



Request for Qualifications # 2026-RFQ-284 MARKETING CONSULTING SERVICES

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to Section 1.3.1 of this RFQ for more information.)	July 29, 2026	2:00 PM ET
Pre-Qualification Conference (Refer to Section 1.3.2 of this RFQ for more information.)	N/A	N/A
Site Visit (Refer to Section 1.3.3 of this RFQ for more information.)	N/A	N/A
Qualification Submission Date (Refer to Section 1.3.6 of this RFQ for more information.)	August 28, 2026 October 16, 2026	2:00 PM ET

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

Designation	Status	Category
Small Business Set-Aside	Not Applicable ☒	Not Applicable ☒
	Entire Contract ☐	I ☐
	Partial Contract ☐	II ☐
	Subcontracting Only ☐	III ☐
Disabled Veteran-Owned Business Set-Aside	Not Applicable ☒	☐
	Entire Contract ☐	☐
	Partial Contract ☐	☐
	Subcontracting Only ☐	☐

RFQ 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: 9/29/2026

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1.0 INFORMATION FOR BIDDERS

This Request for Qualifications (RFQ) is issued by the New Jersey Economic Development Authority ("Authority", "EDA") to solicit Qualifications for Marketing Consulting Services.

1.1 PURPOSE AND INTENT

The purpose of the Marketing Consulting Services RFQ is to solicit Qualifications from well-qualified marketing consulting firms to engage up to six (6) firms on an as-needed basis to provide marketing consulting services for the NJEDA as set forth in the Section 3.0, Scope of Work of this RFQ. As more fully outlined therein, NJEDA is seeking to retain marketing consulting firms to provide the following services as needed:

- (1) Creative Development: Development of branded materials to inform, educate and market programs to target audiences.
- (2) Media Planning/Buying: Planning, negotiating and purchasing media placement, generally surrounding a specific program or initiative.
- (3) Press Outreach/Stakeholder Engagement: Strategic pitching to secure media placement of NJEDA press releases, product launch announcements, and other important communications.
- (4) Special Projects or Initiatives: Provide consultation and marketing development to cultivate the growth of special initiatives or projects.

Firms selected as "Qualified Firms" under this RFQ will be designated for a term of three (3) years with two (2), one (1) year extension options, to be exercised at the discretion of the Authority and dependent upon availability of funding whose Proposal(s), conforming to this RFQ is(are) most advantageous to the Authority, price and other factors considered.

The NJEDA provides a wide variety of programs and financial assistance to support the growth and success of New Jersey businesses and the state's economy. As part of supporting New Jersey's economic growth, the Authority routinely undertakes marketing efforts focused on reaching key audiences with information about the Authority's products and services, to make these audiences aware that the programs exist, and also to best inform/prepare these audiences to apply for and/or access the program.

Under the contracts resulting from this RFQ, the Authority is seeking well-qualified marketing consulting firms to assist the Authority with developing tailored messages and executing marketing and outreach strategy that continue to position the Authority as the premier resource for businesses and key influencers – a strong, innovative partner that offers access to capital, tax credit and financial incentive programs to for profit and not-for-profit businesses remaining in, expanding or growing their business in New Jersey or relocating to New Jersey. The Authority will work collaboratively with contracted firms to develop key product information and messaging that primarily focus on resources, including but not limited to, loans, tax credits, grants, and other forms of business support, as well as determining the best strategies for reaching key audiences based on the product or service that is being offered.

Awarded Vendor(s)s will be utilized on an as-needed basis pursuant to the engagement process detailed in Section 3.8. Awarded Vendors should note that Awarded Vendor(s)s resulting from this RFQ will be engaged through Task Order Requests (TOR), as detailed in therein. The Authority

makes no representation or guarantee as to (i) the actual services which will be required; or (ii) the timing and sequence of the need for services.

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

The Authority's Contract for Professional Services, please refer to Exhibit A, are in addition to the Terms and Conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey Economic Development Authority serves as the State's principal agency for driving economic growth. The Authority 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 Authority 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.

The Authority has consistently engaged marketing professionals in the past to effectively communicate its mission and promote its programs, projects, and initiatives. The Authority awarded five (5) vendors via RFP (2021-RFP-129) in 2022 for a two (2) year contract with two (2) one (1) year extension options amounting to \$1,600,000 in spend.

Past marketing efforts have included services such as creative development, media planning/buying, press outreach, and stakeholder engagement for current and new programs and initiatives. Programs and initiatives marketed by the Authority under the current contracts have included the New Jersey Innovation Evergreen Fund, Offshore Wind, Film and Digital Media Tax Incentives, Aspire, Small Business Programs, and Clean Energy programs, utilizing a wide range of methods including branded materials, digital advertisement, media placement, printed materials, press engagement, and public events designed to inform, educate and market the Authority's programs to target audiences.

Past projects have included, but are not limited to, taping and editing of video testimonials, targeted media outreach efforts, design of the NJEDA Annual Report, creation of social media content, event support, and drafting of by-lined articles. We have issued an average of approximately five to ten task orders annually, with a monetary value ranging from \$5,000 to \$35,000. However, while the prior procurement for marketing services is similar to (2021-RFP-129), Bidders must submit proposals addressing the current Scope of work (Section 3.0) and requirements in the current solicitation.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will electronically accept written questions and inquiries from all potential Bidders via the web at EDAProcurementQA@njeda.gov by the date and time shown on Page 1 of this RFQ. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

QUESTIONS 2026-RFQ-284 Marketing Consulting Services

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

1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Bidder during this Electronic Question and Answer Period** and should contain the Bidder's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFQ and/or Contract submitted with the Qualification, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Bidder's Qualification.

1.3.2 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 Bidders for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Authority will take action:

Q&A Period Ends:	Wednesday, July 29, 2026 @ 2:00 pm ET
Addendum, if required:	On or about August 14, 2026 <u>October 2, 2026</u>
Qualifications Due:	Friday, August 28, 2026 @ 2:00 pm ET <u>Friday, October 16, 2026 @ 2:00 pm ET</u>
Estimated Contract Start:	On or about November 5, 2026 <u>December 24, 2026</u>

1.3.5 TIMELY SUBMISSION OF QUALIFICATIONS

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

1.3.6 SUBMISSION OF QUALIFICATION – ELECTRONIC OR HARD COPY

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

1.3.6.1 ELECTRONIC QUALIFICATION SUBMISSION (STRONGLY PREFERRED)

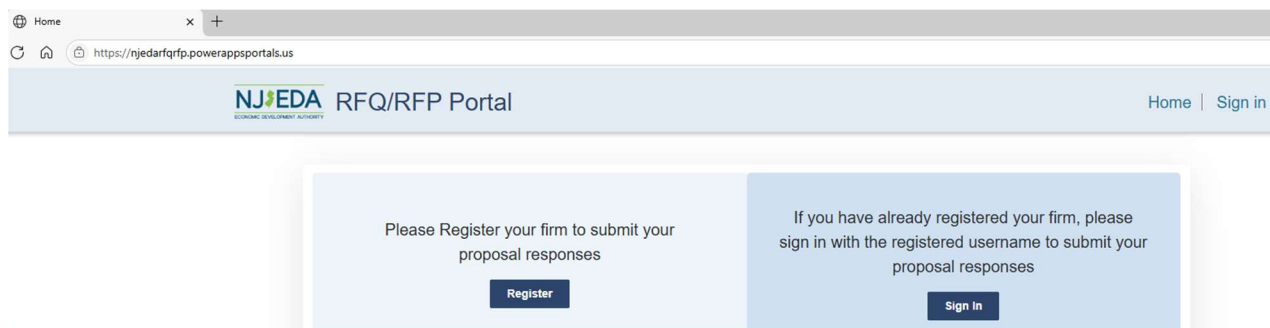
Bidders should submit a complete, ELECTRONIC Qualification, in “read only” PDF file format using Adobe Acrobat Reader software that must be accessible and viewable by Authority evaluators. Bidders should ensure the submitted file(s) do not contain password-protection.

