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STATE OF NEW JERSEY

**Chris Christie**  
Governor

**Kim Guadagno**  
Lt. Governor

**Raymond P. Martinez**  
Chairman and Chief Administrator

**Request for Quotation-RFQ #JJ-04032017AK  
New Jersey Motor Vehicle Just Drive Advertising Campaign**

**Date Issued: April 3, 2017**

**Respondent's Electronic Question Due Date:  
April 6, 2017 by 2:00 PM**

**(Refer to RFQ Section 1.3.1 for more information.)**

**Quotation Submission Date:  
April 10, 2017 by 2:00 PM**

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the New Jersey Motor Vehicle Commission (NJMVC, MVC, Commission). The purpose of this RFQ is to solicit Quotes to create, design, write, produce, budget, and administer an advertising campaign and successfully support the MVC Just Drive initiative. The campaigns within the initiative shall promote public awareness utilizing print, radio, television, Internet, and other forms of media as agreed upon at the time of project assignment.

The intent of this RFQ is to award a Contract to that responsible Bidder who's Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the MVC State Contract Manager (SCM) or designee to be in the State's best interest.

**The State of NJ Standard Terms and Conditions accompanying this RFQ will apply to all Contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction.**

### 1.2 BACKGROUND

The NJMVC seeks a professional advertising services contractor to secure prominent sponsorships and continue social media, digital and additional advertisement efforts in order to continue this key "Just Drive" public awareness campaign through approximately April, May and June. Advertisements' shall be released during the 2017-2018 National Football Season. (September 2017 through February 2018).

In an effort to combat the epidemic dangers of talking and texting while driving in the State, the New Jersey Motor Vehicle Commission (NJMVC) launched JustDrive.com, a multi-media outreach and education campaign designed to prevent people from engaging in dangerous behavior.

The MVC's Just Drive promotes awareness in support of recent legislation effective July 1, 2014, essentially doubling fines associated with distracted driving motor vehicle violations such as talking or texting while driving.

The MVC intends to secure prominent sponsorships and continue social media, digital advertisement and various other promotional success in order to continue this key public awareness campaign throughout the 2017-2018 National Football Season. (September 2017 through February 2018).

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The NJMVC will accept questions pertaining to this RFQ, electronically, until **2:00 P.M. EST Thursday, April 6, 2017**. Questions shall be directed via email to: [procurement@mvc.nj.gov](mailto:procurement@mvc.nj.gov)

#### 1.3.2 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by **Monday, April 10, 2017, 2:00 P.M. EST**, via email **ONLY** to the MVC, Division of Procurement, Alan Krupa. **ANY QUOTE NOT RECEIVED BY THE SPECIFIED TIIME WILL BE REJECTED.** Submit Quote to: [procurement@mvc.nj.gov](mailto:procurement@mvc.nj.gov)

When submitting an electronic Quote do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

A Quote must be submitted to the Commission in accordance with this RFQ's instructions within the

specified time frame. Bidders submitting an Electronic Quote via email are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration and will be rejected.

NOTE: The State's e-mail system cannot accept file sizes greater than 5 MB per e-mail. Hard copy submission will not be accepted.

Communications with any representatives of the State regarding this RFQ are prohibited during the submission and selection processes unless otherwise permitted and clearly specified within this RFQ. Failure to comply with these communications restrictions will result in rejection of a Bidder's Quotation.

## 1.4 **ADDITIONAL INFORMATION**

### 1.4.1 BIDDER RESPONSIBILITY

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

### 1.4.2 COST LIABILITY

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

### 1.4.3 JOINT VENTURE

If a Joint Venture is submitting a Quote the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Each party to the Joint Venture must individually comply with all the forms and certification requirements.

### 1.4.4 QUOTE ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the State Contract Manager (SCM) has the right to waive minor irregularities or omissions in a Quote and 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes. In addition, pursuant to N.J.S.A. 52:34-12, the SCM retains the right to reject all Quotes if it is in the public interest.

## 2.0 **DEFINITIONS**

### 2.1 GENERAL DEFINITIONS

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

**Addendum** – Written clarification or revision to this RFQ issued by the Division of Purchase and Property. Addenda, if any, will be issued prior to Quote opening.

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

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

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

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

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, and any subsequent written document memorializing the agreement.

