



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

**DATE:** June 25, 2004

**TO:** All Potential Bidders

**RE:** RFP #: 04-X-36161  
RFP Title: Paternity Acknowledgement Program Hospital Based Certification Program and Database - Division of Family Development

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
<b>July 22, 2004</b>	<b>5:00 p.m.</b>	<b>Bidders' Questions Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information)
<b>July 28, 2004</b>	<b>9:30 a.m.</b>	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
<b>August 17, 2004</b>	<b>2:00 p.m.</b>	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

*Christine Weiland*

Christine Weiland

E-Mail Address: [christine.weiland@treas.state.nj.us](mailto:christine.weiland@treas.state.nj.us)  
Phone: 609-984-6269  
Fax: 609-292-5170

# **ATTENTION VENDORS**

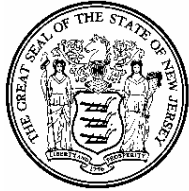
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 04-X-36161

FOR: Paternity Acknowledgement Program -
Hospital Based Cert. Prog. & Database
-Div. Of Family Development-

TERM CONTRACT #: T-1414
REQUESTING AGENCY: DEPT. OF HUMAN SERVICES

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 10/01/04
CONTRACT EXPIRATION DATE: 09/30/07
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE RFP SECTION 4.4.1.4

DIRECT QUESTIONS CONCERNING THIS RFP TO:
BUYER NAME: Christine Weiland
PHONE NUMBER: 609-984-6269
FAX NUMBER: 609-292-5170
E-MAIL ADDRESS: Christine.Weiland@Treas.State.NJ.US

TO BE COMPLETED BY BIDDER:

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 p.m. ON 8/17/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ OR \_\_\_\_\_. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_ CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE 7/28/04 @ 9:30 a.m.

ADDITIONAL REQUIREMENTS

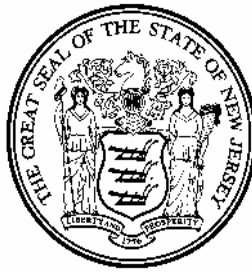
- 9) PERFORMANCE SECURITY: \_\_\_\_\_ OR \_\_\_\_\_% 10) PAYMENT RETENTION: 10%
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP) 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE & ECONOMIC GROWTH COMMISSION SMALL BUSINESS REGISTRATION (SEE N.J.A.C. 17:13-3.1 AND 13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_%, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS. 18) BIDDER PHONE NO: \_\_\_\_\_
19) BIDDER FAX NO. \_\_\_\_\_ 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
21) BIDDER FEDERAL ID NO. \_\_\_\_\_ 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER 24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE 26) DATE



**Bid Number: 04-X-36161**

**REQUEST FOR PROPOSAL FOR:**

**PATERNITY ACKNOWLEDGEMENT PROGRAM - HOSPITAL BASED  
CERTIFICATION PROGRAM AND DATABASE -  
DIVISION OF FAMILY DEVELOPMENT**

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Department of Human Services  
Division of Family Development  
P.O. Box 716  
Trenton, New Jersey 08625-0716

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Human Services, Division of Family Development (DFD).

The purpose of this RFP is to solicit bid proposals for a contractor to provide the technical and management services required to continue operation of the Paternity Opportunity Program (POP) in which information is obtained and processed for parents of all children born in New Jersey for the purpose of obtaining voluntary child support. The parents of children born out-of-wedlock will be given the opportunity to voluntarily acknowledge paternity on a Certificate of Parentage.

The intent of this RFP is to award a three (3) year contract to that responsible bidder whose bid, conforming to this RFP, is most advantageous to the State, price and other factors considered. This is a reprourement of an existing contract which can be found at

<http://www.state.nj.us/treasury/purchase/nao/contracts/t1414.shtml>

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

### **1.2 BACKGROUND**

The Child Support Enforcement Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out-of-wedlock, and obtain and enforce child support and medical support orders.

In New Jersey, the program is state supervised and county administered. The Division of Family Development (DFD), Office of Child Support Services (OCSS) serves as the State Child Support Agency (IV-D Agency) and has a cooperative agreement with the Administrative Office of the Courts for Probation Divisions to handle the enforcement of child support and medical support orders.