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

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

“(Bidder’s Company Name) - Bid Submission-2026-RFQ-284 Marketing Consulting Services, and the (file/document title)”

Each electronic Qualification document must be uploaded via the NJEDA’s RFQ/RFP portal, available at <https://njedarfqrfp.powerappsportals.us> or available at <https://www.njeda.gov/bidding/>. Please note, the portal requires a one-time registration (Bidders select a unique Username and Password) which will record the Bidder’s contact information. For reference, a sample image of the portal appears below:



It is highly recommended that the Bidder initiate the upload of the Qualification a minimum of four (4) hours prior to the Qualification submission due date/time on the front cover to

allow some time to identify and troubleshoot any issues that may arise when using the Procurement Portal application. Technical inquiries may be directed to EDAProcurementQA@njeda.gov.

NOTE: Any bids received after the date and time specified shall not be considered. All Qualification submissions, once opened, become the property of the Authority and cannot be returned to the Bidder. If a Bidder uploads multiple documents, the NJEDA 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 Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Bidders submitting Qualifications 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 Authority 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 Bidder 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 Qualifications 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 QUALIFICATION SUBMISSION

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

Barbara McNeill
Sr. Procurement Officer
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
36 WEST STATE STREET
PO BOX 990
TRENTON NEW JERSEY 08625-0990

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

2026-RFQ-284 – Marketing Consulting Services
Friday, August 28, 2026 @ 2:00 ET Friday, October 16, 2026 @ 2:00 ET

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

Bidders submitting Qualifications in hard copy format must provide forms with original, physical signatures; otherwise, the Qualification may be deemed non-responsive.

Qualifications submitted by facsimile will not be considered.

ANY QUALIFICATION NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY 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 Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Bidder using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Qualifications since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority'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 Qualification 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 RFQ

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

ALL RFQ ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST LOCATE THIS QUALIFICATION 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 Bidders should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFQ issuance through the Qualification submission opening.

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Qualification in response to this RFQ solicitation.

1.4.4 CONTENTS OF QUALIFICATION – OPEN PUBLIC RECORDS ACT

The Authority, 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 Qualification submission opening, all information submitted by Bidder in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFQ contains a negotiation component, the Qualification will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Qualification, 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 Qualification 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 Qualification will be redacted by the Authority. 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 Bidder has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. **The Authority will not honor any attempt by a Bidder to designate its entire Qualification as proprietary, confidential and/or to claim copyright protection for its entire Qualification.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder's assertion of confidentiality with which the Authority does not concur, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The Authority assumes no such responsibility or liability.

1.4.5 QUALIFICATION SUBMISSION ANNOUNCEMENT

On the date and time Qualifications are due under the RFQ, only the names and addresses of the Bidder(s) submitting Qualifications will be publicly announced and the contents of the Qualifications 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 Qualification submissions, once publicly opened, become the property of the Authority and cannot be returned to the Bidder.

1.4.6 QUALIFICATION ERRORS – BEFORE & AFTER BID OPENING

A Bidder(s) may request to withdraw its Qualification as described below:

A Bidder(s) may request that its Qualification be withdrawn prior to the Qualification submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: EDAProcurementQA@njeda.gov, with a reference to company name, RFQ number, RFQ Title, a Qualification identifier if one was applied, Qualification submission date, and method of Qualification 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 Bidder requests to withdraw its Qualification in person, a business card and proper identification must be presented. If the withdrawal request is granted, Qualifications so requested to be withdrawn may be returned to the Bidder unopened.

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

If, after the Qualification submission opening but before Contract award, a Bidder(s) discovers an error in its Qualification, the Bidder(s) may make a written request to the Procurement Department for authorization to withdraw its Qualification from consideration for award. Evidence of the Bidder'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 Qualification would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Qualification. After the Qualification submission opening, while pursuant to the provisions of this section, the Bidder may request to withdraw the Qualification and the Authority may, in its sole discretion allow the Bidder to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Bidder(s) and take those prior requests to withdraw into consideration when evaluating the Bidder(s) future bids or Qualifications.

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

If it is discovered 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 Bidder's intention is not readily discernible from other parts of the Qualification, the Procurement Department may seek clarification from the Bidder(s) to ascertain the true intent of the Qualification.

1.4.7 JOINT VENTURE

The Authority will **NOT** consider Qualifications submitted by joint ventures, in the performance of the Work for this RFQ.

Bidders shall note that any and all reference to "joint venture(s)", "joint venture partner(s)" / "joint venture partnership(s)" in any documents included as a part of the RFQ specifications, exhibits or attachments shall be read as though the words are stricken and removed.

1.4.8 SUBCONTRACTORS/SUBCONSULTANTS

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

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

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

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

Bidders should note that the Awarded Vendor 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 4.2.4.5 Compliance – Business Registration Certificate" of this RFQ. Additionally, the Awarded Vendor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFQ and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

1.4.9 CONFLICT OF INTEREST

Bidder 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 the Authority and any personnel assigned to work on the Authority'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 Bidder must disclose such potential conflicts in the Qualification. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

1.4.10 QUALIFICATION ACCEPTANCES AND REJECTIONS

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFQ issued by the Authority.

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.

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

Authority – The New Jersey Economic Development Authority.

Awarded Vendor and/or Awarded Vendor(s) - An individual or business entity awarded a Contract in response to this RFQ.

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

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

Bidder – An individual or business entity submitting a Qualification in response to this RFQ.

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

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

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

Contract – The Contract for Professional Services – Exhibit A, this RFQ, any addendum to this RFQ, and the Bidder's Qualification submitted in response to this RFQ, as accepted by the Authority.

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 (DCM) – Individual responsible for the overall management and administration of the Contract and the relationship with the Awarded Vendor(s) (Awarded Vendor).

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

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

Evaluation Committee – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Qualifications submitted in response to this RFQ and to recommend a Contract award to the CEO and/or the Board of Directors.

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 Authority unless there is a change in the Scope of Work.

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 Qualification as non-responsive

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

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

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

Request for Qualification (RFQ) – This series of documents, which establish the bidding and Contract requirements and solicits Qualifications to meet the needs of the Authority, as identified herein, and includes the Request for Qualifications, Sample Contract, fee/price schedule, attachments and addenda.

Retainage – The amount withheld from the Awarded Vendor(s)'s (Awarded Vendor's) payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Awarded Vendor.

Revision – A response to a BAFO request or a requested clarification of the Qualification.

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

Should – Denotes that which is recommended, not mandatory.