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

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

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

**Quote** – Bidder's timely response to the RFQ including, but not limited to, technical Quote price Quote and any licenses, forms, certifications, or other documentation required by the RFQ.

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

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

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

**State** – The State of New Jersey.

**State Contract Manager or SCM** – The individual, as set forth in Section 7.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**State Standard Terms and Conditions** – The Standard Terms and Conditions attached to this RFQ.

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

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

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

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

**MVC** – Motor Vehicle Commission

### **3.0 SCOPE OF WORK**

The Contractor must commence work in the second half of April, 2017 as directed by the NJMVC. These services require a quick turnaround and production should begin on Day 1 of the Contract. No advertising activities shall be conducted, made public, or disseminated without the written approval of the State Contract Manager (SCM).

The MVC seeks a professional advertising services contractor to secure prominent sponsorships and continue social media, digital and additional advertisement efforts in order to continue this key "Just Drive" public awareness campaign through approximately September 2017, and ending on or about February 10, 2018 to correspond with New York Jets Football Season and New Jersey Motorsports Park Season.

#### **3.1 GENERAL REQUIREMENTS**

The Contractor shall provide creative services to design, write, produce, budget, and administer the Just Drive advertising initiative during the 2017-2018 National Football Season. (September 2017 through February 2018).

Beginning on or about April 15, 2017 and ending approximately June 30, 2017 the Contractor must develop an advertising campaign and supporting promotional plans for the 2017-2018 National Football Season from September 2017 through February 2018. Contractor advertisements must conform to MVC Communications goals, strategies and tactics to reinforce and enhance successful messaging and outreach campaign consistent with the deliverables of this RFP.

Following implementation of an NJMVC Just Drive Campaign, the Contractor shall analyze and report the results of its advertising and marketing efforts to determine optimal campaign aids for the motoring public target audience.

#### **3.2 ADVERTISING SERVICES**

##### **newyorkjets.com**

The Contractor shall advance MVC's successful historical Just Drive campaign efforts with additional digital, social media and radio advertisements between April 2017 through June 30, 2017. Ad's must be scheduled and placed to advertise publicly during the 2017-2018 National Football Season from September 2017 through February 2018. Advertisements must include, but are not limited to creative development and production for:

Digital Banners: Digital Banners shall appear prominently on high traffic social media websites such as Facebook, Instagram, Twitter, etc., to successfully reach target audiences in densely populated areas within New Jersey solely around the regions surrounding the New York Jets and MotorSports partnership locations. All Digital Banners must be pre-approved in writing by the SCM prior to Contractor posting and release. Banner advertisements must include highly visible, embedded hyperlinks for JustDrive.com.

The Contractor's digital banners must increase JustDrive.com social media hits (impressions) by no less than, but not necessarily limited to 250,000 geo-targeted impressions through the following platforms: newyorkjets.com desktop application, the Jets Official Mobile Application and related mobile sites as applicable.

NOTE: The Contractor must include all advertisement and placement costs with each campaign and task order estimate.

NJMVC Just Drive advertisements under its campaign partnerships, as promoted and performed by the Contractor shall include, but not be limited to Home games and digital impression radio spots with Jets field games.

### 3.3 SPONSORSHIP ADVERTISEMENT

The New Jersey Motor Vehicle Commission shall become a sponsor for the Jets through means of becoming a Training Camp Supporting Partner. This will include, but not be limited to ESPN Radio placements and static and digital banner advertisements. In addition, onsite activations (information booth/tables) must include Just Drive focus items such as: flyers, etc. regarding the Just Drive Campaign.

Pregame sponsorship ad's must include radio deliverables on ESPN NY 98.7 FM. Radio Ad's is to include, but not limited to a :30 pregame commercial during the season for all home and away games, one pregame billboard for all games during the full season, one pregame live read for all games during the full season and one pregame interview during one pre-season game for one segment.

Postgame sponsorship ad's must include deliverables on ESPN NY 98.7 FM. Radio Ad's is to include, but not limited to a :30 postgame commercial during the season for all home and away games, one postgame billboard for all games during the full season and one postgame live read for all games during the full season.

