee, before, during, or after a scoring process, and prior to finalization of a contract award, any information gleaned in diligence may be used to score or re-score a proposal or apply a program policy factor.

**EO 16 Protocols** – Pursuant to Executive Order No. 16 issued on March 17, 2022, all vendors responding to bids or contracting with New York State must certify, using the form provided as part of this solicitation, their status with regard to conducting business operations in Russia, and that any such business operations in Russia conducted on behalf of the vendor are determined to be permitted under any of the allowable

exemptions. The term vendor is intended to encompass bidders prior to contract award, contractors who have received a contract award, contract assignees, or contractors for whom an extension to an existing contract is being pursued. Exemption decisions are in NYSERDA's sole discretion and are final decisions. NYSERDA reserves the right to solicit additional materials or information regarding the responses or materials provided by a vendor.

Pursuant to Executive Order No. 16, all vendors will be vetted to ensure that they are not on the federal sanctions list at <https://sanctionssearch.ofac.treas.gov/>. There is no waiver or exemption process for vendors appearing on the federal sanctions list.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case sanctions are lifted during a solicitation, or after award in the case of some solicitations.

**15.1 EO 192 Protocols** – As per Executive Order 192, NYSERDA is required to do business only with responsible entities. As a result, a Vendor Responsibility Review will be conducted for all Proposers. The Vendor Responsibility Checklist requires that the Proposer answer a series of questions regarding the Proposer, and the directors, employees and agents of Proposer and any affiliate of Proposer with respect to: (1) current investigation(s) by any governmental agency; (2) convictions or established liability for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to offering on any contract; or (3) any debarment action (detail any exceptions), within the last 4 years.

The Vendor Responsibility Checklist will also include the Proposer's attestation regarding the accuracy and truthfulness of the information and documentation provided by the Proposer. The NYSERDA Large-Scale Renewables program team will review the responses to the Vendor Responsibility Checklist and reserves the right to make a determination of vendor responsibility if a non-responsibility concern is noted.