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.

State – The State of New Jersey.

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

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

Task – A discrete unit of work to be performed.

TOR (Task Order Request) – A Contract that provides for the issuance of Task Order Requests for the performance of tasks or services that were anticipated but not specified within the original scope of work. When tasks or services are necessary, a TOR is a written description of the task or service for which qualifications and quotes for the TOR will be solicited.

Transaction - The payment or remuneration to the Awarded Vendor(s) (Awarded Vendor) for services rendered or products provided to the Authority 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 Bidder for a single unit identified on a price line.

Vendor Acknowledgement – letter advising that a firm has been added to the Authority's pool of Qualified Firms whose qualifications and experience make them the most qualified to provide the Services.

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

2.1.1 CONTRACT-SPECIFIC DEFINITIONS

As-needed – at the discretion and request of the EDA.

Core Production / Media Work -those direct costs payable to subcontractors, which go into the actual production of the product (i.e. photography services, printing, etc.).

Creative Development - Development of branded materials to inform, educate and market programs to target audiences.

Fully Burdened Hourly Rate - the total actual cost to a business to employ a worker for one hour. This includes direct costs (base hourly wage or salary converted to an hourly rate), indirect costs, benefits, overhead and support. For purposes of this solicitation, it shall also include all third-party fees, commissions, and mark-up to net costs for services or products provided by any third-party providers.

Media Planning/Buying - Planning, negotiating and purchasing media placement, generally surrounding a specific program or initiative.

Press Outreach/Stakeholder Engagement - Strategic pitching to secure media placement of NJEDA press releases, product launch announcements, and other important communications.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE AWARDED VENDOR

The following Scope of Work is intended as a guide to help Awarded Vendor(s) to understand the Contract requirements. It does not identify each specific unit of work needed or desirable. Qualifications must meet the following minimum requirements to be eligible for Contract award. The Awarded Vendor(s) shall provide the following services:

The Awarded Vendor(s) must be available to provide marketing consulting services as needed. Neither the number nor the identification of services that may be involved is known at this time. The NJEDA makes no representation as to: (i) the actual number or identity of the services that will be required, or (ii) the timing and sequence of the need for services.

3.1 MARKETING CONSULTING SERVICES

The Awarded Vendor(s) shall use NJEDA's established brand guidelines to assist in the creative enhancement, programming, development and strategic marketing planning for the Authority to further promote its financing and incentive products, and services across target audiences. Additionally, as needed the Awarded Vendor(s) shall provide marketing consultant services while maintaining consistent brand messaging. Below outlines four (4) categories, in which the Awarded Vendor(s) may be asked to deliver upon.

3.1.1 CREATIVE DEVELOPMENT

(A) The Awarded Vendor(s) shall recommend and develop creative, marketing strategies and branded materials to inform, educate and market programs to target audiences. The Awarded Vendor(s) shall provide creative services based on target audiences and potential target audience profiles, research and studies. This may include, but is not limited to, development of:

- (1) Printed and digital informational collateral including, but not limited to: kits, brochures, one-pagers, tear sheets
 - i. Development of all Authority collateral materials, including copy and art; providing separate preliminary costs for printing and potential photography, including artwork charges
- (2) Print Advertisements
- (3) Digital Display Advertisements or Development of Keywords for Search Engine Marketing
- (4) Branded Video
- (5) Supplying photographic services as needed
- (6) Assist in the ongoing creative design, programming, development and strategic planning for the Authority's existing website, including the development of content to support existing and new programs, design of interactive features, web promotions and assistance with search engine optimization.
- (7) Social Media Assets including but not limited to, Facebook, Twitter, LinkedIn, Instagram

(B) During the term of the contract, the Authority may purchase printing associated with this contract. Printed materials include such items as sales kits, fliers, brochures, tradeshow booths, banners and freestanding inserts. The Authority's Director of Marketing, or designee, will determine, on a case-by-case basis, whether the Authority will separately procure and/or bid the production printing work or assign the work to the Awarded Vendor(s), as production & media work. Net costs for all related third-party expenses shall be

reimbursed on a pass-through basis unless otherwise authorized by the DCM and shall not include any markup.

3.1.2 MEDIA PLANNING/BUYING

(A) The Awarded Vendor(s) shall plan, negotiate, and may be required to purchase media placement, for the Authority products or a specific program or initiative. Media purchases shall be based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and / or penetration and program development. Development of a communications plan that provides recommendations for creating demand for the Authority to each industry segment, primarily through the use of trade print, website, direct, social media and other electronic communications techniques. This may include, but is not limited to:

- (1) Digital (Display and Search)
- (2) Social Media
- (3) Print
- (4) Radio/Podcast
- (5) Other based on NJEDA products/needs

(B) The Authority shall direct the Awarded Vendor(s) regarding the placement of all media. The Authority, in its sole discretion, shall make all final determinations regarding the actual placement and appropriateness of all media placement.

(C) The Awarded Vendor(s) may be asked to provide editorial placement and media relations services. As such, the Awarded Vendor(s) may be required to identify and complete an earned media program designed to complement the Authority's paid advertising programs.

In the event the Authority elects to move forward with this editorial placement and media relations service, the Awarded Vendor(s) will submit a written plan that is designed to target domestic and international audiences. The content of and approach to this earned media program is subject to the final approval of the Authority's staff. Included with the plan should be a brief narrative demonstrating the benefit / value of the pitching program contents to the Authority, its staff and audiences.

(D) Purchase and placement of all media (i.e. digital ads, print publication ads, etc.). Execution of all contracts with the media and other third parties, including negotiating the best possible rates for any media purchase contracts, as required. Net costs for all media purchases, including all related third-party expenses, shall be reimbursed on a pass-through basis unless otherwise authorized by the DCM and shall not include any markup.

(E) The Authority, in its sole discretion, shall make all final determinations regarding the actual placement and appropriateness of all media placement.

(F) Successful Awarded Vendor(s) are also responsible for maintaining relationships/fielding inquiries from media sales representatives so that NJEDA can refer direct inquiries to the successful Awarded Vendor(s).

3.1.3 PRESS OUTREACH/STAKEHOLDER ENGAGEMENT

(A) The Awarded Vendor(s) shall strategically pitch and secure media placement of NJEDA press releases, product launch announcements, and other important communications. This may include the development of media lists (in collaboration with NJEDA Communications team) and coordination of press conferences, interviews, or other media opportunities for NJEDA Executive team and senior staff.

(B) The Awarded Vendor(s) shall incorporate stakeholder engagement and coordination with business and trade associations, public officials, or other stakeholder groups as appropriate, to help spread awareness and secure opportunities for NJEDA staff to educate and inform these stakeholders' membership or constituencies. This may include, but is not limited to:

- (1) Helping to coordinate and schedule informational events surrounding new NJEDA programs.
- (2) Post-event follow-up and tracking

3.1.4 SPECIAL PROJECTS AND INITIATIVES

(A) In addition to general marketing activity across the majority of NJEDA programs, the Awarded Vendor(s) shall help develop more highly specified programs targeted to certain sectors or industries that speak to highly specific audiences where the broad-based general strategies may not reach. The Authority may determine that an Awarded Vendor(s) may handle the entire marketing approach for a special project or initiative or only a component of the approach. Some examples of special initiatives or projects the NJEDA may consider include:

(1) Environmental / Community Revitalization Programs

- i. For example, programs to promote remediation and redevelopment/reuse of brownfields or other contaminated sites, as well as the redevelopment/reuse of historic properties and redevelopment to address food deserts. These products are intended for a very specific audience of developers or remediation professionals with experience undertaking these types of projects in New Jersey, or other states.