#### **New Jersey Motorsports Park**

The NJMVC intends to advertise throughout the park during the 2017 season. In addition, The MVC is also provided with opportunity to sponsor the K&N Pro Series East Race on September 16, 2017 at the New Jersey Motorsports Park in Millville, New Jersey which includes, but shall not be limited to advertisements prior to September 16, 2017 K&N Pro Series East Race. Contractor advertisements promoting Just Drive within the New Jersey Motorsports Park must include:

1. general admission passes for promotional use,
2. involvement in Presentations of Trophies on podium,
3. participation as Race Marshal,
4. opportunity for Pace Car ride,
5. dominant vendor space for an activation,
6. frequent PA announcements during event day,
7. live interview with announcer,
8. exposure through NASCAR PR
9. additional media outlets,
10. Officer's Club VIP Hospitality Area passes,
11. trackside banners
12. billboards,
13. JustDrive.com on all printed tickets and prime web advertisement on NJMP's website.

The Contractor must coordinate its marketing strategies, advertisements and Just Drive promotional campaign support with New Jersey Motorsports Park and the NJMVC with regard to ad design, advertisement schedule, implementation, activation, run time and/or promotional duration.

- A. Recommend and develop objectives and strategies targeted to designated markets and/or the general public;
- B. Development and submission of a media plan with associated timelines that provides details of the media mix, recommended media outlets as well as a media schedule as per Section 4.1.3. The media plan must describe and/or provide:

1. the target audience identity;
  2. specific media to be used;
  3. timing, frequency, penetration and length of placement;
  4. justification as to how recommended outlets match the target audience;
  5. justification as to how the various elements of the plan are to be integrated for maximum impact, cost effectiveness and return on investment; and a complete itemization of media cost.
- C. Auditing the advertising and media placements released through the various media to verify that quality, timing, position, and distribution are consistent with the media plan and schedule;
- D. Develop and execute a public relations plan to extend or exceed the current MVC media plan. The Contractor must detail:
1. How it will plan, assist, coordinate, provide sponsorship and participate in special public relations events and activities in conjunction with MVC;
- E. Upon written approval from the SCM, the Contractor shall execute its detailed collateral plan. The Contractor's plan for SCM review and approval must include a no less than three (3) rounds of review with written input and approval from the SCM.
- F. The Contractor shall execute all Contracts with media and other third parties including Sponsorships for advertisement placement. The Contractor is responsible for all media buys, including the negotiation of the best possible rates for any contracts. The Contractor shall enter into all such contracts as a prime Contractor and not as an agent of the State. The Contractor shall not represent itself to any third party as an Agent of the State.
- G. Contractor shall upon request, provide the SCM or MVC authorized designee, with all documentation and material for each component of the media mix including any electronic documentation related to the internet and social media produced by the Contractor to fulfill the requirements specified within this RFQ.;

The Contractor shall supply photographic services as needed and approved by the SCM.

### 3.4 PROJECT MANAGEMENT

NJMVC requires the successful Contractor to provide an Account Executive, or an equivalent, to manage this Contract.

Serving in this capacity, the Account Executive shall be the "point person" responsible for managing the Contract, ensuring timelines and deadlines are met, managing and following-up on status of each advertising campaign and the requirements of this Contract to ensure timely communication and completion of all tasks.

#### 3.4.1 COMMUNICATIONS - REPORTING/TEAM TELECONFERENCE MEETINGS:

Every month the Senior Account Executive and any contractor staff involved in specific and current campaign(s) in process, shall participate in a "tracker call" estimated to be one (1) hour in duration, to address project timelines, bottlenecks and requirements, as they are identified.

No later than the fifth (5th) business day of the following month, the Contractor will be required to submit to the SCM, or his/her designee, a written report summarizing the funds expended during the previous month, as well as a year-to-date total. The report will be in an Excel format provided by the Contractor to the SCM.



No additional compensation will be provided for participation in this weekly meeting or for preparing and submitting the requisite reports.

### 3.4.2 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend an Initial Organizational Meeting with the MVC, and other staff members, as appropriate, to launch the Marketing program. The meeting will be held at the New Jersey Motor Vehicle Commission, 225 East State Street, Trenton, NJ 08666. The Initial Organizational Meeting must be held within two business (2) days of awarding the Contract and will encompass one (1) full business day (i.e. 8:00 AM to 5:00 PM), the purpose of which is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the SCM or his/her designee and other members of MVC staff, to gain a clear understanding of performance expectations and preliminary timeline requirements.