County Welfare Agencies are responsible for providing assistance in the location of absent parents, assisting in the establishment of paternity and obtaining a court order for child support. The Probation Divisions are responsible for the enforcement, distribution and collection of these orders.

Section 331 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 requires states to have laws and procedures for voluntary acknowledgment of paternity, which explain the rights and responsibilities of acknowledging paternity and include due process safeguards. The procedures must include a hospital-based program for the voluntary acknowledgment of paternity around the time of the child's birth.

On November 13, 1995, the OCSS officially launched the Paternity Opportunity Program (POP), as a result of this mandate. This program focuses on new unmarried parents, giving them the opportunity to voluntarily acknowledge paternity in the hospital, at the time of their child's birth, or anytime thereafter.

POP supports both the children and unmarried parents by allowing these parents the benefit of establishing paternity without going to court. When both parents sign a Certificate of Parentage (COP), which is the official form for paternity acknowledgment in New Jersey, a legal paternity is established.

The rights and responsibilities of acknowledging paternity are explained to unmarried parents prior to the signing of the COP. They are also informed that the only way for the unmarried father's name to be placed on the birth certificate is by signing the COP. If a woman is married and her husband is not the biological father of a child, paternity may be established via a COP only when the husband signs an Affidavit of Denial of Paternity.

DFD enlisted vendor support to train staff in completing the parentage forms, maintaining the electronic information on a database and imaging the signed certificates. The imaging process involves scanning and digitizing the documents, storing and sending them. County workers have immediate access to the imaged

forms via personal computer and have the ability to print the documents on-site when needed for court purposes.

In the hospital, at the time of the child's birth, hospital staff offer unmarried parents the opportunity to voluntarily establish paternity. If the parents decide not to sign a COP at the hospital, but wish to acknowledge at a later date, they will be directed to the local registrar in the municipality where the child was born or to the county child support office.

Demographic information is collected on all parents both married and unmarried. Information on married parents may be useful in locating an absent parent if the parents separate or divorce. All the information collected through this process is stored on the POP data base and matched against the Automated Child Support Enforcement System (ACSES), identifying cases in which paternity has been established through POP and providing demographic information.

The program is designed to offer multiple opportunities to acknowledge paternity and has yielded a high rate of paternity establishment. In 1996, 22,249, or 71% of the 31,000 out-of-wedlock births in New Jersey had paternity established through POP. This rate was one of the highest in the nation. In 1997, 24,236 or 74.6% of the 32,455 out-of-wedlock births had paternity established through the Paternity Opportunity Program and in 1998, 72.7% or 23,784 of New Jersey's 32,705 children born to unmarried parents had paternity established voluntarily. In 1999, the voluntary acknowledgment rate climbed to 77.82% with voluntary paternity established on 24,581 of the 31,585 children born out-of-wedlock during that time period. In 2000, the voluntary acknowledgment rate leveled off at 76.67% with voluntary paternity established on 23,554 of the 30,721 children that were born out-of-wedlock. In 2001, paternity was established in 78.29% or 23,528 of the 30,053 children born out of wedlock. In 2002, COPs were completed for 75.1% or 24,455 of that year's 32, 545 out of wedlock births.

Since the inception of the program more than 144,377 acknowledgments were obtained through POP and of those, approximately 16,000 children came on to the welfare rolls with paternity already established.

### 1.3 KEY EVENTS

#### 1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be, e-mailed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Christine Weiland  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E-Mail: [christine.weiland@treas.state.nj.us](mailto:christine.weiland@treas.state.nj.us)  
Phone Number: 609-984-6269

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### 1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be three working days prior to the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders

having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

### 1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by telephone or e-mail, concerning this RFP.

### 1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

### 1.3.3 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

<b>Date:</b>	<b>July 28, 2004</b>
<b>Time:</b>	<b>9:30 a.m.</b>
<b>Location:</b>	<b>DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU BID OPENING ROOM, 9TH FLOOR 33 WEST STATE STREET TRENTON, NJ 08625-0230</b>  <b>Directions to the Pre-bid Conference can be found at the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/fagdirs.htm">http://www.state.nj.us/treasury/purchase/fagdirs.htm</a>

**CAUTION:** Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and issued on the Purchase Bureau web site as a written addendum to the RFP. Answers to deferred questions will also be issued on the Purchase Bureau web site as a written addendum to this RFP.