(2) Technology / Life Sciences / Pharma Programs

- i. For example, programs designed specifically to support the growth and success of these companies (all stages, with focus on early-stage) in New Jersey. This may include funding opportunities, incentives to drive angel or venture fund investment, and real estate opportunities (incubator/accelerator space). This approach may include reaching not only early stage companies, but also influencers, serial investors/firms or high-net worth individuals in the angel/venture capital community, and service providers (CPAs/attorneys) that service or advise these companies.

(3) Small / Micro-Business Support

- i. For example, programs designed to reach businesses with 10 or fewer employees and \$1.5 million or less in annual revenues. This may include sole-proprietorships or home-based businesses. Marketing activities around this area may include educating businesses on how to properly register with the state (to qualify for NJEDA assistance), access appropriate certifications within the state, and prepare businesses to access NJEDA programs (i.e. making sure businesses know what information to have in advance of applying for a loan and how/where to apply for the best chance of success).

(4) Other Industry Specific Support

- i. As part of the NJEDA's evolving role into a comprehensive economic development agency, the Authority is always considering new ideas, programs and approaches to driving economic development in New Jersey.

As such, there may be new opportunities that are difficult to predict at this time.

3.2 SMALL BUSINESS EQUITY

In recognition of the NJEDA's commitment to New Jersey's small businesses, the Awarded Vendor(s) shall demonstrate or highlight equity as part of the marketing engagement process throughout all marketing aspects. This shall include, but is not limited to, producing multilingual versions of informational or creative material and providing unique opportunities to reach target audiences such as small businesses and veteran/service-disabled veteran businesses.

3.3 DEVELOP, SUBCONTRACT, MANAGE AND EXECUTE ANY REQUIRED RESEARCH PROGRAMS

These services may include, but are not limited to, focus groups, media research, demographic studies and advertising concept testing. All such programs and services shall be approved, in advance in writing, by the Authority's Director of Marketing, or designee;

3.4 EXECUTION OF CONTRACTS

Execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, as required with the prior written approval of the NJEDA. All such contracts shall be entered into as an independent contractor and not as an agent of or on behalf of the NJEDA. All cost benefits associated with such contracts shall be passed to the Authority. The Authority shall retain the right to audit the Awarded Vendor(s) financial records, regarding performance against the contract, to ensure that the Authority is receiving all appropriate discounts and rebates. The Awarded Vendor(s) will include such information in its monthly report and will detail these transactions (i.e. placements).

3.5 MANAGEMENT OF SUBCONTRACTORS

Management of subcontractors to include providing an itemized detail of the anticipated direct costs for any proposed subcontractors, as part of the Task Order Request (TOR) submission, used in the performance of the Core Production / Media work. These costs must include mileage, telephone, printing, client meetings, postage, etc. The Awarded Vendor(s) must provide sufficient details to justify the estimate of each intended item to be subcontracted.

3.6 KEY PERSONNEL- LEAD ACCOUNT MANAGER / DIRECTOR & ALTERNATE ACCOUNT MANAGER

As the Authority continues in its mission, it finds itself faced with the need to conceptualize, create and roll-out new programs in "record time". As such, Awarded Vendor(s) must be aware that the Authority requires the Awarded Vendor(s) to provide a full-time Lead Account Manager / Director on staff to manage its account.

Serving in this capacity, the Lead Account Manager / Director will be the "point person" responsible for managing the Authority's account, ensuring timelines and deadlines are met, managing and following-up on the status of each project to ensure timely communication and completion, to name a few. The Lead Account Manager / Director shall possess at least five (5) years demonstrated experience in performing these account management functions, as a Lead Account Manager / Director, for accounts of similar size, managing similar sized budgets.

In addition to the dedicated Lead Account Manager / Director, the Awarded Vendor(s) must provide a full-time staff employee who will serve as an Alternate Account Manager, in the absence of the dedicated Lead Account Manager / Director. The Alternate Account Manager will assist the Lead Account Manager / Director under normal business circumstances and will assume account

management responsibilities in the absence of the Lead Account Manager / Director, whether such absence is the result of vacation, illness, familial matters, etc., regardless of reason or duration. The Alternate Account Manager shall possess at least three (3) years demonstrated experience in performing these account management functions for accounts of similar size, while managing similar sized budgets.

Subcontractors are not permitted to fill these roles.

IMPORTANT: While not a mandatory requirement of this RFQ, the Authority prefers that the individual assigned to manage its Marketing Development be dedicated to the Authority's account.

3.7 COMMUNICATIONS - REPORTING / TEAM TELECONFERENCE MEETINGS

The Awarded Vendor(s) shall submit a monthly report of those activities as identified and determined by the DCM. At NJEDA's discretion we may ask Awarded Vendor(s) to participate in teleconferences or virtual meetings. In-person meetings are not expected but will be at the discretion of the DCM. The Authority's Marketing team, in conjunction with the Awarded Vendor(s) Lead Account Manager / Director, Back-Up Account Manager and any staff involved in the specific, current projects in process, may participate in a "tracker call" teleconference. The Director of Marketing, or designee, shall have sole discretion in calling any such teleconference or virtual meeting. No additional compensation will be provided for participation in such meetings or for preparing and submitting required reports. Within five (5) business days of the conclusion of the Task Order Request, the Awarded Vendor(s) will submit to the Director of Marketing, or designee, a report summarizing the services.

3.8 PREPARING AND FILING THE SET-ASIDE CONTRACT REPORT NOT APPLICABLE

3.9 TASK ORDER REQUEST (TOR)

During the term of the Contract, the Authority may issue a Task Order Request (TOR). The Authority will provide to the Awarded Vendor(s) a TOR packet consisting of a Task Order Request (Exhibit B1), a Conflict of Interest Certification Statement (Exhibit B2), and a Task Order Response (Exhibit B3). The Authority is under no obligation to solicit responses to the TOR and/or retain Awarded Vendor(s) for any TOR-based request.

There is no guaranteed minimum number of TOR requests the Authority may issue throughout the term of the Contract and any extensions thereto. There is no guarantee Awarded Vendor(s) will be awarded a TOR throughout the duration of the Contract.

Upon receipt from the Awarded Vendor of Exhibit B3 and once the completed Exhibit B3 is accepted by the Authority, the Authority will issue the selected Awarded Vendor(s) written notice to proceed. No work may begin until the Authority issues a written notice to proceed to the Awarded Vendor.

Please reference Section 8.2 (Method of Operation) in this document for additional information.

4.0 QUALIFICATION PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER

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

4.1 GENERAL

Qualifications that conflict with those terms and conditions contained in this RFQ or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any Contract resulting from the RFQ will result in the entire Qualification being rejected and will render a Qualification non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Qualification submission.

If Bidder intends to propose terms and conditions that conflict with any Authority terms and conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Qualification.