At a minimum, the following individuals/positions (or the equivalent) from the Contractor should be present at this Initial Organizational Meeting:

- A. President;
- B. Senior Account Executive;
- C. Advertising Account Manager; and
- D. Creative Director

### 3.4.3 ATTENDANCE AT MEETINGS:

**Following the *Initial Organizational Meeting*, the Senior Account executive and support staff shall be required to attend and participate in meetings with MVC staff, regarding the Scope of Work, as required.** Meetings will be conducted within New Jersey and may take place at the MVC offices located at 225 East State Street in Trenton or at other locations within the State, as appropriate.

### 3.5 DELIVERABLES

As the MVC determines that it is ready to proceed with services on a project-by-project basis under the approved advertising plan, it will provide the Contractor with a project-specific task order. This will occur prior to the commencement of work for the particular advertising campaign.

The Contractor shall respond with the following:

- A. A detailed cost estimate for the project-specific task order, based on the quotations pricing set forth in the awardee contract. The cost estimate will include a “not-to-exceed amount” on each individual task to be provided, specific and itemized deliverables, a detail of the positions assigned to perform the work and the corresponding All Inclusive Hourly Rates; and
- B. A timeline for completion and FIRM due date. If the Contractor is unable to meet the requisite deadline identified by the SCM, or his/her designee, it must clearly indicate this in its project-specific cost estimate / quotation response.

After the State Contract Manager approves the cost estimate, via e-mail, for a particular project; the work may begin. If the cost estimate for a particular project is rejected, the Contractor will be asked to amend or resubmit its cost quotation within three (3) business days for SCM approval. If the NJMVC rejects the Contractor’s cost estimate/ quotation for a given project; the MVC reserves the right, to negotiate the time and level/ title of employee assigned to the particular advertising campaign.

## 4.0 QUOTE PREPARATION AND SUBMISSION

### 4.1 QUOTE CONTENT/RFQ RESPONSE

Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0 of this RFQ, or that diminish the State's rights under any Contract resulting from the RFQ, will be considered null and void. The State is not responsible for identifying conflicting Bidder proposed terms and conditions before issuing a Contract award. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission. In the event that a Bidder intends to propose terms and conditions contrary to the RFQ, these Bidder proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this RFQ. Under no circumstance is the State required to accept a Bidder's exception to the RFQ.

In the event that, prior to Notice of Award, the Commission notifies the Bidder of any such conflicting Bidder proposed term or condition and the conflict it poses, the Commission may require the Bidder to either withdraw it or withdraw its Quote.

After award of Contract:

if conflict arises between a Bidder proposed term or condition included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail; and

if the result of the application of a Bidder proposed term or condition included in the Quote would diminish the State's rights, the Bidder proposed term or condition will be considered null and void.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ.

Use of URLs in a Quote should be kept to a minimum and may not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed (or if a Quote is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quote. Additional URLs on the copy of the URL page shall not be considered as part of the Quote unless a copy of those URL pages are also provided.

**The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the**  
**[Division's website \(http://www.state.nj.us/treasury/purchase/forms.shtml\)](http://www.state.nj.us/treasury/purchase/forms.shtml)**  
**unless noted otherwise.**

### 4.2 QUOTE DELIVERY AND IDENTIFICATION

A Quote must arrive at the Commission in accordance with this RFQ's instructions within the

time frames noted on the RFQ cover sheet. Bidders submitting electronic Quotes via **email** are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. Bidders submitting hard copy Quotes are cautioned to allow adequate delivery time to ensure timely delivery of Quotes. **State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration. THE EXTERIOR OF ALL QUOTE PACKAGES ARE TO BE LABELED WITH THE RFQ IDENTIFICATION NUMBER AND THE FINAL QUOTE SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

#### 4.3 ELECTRONIC SUBMISSION INSTRUCTION

Bidders shall submit a Quote utilizing one (1) of the following methods:

- a. E-mail: Submit Quote via email to:

Alan Krupa: [procurement@mvc.nj.gov](mailto:procurement@mvc.nj.gov)

**NOTE:** The State's e-mail system cannot accept file sizes greater than 5 MB per e-mail; or

##### 4.3.1 ELECTRONIC SUBMISSION OF QUOTE

If the Bidder is submitting an electronic Quote via email, hard copy submission is not required.