A Bidder may submit additional terms as part of its Qualification. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, or the Standard Terms and Conditions or the Authority's Contract for Professional Services, Exhibit A.

The Qualification including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the Authority's sole discretion.

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

Bids shall not contain URLs (Uniform Resource Locators, i.e. the global address of documents and other resources on the World Wide Web) or web addresses intended as a substitute / alternate form of submitting requisite information, in response to this RFQ. Inclusion of a URL or web address in lieu of submitting actual hard copy as required herein may render the Proposal materially non-responsive.

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

4.1.1 NON-COLLUSION

By submitting a Qualification and signing the Signatory Page, the Bidder certifies as follows:

- A. The price(s) and amount of its Qualification have been arrived at independently and without consultation, communication or agreement with any other Bidder or potential Bidder;
- B. Neither the price(s) nor the amount of its Qualification, and neither the approximate price(s) nor approximate amount of this Qualification, have been disclosed to any other entity or person who is a Bidder or potential Bidder, and they will not be disclosed before the Qualification 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 Qualification higher than this Qualification, or to

submit any intentionally high or noncompetitive Qualification or other form of complementary Qualification;

- D. The Qualification 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 Qualification; and
- E. The Bidder, 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 Qualification in response to this RFQ are available on the Authority's website at <https://www.njeda.gov/bidding/> see RFQ Bidder Checklist – 2026-RFQ-284 Marketing Consulting Services, unless noted otherwise.

4.2 QUALIFICATION CONTENT AND SUBMISSION ORDER

Submit a Qualification 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. The additional volume(s) must contain, at a minimum, the **mandatory** portions of the Technical Qualification. If the Qualification is extra large in size, submitting multiple additional volumes for the Technical Qualification is permissible.

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

~~Press Outreach /Stakeholder Engagement—How are multilingual / multicultural publications considered when doing press outreach~~

Technical Qualification Volume

Technical Qualification. Please reference Section 4.2.1 in this RFQ. Do not include pricing in this Volume.

Pricing Volume

Fee Schedule. Please reference Section 4.2.2 in this RFQ.

Compliance Volume

Please reference all Subsections in Section 4.2.3 in this RFQ and also reference the Bidder's Checklist attachment accompanying this RFQ for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

4.2.1 TECHNICAL QUALIFICATION (MANDATORY SUBMISSION WITH QUALIFICATION)

The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the Contract. In the Qualification submission, it is mandatory the Bidder shall

describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0.

The Technical Qualification 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 Bidder's Prior Experience and Qualifications.

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

As part of the Management Overview and Technical Approach to Achieve the Scope of Work section of the Technical Qualification, the Bidder(s) should demonstrate (with case study examples where possible) how business equity and the ability to effectively communicate with and/or reach the small business audiences noted in Section 3.2 is considered as part of marketing efforts, as well as how business equity is incorporated into each of the major tasks as defined under Section 3.0. For example:

Creative Development – How does the proposer account for cultural or language considerations when developing creative? Are those considerations part of the creative process and, if so, how do those factors influence creative decisions? Provide samples of creative that was developed with these considerations in mind.

Media Planning - How are multilingual / multicultural publications and channels considered as part of an overall media plan? Provide examples where possible of past campaigns where multilingual / multicultural publications/channels were included as components of a campaign.

Press Outreach /Stakeholder Engagement - How are multilingual / multicultural publications considered when doing press outreach?

I. Cover Letter (Optional)

All Bidders should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFQ, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Bidder for this engagement. Also indicate the state of incorporation, whether the Bidder 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 Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format, in order to convince the Authority that the Bidder 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 Authority that the Bidder's general approach and plans

to undertake and complete the engagement are appropriate to the tasks and subtasks involved;

- B. The Bidder shall provide a discussion/rationale for why the Bidder's approach(s) will best meet the needs of the Authority; and
- C. The Bidder shall also set forth a detailed work plan that will ~~accomplish~~address the requirements of the Scope of Work, indicating how each task in Section 3.0 typically will be accomplished, including an outline of a typical proposed meeting schedule with Authority staff and timeline for meeting typically 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, 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 RFQ.

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

Note: If the Qualification 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 Bidder's Checklist).

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

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

Note: If the Qualification 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 Bidder's Checklist).

V. Resumes/Bios of Key Team Members

If key team members are being proposed, a resume or bio for each individual must be included. If resumes are included, please reference the evaluation criteria section in this RFQ, 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 should include at least 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 RFQ, Section 6.7.1 for the Reference requirements.

VII. Description and Documentation of Bidder's Prior Experience and Qualifications

- A. The Bidder 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 {or resume, if it is expected the Bidder is a sole proprietor}, detailing the Bidder's experience as a marketing consultant, or experience working with marketing consultants. Information in the narrative description {or resume} should be supported by evidence or information that can be independently verified by the Authority;
- 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 working in New Jersey or other states;
- E. Provide a listing of 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 Bidder is submitting a Qualification that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Bidder's staff and complete a Subcontractor/Subconsultant Utilization Form. See Bidder's Checklist.

4.2.1.1 POTENTIAL PROBLEMS

The Bidder must set forth a summary of any and all problems that the Bidder anticipates during the term of the Contract. For each problem identified, the Bidder should provide its proposed approach.

4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH QUALIFICATION)

The Bidder must submit its pricing using the format set forth on the Fee Schedule accompanying this RFQ. Bidders are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Bidder's Qualification deemed non-responsive.

Please note that pricing offered on the Fee Schedule for the Positions/Titles associated with the staff member(s) responsible for planning, executing and placing media should reflect the Awarded Vendor(s) ~~fully burdened hourly rate~~ Fully Burdened Hourly Rate, including any associated markups that are applied to the net media cost (if applicable). The NJEDA acknowledges that media purchases may have markup or commission associated with the purchases, however for the purposes of this RFQ, Bidders should account for all mark up in the ~~fully burdened hourly rate~~ Fully Burdened Hourly Rate. Net costs for all media purchases shall not include any markup. Additionally, net costs for all TOR-related third-party expenses, including but not limited to third-party production and photography services, stock photography and other licensed materials, shall be reimbursed on a pass-through basis unless otherwise authorized by the DCM and shall not include any markup.

Bidders must consider the costs associated with the meetings and reports mentioned in Section 3.7 when preparing the "Fee Schedule".

If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFQ solicitation. The use of any other identifier may result in the Bidder's Qualification being deemed non-responsive. A cell left blank will be considered "No Charge".

4.2.2.1 DELIVERY TIME AND COSTS

- A. Unless otherwise noted elsewhere in the RFQ, all prices for items in Qualifications shall be submitted Freight on Board (F.O.B.) Destination. Qualifications submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Awarded Vendor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and
- B. F.O.B. Destination does not cover “spotting” but does include delivery inside the Authority unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Awarded Vendor(s)’s (Awarded Vendor’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 Qualification and will be cause for rejection of a Qualification.

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 RFQ solicitation.

SEE BELOW and BIDDER’s CHECKLIST for Compliance Documentation required to be submitted WITH the Qualification **(MANDATORY FORM WITH QUALIFICATION)**. ALL other Compliance Documentation, not deemed “Mandatory Form With Qualification”, are required prior to Contract award; however, it is preferred and encouraged that Bidders submit ALL Compliance Documentation with the Qualification, if possible. A Bidder who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a Contract to said Bidder.

4.2.4 FORMS, REGISTRATIONS, AND CERTIFICATIONS TO BE FULLY COMPLETED AND SUBMITTED WITH THE QUALIFICATION

4.2.4.1 SIGNATORY PAGE (SHOULD BE SUBMITTED WITH QUALIFICATION)

The Signatory Page accompanying this RFQ must be signed, completed and should be included with the Quote/Qualification. This form must be provided prior to Contract award. The Signatory Page **must include the signature** of an authorized representative of the Bidder. If the Bidder is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Qualification as non-responsive and preclude the award of a Contract to said Bidder.

Note: A Bidder’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.

4.2.4.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH QUALIFICATION)

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

NOTE: If the Bidder 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 Qualification.

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

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder'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 Bidder.

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

4.2.5.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder 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 Bidder's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Qualification is requested and advised. If a Bidder does not submit the form with the Qualification, the Bidder must comply within seven (7) business days of a request by the Authority, or the Authority may deem the Qualification non-responsive.

4.2.5.3 BUSINESS REGISTRATION CERTIFICATION (BRC)

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

A Bidder otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Qualification must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for Contract award. Under any circumstance, the Authority 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 Bidder receiving a Contract award as a result of this procurement and any Subcontractors named by that Bidder 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 of 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.

4.2.5.4 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority'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 Awarded Vendor of an Authority Contract must disclose the location by country where services, including subcontracted services, will be performed. Prior to the award of Contract, the Bidder must complete and submit the Source Disclosure Form accompanying this RFQ. The Bidder's inclusion of the completed Source Disclosure form with the Qualification is requested and advised. If a Bidder does not submit the form with the Qualification, the Bidder must comply within seven (7) business days of a request by the Authority, or the Authority may deem the Qualification non-responsive.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Bidder 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 Authority's website at <https://www.njeda.gov/bidding/>.

4.2.5.4.1 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 Awarded Vendor or Subcontractor, who had upon 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 Awarded Vendor 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 Authority.

4.2.5.5 EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE MONITORING

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 RFQ Section 4.2.5.5.

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 Certificate or complete an initial submission.

All of this information, including the instructions for requesting and paying for a duplicate or renewal Certificate, 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.

Bidders may also reference the Bidder's Checklist for this RFQ, which provides a direct link to the EEO Compliance and Monitoring requirements..

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.

4.2.5.6 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 Authority participates in goal-based Small Business contracting to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority 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 RFQ.

Businesses must apply to be certified with the Division of Revenue and Enterprise Services Business Certification Program, ~~and~~ ~~e~~ Evidence of application or certification is to be submitted with the Qualification by the Qualification Submission Due Date if this Qualification has been designated as a Small Business Enterprise Set-Aside as indicated on the Qualification cover sheet.

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.gov/DOR/SBERegistry/>.

Bidders please reference the Awarded Vendor(s) Set-Aside/Demographic Information form listed in the RFQ Bidder's Checklist, which is to be completed and submitted prior to Contract award. Bidder

4.2.5.7 DISABLED VETERANS' BUSINESS SET-ASIDE

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31.1 et seq. and the Authority's goal-based contracting initiatives, the Authority 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 RFQ.

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~~ ~~e~~ Evidence of application or certification is to be submitted with the Qualification by the Qualification Submission Due Date if this Qualification has been designated as a Disabled Veterans' Business Set-Aside as indicated on the Qualification cover sheet.

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.gov/DOR/SBERegistry/>.

Bidders please reference the Awarded Vendor(s) Set-Aside/Demographic Information form listed in the RFQ Bidder's Checklist, which is to be completed and submitted prior to Contract award.

4.2.5.8 BUSINESS ENTERPRISE PROGRAMS – UNIFORM CERTIFICATION SERVICE

To access the service, businesses may self register for certification. Information regarding available certifications and required provisional documents required for 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.gov/DOR/SBERegistry/>. Once you are certified, you will receive electronic reminders about filing to maintain your cert. This is a free service. You may select as many certificate types as applicable.

Examples of available certifications include, but may not be limited to, (DVOB) Disabled Veteran Owned Business; (LBE) LGBTQ+ Owned Business Enterprise; (MBE) Minority Business Enterprise; (MWBE) Minority Women Business Enterprise; (SBE) Small Business Enterprise; (SEDB) Socially and Economically Disadvantaged Business Enterprise; (VOB) Veteran Owned Business; (WBE) Women Business Enterprise; etc.

4.2.5.9 REQUIREMENTS OF TWO-YEAR CHAPTER 51, EXECUTIVE ORDER NO. 333 (2023) VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FOR NON-PUBLICLY ADVERTISED CONTRACTS.

- A. For Contracts Awarded Pursuant to a Fair and Open Process
Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), the Authority's contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.
- B. For Contracts Awarded Pursuant to a Non-Publicly Advertised Process
Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), the Authority shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.
 - 1. Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Contract shall submit the Two-Year Chapter 51/Executive Order No. 333 (2023) Vendor Certification and Disclosure of Political Contributions for Non-Publicly Advertised Contracts form.

- i. The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future Contract opportunities. The form is also available at: <https://www.njeda.gov/Bidding/>.
2. Further, the Awarded Vendor(s) (Awarded Vendor) is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

4.2.5.10 POLITICAL CONTRIBUTION DISCLOSURE

The Awarded Vendor(s) (Awarded Vendor) 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 Awarded Vendor(s) (Awarded Vendor) receives one (1) or more Contracts valued at \$50,000.00 or more. It is the Awarded Vendor(s)'s (Awarded Vendor'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/>.

4.2.5.11 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT

Effective July 1, 2018, Bidders and Awarded Vendor(s) (Awarded Vendors) 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 Authority) 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 Authority enters into for "services" imposes reporting requirements by awarded Bidders and Awarded Vendor(s) (Awarded Vendor) (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.**

4.2.5.12 NEW JERSEY STATE W-9

Prior to an award of a Contract, the Awarded Vendor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.gov/bidding>.

4.2.5.13 INSURANCE CERTIFICATE(S)

Prior to the award of a Contract, the Awarded Vendor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this Contract, naming the Authority (NJEDA) as an Additional Insured and ensure that the insurance certificate is identified with the unique Contract awarded as a result of this RFQ. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFQ.

4.2.5.14 SUBCONTRACTOR UTILIZATION FORM

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

If the Contract is a small business subcontracting set-aside, the Bidder 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 Qualification that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Bidder is automatically certifying that in the event the award is granted to the Bidder's firm and the Awarded Vendor 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 Awarded Vendor shall submit a Subcontractor Utilization Form for approval by the Authority in advance of any such engagement of Subcontractors and/or Subconsultants.

Bidders please reference the Bidder's Checklist for additional information about the Subcontractor Utilization Form.

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

A Bidder must certify prior to executing a newly awarded Contract it is in compliance with the requirements of 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. The certification is satisfied by submitting the form referenced in this section. Please reference Bidder's Checklist, Item K.

Under this 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 law is available on the Legislature's webpage at <https://www.njleg.state.nj.us/bill-search/2022/S1889>

A Bidder'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 Bidder.