When submitting an electronic Quote, do not use any symbols (i.e., #, @, \$, &, \*) in the filename. In addition, the Bidder should name each uploaded electronic file and folder as follows:

Bidder name, Volume #.

#### 4.4 MOBILIZATION PLAN

It is essential that the State have quick access to the Contractor resources and services this Contract is to provide. Therefore, each Bidder shall include as part of its response a mobilization plan, detailing how the Bidder intends to begin campaign assignments on Day 1 of the Contract.

Such mobilization plan should include the following elements:

- a. A detailed timetable for initial mobilization on Day 1. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract and be fully operational from the date of notification of award;
- b. The Bidder's plan for the deployment, use of management and supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization of the Contract on Day 1;

The campaign shall focus solely on promoting the Just Drive program.

##### 4.4.1 PRICE SHEET

The Bidder must submit its pricing using the supplied price sheet accompanying this RFQ.

All proposals submitted for consideration under this initiative must include firm, fixed pricing that identifies the costs and show a direct correlation to deliverables. Note: The pricing should also clearly

identify the title and hourly rate of all individuals assigned to each deliverable identified in the Scope of Work.

#### 4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED

##### 4.4.2.1 SUBCONTRACTOR UTILIZATION FORM

The Subcontractor Utilization Plan form is located on the [Division's website](#), this form should be completed by the Bidder if a subcontractor will be used.

##### 4.4.2.2 ALL STATE CONTRACT/PURCHASE ORDER REQUIREMENTS

Upon notice of award issuance, and before a Purchase Order can be issued, the contractor is required to submit a completed Delegated Purchasing Authority (DPA) Packet\*. To obtain the DPA packet refer to the Department of Treasury, Division of Purchase and Property website at: [http://www.nj.gov/treasury/purchase/forms/DPA\\_Packet.pdf](http://www.nj.gov/treasury/purchase/forms/DPA_Packet.pdf) Please visit Division of Purchase & Property for forms and definitions at: [Division's website](#)

#### SOURCE DISCLOSURE

#### OWNERSHIP DISCLOSURE FORM

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

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

#### MACBRIDE PRINCIPLES CERTIFICATION

#### VENDOR CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM

#### TWO YEAR CHAPTER 51/ EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND

#### DISCLOSURE OF POLITICAL CONTRIBUTIONS FORMS

#### AFFIRMATIVE ACTION SUPPLEMENT

#### BUSINESS REGISTRATION

\*These completed forms should be included with the RFQ response or when requested by the MVC

##### 4.4.2.3 ORGANIZATION CHARTS

- A. **Contract-Specific Chart**. The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) assigned to the Contract. The chart should include the labor category skill set and title of each such individual.

##### 4.4.2.4 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

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

If applicable, please note the following components within each description of similar Contract experience:

- A. Campaign production schedule;
- B. Market penetration; and
- C. Any metrics, if used.

As applicable, please also provide samples of the following creative output from similar Contract experience:

- A. Radio spots;
- B. Social media campaigns;
- C. Videos;
- D. Audios; and
- E. Graphic designs.

## **5.0 CONTRACTOR RESPONSIBILITIES TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**

### **5.1 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

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

### **5.2 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel and/or Sub-Contractors, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution.

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

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote.

### **5.3 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this 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 State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State 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 the project, the intellectual property must be identified in the Quote? Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.

#### 5.4 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State and/or deemed to be confidential.

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

### 6.0 CONTRACT AWARD

#### 6.1 EVALUATION CRITERIA

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ.

- A. Experience of firm: The Bidder's documented experience in successfully completing Contracts of a similar size and scope in relation to the work required by this RFQ.
- B. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.
- C. Price: The Bidder's all-inclusive hourly rates per labor category (Price Sheet)

#### 6.2 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

Bidders be advised that, at time of award, **the awarded bidder** is required to submit all required Delegated Purchase Authorization (DPA) paperwork. All bidders **should include** the forms with their bid package given the expedited urgency of this RFQ.

### 7.0 CONTRACT ADMINISTRATION

#### 7.1 STATE CONTRACT MANAGER

The MVC State Contract Manager (SCM) is the State MVC employee responsible for the overall management and administration of this project.

The SCM for this project will be identified at the time of the award of this project. At that time, the Contractor will be provided with the SCM's contact information.