NOTE: If the Bidder 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.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The Contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the Bidder's Qualification, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFQ, any Special Contractual Terms and Conditions of the RFQ take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFQ.

In the event of a conflict between the provisions of this RFQ, including the Authority's Standard Contract – Exhibit A, and any addendum to this RFQ, the addendum shall govern.

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, or the Authority's Contract for Professional Services – Exhibit A and the Bidder's Qualification, the RFQ and/or the addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the Contract, for Firms selected as "Qualified Firms" under this RFQ, shall be for a term of three (3) years with two (2), one (1) year extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the Contract term or rates more favorable to the Authority. An annual percentage price escalator may be in effect for the extension options if indicated by the Bidder in their Fee Schedule submitted for this solicitation.

Upon award, the Authority and the selected Vendor(s) shall execute an initial Agreement establishing the general terms and conditions governing participation in the RFQ and eligibility to receive Task Order Requests ("TORs").

5.3 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 Authority 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 is engaged to provide the requisite services. It shall be incumbent upon the Awarded Vendor 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.

5.4 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.

5.5 AWARDED VENDOR'S RESPONSIBILITIES

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

The Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor 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 Authority may have arising out of the Awarded Vendor's performance of this Contract.

5.6 SUBSTITUTION OF STAFF

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

If it becomes necessary for the Awarded Vendor to substitute any management, supervisory or key personnel, the Awarded Vendor shall identify the substitute personnel and the work to be performed. The Awarded Vendor 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 Awarded Vendor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Awarded Vendor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Awarded Vendor'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 Authority.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)

The Awarded Vendor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority'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 Awarded Vendor has received written approval from the Procurement Department.

If it becomes necessary for the Awarded Vendor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Awarded Vendor will identify the proposed new Subcontractor/Subconsultant or staff member(s)

and the work to be performed. The Awarded Vendor must provide detailed justification documenting the necessity for the substitution or addition.

The Awarded Vendor 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 Awarded Vendor in its Qualification.

5.8 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 Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Bidder's or Awarded Vendor(s)'s (Awarded Vendor's) Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Awarded Vendor(s) (Awarded Vendor) 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, Awarded Vendor(s) (Awarded Vendor) or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Awarded Vendor are confidential (Authority Confidential Information). The Awarded Vendor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Awarded Vendor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Awarded Vendor, or any individual or entity in the Awarded Vendor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Awarded Vendor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

When requested, the Awarded Vendor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Awarded Vendor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Awarded Vendor'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 Authority reserves the right to obtain, or require the Awarded Vendor to obtain, at the Awarded Vendor's expense, criminal history background checks from the New Jersey State Police for all Awarded Vendor and project staff (to protect the Authority from losses resulting from Awarded Vendor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority 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.

5.9.1.1 AWARDED VENDOR'S CONFIDENTIAL INFORMATION

- A. The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Awarded Vendor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Awarded Vendor's Qualification as Background IP ("Awarded Vendor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The Authority agrees to hold Awarded Vendor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Awarded Vendor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Awarded Vendor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Awarded Vendor shall take any action it deems appropriate to protect its documents and/or information;

- F. In addition, in the event Awarded Vendor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Awarded Vendor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Awarded Vendor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Awarded Vendor does not exercise its rights as described in Section 5.9.1.1(E), or if Awarded Vendor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Awarded Vendor, if Awarded Vendor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Awarded Vendor 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. Awarded Vendor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Awarded Vendor 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 Awarded Vendor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Awarded Vendor 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 Awarded Vendor 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 Awarded Vendor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Awarded Vendor 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 Awarded Vendor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Awarded Vendors 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 Awarded Vendor 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 Awarded Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Awarded Vendor 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 Awarded Vendor must first return all State data to the State in a usable format as defined in the RFQ, or in an open standards machine-readable format if not. The Awarded Vendor must then erase, destroy, and render unreadable all Awarded Vendor 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 Awarded Vendor within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

The Awarded Vendor 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 Authority.

5.11 ADVERTISING

The Awarded Vendor shall not use the Authority'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 Authority.

5.12 LICENSES AND PERMITS

The Awarded Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Awarded Vendor shall supply the Authority 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 Bidder in its Qualification.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the Authority by the Awarded Vendor(s) (Awarded Vendor) 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.

5.13.2 REMEDIES

Nothing in the Contract shall be construed to be a waiver by the Authority 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).

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Awarded Vendor 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 Awarded Vendor must present a written Qualification to perform the additional work to the Designated Contract Manager. The Qualification 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 Awarded Vendor in its Qualification.

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

The written Qualification 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 Awarded Vendor in the Awarded Vendor's original Qualification submitted in response to this RFQ. 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 Awarded Vendor in its original Qualification. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Awarded Vendor's written Qualification, 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 Authority approvals.

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

5.15 INDEMNIFICATION

The indemnification provisions set forth in the Authority's Contract for Professional Services, Exhibit A, shall prevail.

5.16 MAINTENANCE OF RECORDS

The Awarded Vendor 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.

5.17 FORM OF COMPENSATION - INVOICING/PAYMENT

The Awarded Vendor shall submit electronic invoices to the Authority (unless a request is made by the Awarded Vendor 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 Authority's Designated Contract Manager. Invoices must be submitted to apinvoices@njeda.gov and the 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 Awarded Vendor 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 Awarded Vendor. In the event "Specialized Services" are required and approved by the Authority in advance; the Awarded Vendor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFQ and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;
- C. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Awarded Vendor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- F. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

F.G. If applicable, an itemized listing and copies of receipts for all related third-party expenses, including but not limited to media purchases, third-party stock photography, and

other licensed materials. These shall be reimbursed on a pass-through basis unless otherwise authorized by the DCM and shall not include any markup.

The Authority, 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 Authority considers the Awarded Vendor to be the sole point of contact regarding contractual matters, and the Awarded Vendor will be required to assume sole responsibility for the complete "Scope of Work / Deliverables" and any additional services, as indicated in the RFQ.

6.0 QUALIFICATION EVALUATION

6.1 RIGHT TO WAIVE

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

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

6.2 RIGHT OF FINAL QUALIFICATION ACCEPTANCE

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

6.3 RIGHT TO INSPECT BIDDER'S FACILITIES

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

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

6.4 RIGHT TO REQUEST FURTHER INFORMATION

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

6.5 QUALIFICATION EVALUATION COMMITTEE

Qualifications may be evaluated by a cross-functional Evaluation Committee composed of the Authority'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 Authority staff will evaluate, score and rank Qualifications received in response to this RFQ, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUALIFICATION

After the submission of Qualifications, unless requested by the Authority as noted below, Bidder contact with the Authority is still not permitted.

After the Qualifications are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their Qualifications. 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 Qualification, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the Authority concerning its Qualification.

Bidder may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Bidder(s) to give an oral presentation or require the Bidder(s) to submit written responses to questions regarding its Qualification. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Qualification. 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 Qualifications received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA

Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required.

If key personnel are identified and required in Section 3.0 of this RFQ, the Bidder must submit a resume for each key position and the Bidder's resumes should include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s). Failure to submit mandatory resumes will result in rejection of the Bidder's Qualification for further consideration.

The Lead Account Manager / Director shall possess at least five (5) years demonstrated experience in performing these account management functions, as a Lead Account Manager / Director, for accounts of similar size, managing similar sized budgets. The Bidder must provide evidence of this experience through the proposed individual's resume.

The Alternate Account Manager shall possess at least three (3) years demonstrated experience in performing these account management functions, for accounts of similar size, while managing similar sized budgets. The Bidder must provide evidence of this experience through the proposed individual's resume.

Experience of entity: The Bidders documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ, based, in part, on the Bidder's submitted narratives and references.

If references for contracts of similar size and scope are required in Section 3.0 of this RFQ, the Bidder **must** submit business references for each relevant contract. Business references should 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 **will result in rejection** of the Bidder's Qualification for further consideration.

Ability of the entity to complete the Scope of Work based on its Technical Qualification: The Bidders demonstration that the Bidder understands the requirements of the Scope of Work and presents an

approach that would permit successful performance of the technical requirements of the Contract. Bidder's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

6.7.2 BIDDER'S FEE SCHEDULE

For evaluation purposes, Bidder's pricing will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFQ.

Hourly rates, 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. Bidders shall not alter this Fee Schedule and ~~should~~**must** provide pricing for all sections.
Failure to submit pricing for all sections or a Altering the form will result in the Qualification being rejected as nonresponsive. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFQ solicitation. The use of any other identifier may result in the Bidder's Qualification being deemed non-responsive. A cell left blank will be considered "No Charge".
2. Bidders shall not indicate fees/charges other than those included on this Fee Schedule.
If the Bidder intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFQ.

6.7.3 QUALIFICATION DISCREPANCIES

In evaluating Qualifications, 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 QUALIFICATIONS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Bidder whose Qualification, conforming to this RFQ, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority 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 Authority reserves the right to negotiate price reductions with the selected Bidder(s).

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

6.8.1 NEGOTIATIONS

In accordance with N.J.S.A. 52:34-12(f), the advertised RFQ will indicate any terms the Authority is willing to negotiate. In that event, the Authority after evaluating Quotes, may enter into negotiations with one (1) Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by Authority to safeguard information and ensure that all Bidders are treated fairly.

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

6.8.2 BEST AND FINAL OFFER (BAFO)

The Authority may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Authority may conduct more than one (1) round of BAFO in order to attain the best value for the State.

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

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

6.9 PROTEST OF RECOMMENDED AWARD

Any Bidder may protest a vendor selection (an award) by the New Jersey Economic Development Authority. For a protest to be timely, it must be submitted to the Chief Administrative Officer within ten (10) business days of receipt of the notification that the Bidder was not selected. In order to be considered complete, a protest must: (i) identify the Bidder 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 Authority's Managing Director Legal Affairs. 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.

A Hearing Officer Report will be submitted to the Authority's Board or Chief Executive Officer designee, for review to make a final decision on the protest for the award of the Contract, which will be the final Authority decision, that is appealable to the Appellate Division of the Superior Court of New Jersey.

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

7.0 CONTRACT AWARD

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Bidder(s), whose qualification, conforming to this RFQ, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all qualifications may be rejected when the Authority 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 Bidder 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 Authority 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 RFQ will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFQ as Exhibit A. Bidders 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 Bidder 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 Bidder shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Professional Services" with the qualification as it will result in the qualification being deemed non-responsive.

IMPORTANT: In the event the Bidder 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 Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen Contract at any time during the RFQ process, unless submitted during the "Questions and Answers Period".

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

Any qualification submitted in response to this RFQ will be considered a firm Offer by the responding Bidder to perform the Scope of Work, as outlined in the RFQ and specimen Contract. By submitting an Offer in response to this RFQ, the responding Bidder 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 Authority will not be binding on the Authority.

Accordingly, any qualifications submitted will indicate an acceptance by Bidders of the form of Specimen Contract.

Acceptance of a qualification and award of a Contract is subject to the approval of the Authority's Board.

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER

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

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

8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Awarded Vendor, assuring that a Purchase Order(s) are issued to the Awarded Vendor, directing the Awarded Vendor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Awarded Vendor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Awarded Vendor and any component part of the Authority's Designated Contract Manager's Department.

If the Contract has multiple users, then the Authority'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 Awarded Vendor. All persons that use the Contract must notify and coordinate the use of the Contract with the Authority's Designated Contract Manager.

8.2 METHOD OF OPERATION

When services are required that are within the Purpose and Intent of this RFQ, the DCM or designee will determine whether to solicit some or all the Awarded Vendors/Qualified Firms.

The Awarded Vendor/Qualified Firm will be required to respond to each TOR describing its strategy in completing the services required as follows:

During the term of the Contract, the Authority may issue a TOR (Exhibit B1) to the Awarded Vendor(s), specific as to the above Section 3.9 pertaining to the Task Order Request. The Authority's Designated Contract Manager (DCM) or Designee will provide a TOR Request (Exhibit B1), to specify the task/project, including any required deadlines and/or required compliance for the services. The TOR will state to whom at the Authority the response should be addressed.

The Awarded Vendor(s)/Qualified Firm(s) will be required to respond to each TOR as follows:

- A. Review the TOR to determine if a conflict of interest exists for the task/project, then return to the Authority's DCM or designee within two (2) business days of the receipt of the TOR packet, the Conflict of Interest Certification Statement (Exhibit B2), to be fully completed and signed by the Awarded Vendor to certify that no conflict of interest exists; and
- B. If no conflict exists, the Awarded Vendor(s)/Qualified Firm(s) must return to the Authority's DCM or designee within five (5) business days of the receipt of the TOR packet a Vendor Response, (Exhibit B3). Vendors must provide responses that directly address the specific

requirements and how the goals of the TOR will be accomplished. Any cost estimate included in Exhibit B3, shall be prepared in accordance with the Awarded Vendor's contracted Fee Schedule for 2026-RFQ-284 Marketing Consulting Services:

1. The Awarded Vendor(s)/Qualified Firm(s)' Response/TOR Proposal will then either be accepted, or the Authority will further negotiate the cost, Scope of Work, and time needed to complete the task/project.
 2. Any supplement or addition to hours or positions/titles that differs from the contracted Fee Schedule for 2026-RFQ-284 Marketing Consulting Services (i.e. supplementing a subcontractor or substituting a staff employee, including pricing for same) are subject to the final approval of the Authority's DCM or designee, at his/her sole discretion.
- C. The Awarded Vendor/Qualified Firms, if selected for a TOR task/project, shall provide any required compliance within five (5) business days of written notice to proceed.

8.2.1 SELECTION OF AWARDED VENDORS/QUALIFIED FIRMS

8.2.1.1 MINI EVALUATION

- A. As to the requested services, the Authority will conduct a mini-evaluation among the pool of Awarded Vendors/Qualified Firms in order to select the vendor for the TOR. The DCM or designee will:
1. issue a TOR detailing the goals of the specific task/project and any task/project specific requirements that must be addressed in the TOR response;
 2. determine which Awarded Vendors/Qualified Firms to solicit from the pool when services are required in one of the following ways:
 - a) The DCM or designee will solicit all the Awarded Vendors/Qualified Firms
 3. review and evaluate Awarded Vendor(s)/Qualified Firm(s)' responses based upon the strength of the underlying TOR Response/TOR Proposal in relation to the requested services and required expertise.