### 1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>August 17, 2004</b>
<b>TIME:</b>	<b>2:00 p.m.</b>
<b>LOCATION:</b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

### 1.3.5 DOCUMENT REVIEW ROOM

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The document review room will be located at:

NJ Department of Human Services, Quakerbridge Plaza, Building 5, First Floor, Hamilton Township, NJ 08619 and will be accessible from 9 a.m. to 4 p.m. on the following dates: July 1, 2004 through July 27, 2004.

Please call Francine Vitagliano at 609-588-4540 or email at [fran.vitagliano@dhs.state.nj.us](mailto:fran.vitagliano@dhs.state.nj.us) to schedule an appointment to visit the document review room.

The document review room shall contain the following information:

- POP Birthing Facility Training Guide
- POP County Child Support Agency's Training Guide
- POP Local Registrar's Training Guide
- POP Call Center Procedures
- POP Procedures for Incomplete Certificates of Parentage
- POP Provision of Certificate of Parentage to Requesting Party Procedures
- POP Procedures for On-site Installation, Support and Training
- POP Out-of-State Procedures
- POP Genetic Testing Procedures

**NOTE:** BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE DOCUMENT REVIEW ROOM. DHS WILL NOT PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE DOCUMENT REVIEW ROOM. HOWEVER, BIDDERS ARE PERMITTED TO BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS.

#### **IMPORTANT NOTE:**

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING THE DOCUMENT REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be aware of all addenda related to this procurement.**

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

### 1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

### 1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### 1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### 1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

### 1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### 2.1 STANDARD DEFINITIONS

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

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Fully Loaded Firm Fixed Price (Labor Rate)** – For each Labor Rate proposed, 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 State unless there is a change in the scope of work.

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

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

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

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

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

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

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

**State** - State of New Jersey.

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

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**ACSES** - Automated Child Support Enforcement System is the State case registry which maintains and tracks information electronically for all child support cases in the State of New Jersey.

**COP** - Certificate of Parentage is the legal form to be used to voluntarily establish paternity in those cases where parents are unmarried.

**CSP** – CSP is the Child Support Program.

**DFD** - Division of Family Development within the New Jersey Department of Human Services.

**EBC** – The Electronic Birth Certificate System, implemented by the Department of Health and Senior Services, is a database of information collected in the hospital at the time of birth and distributed electronically to various government agencies, including the Paternity Opportunity Program (POP) Office, which need the information.

**IV-D** - Title IV-D of the Social Security Act is the program that funds and regulates the State child support programs. The purpose of this program is to locate non-custodial parents, establish paternity for children born out-of-wedlock, and obtain and enforce child support orders. In New Jersey, the Division of Family Development is the State, Title IV-D agency.

**OCSS** - Office of Child Support Services is the single State agency which administers the child support program in New Jersey. OCSS resides within the Division of Family Development which is part of the New Jersey Department of Human Services.

**POP** - Paternity Opportunity Program is New Jersey's hospital-based voluntary paternity acknowledgement program.

### **3.0 SCOPE OF WORK**

Should the contractor be new to this contract, it shall work with the previous contractor to transition all records and data, needed to fulfill the requirements of this contract, to its systems.

### **3.1 PROGRAM OPERATIONS**

3.1.1 The contractor shall be responsible for distributing the Certificates of Parentage (COP) form developed by the State to those birthing facilities, the county child support offices, the family divisions, probation offices, local registrars and other locations as designated by the Office of Child Support Services (OCSS).

3.1.2 The contractor shall follow current procedures, as approved by the State Contract Manager, for the collection and maintenance of a database of information obtained from the COPs and Electronic Birth Certificate (EBC) file transfer. Procedures will be provided to the contractor upon award of the contract. There are approximately 120,000 children born in New Jersey per year.

3.1.2.1 Birthing facility staff attempt to gather information on all births in New Jersey. This information is input to the EBC and electronically sent to the Contractor on a weekly basis

3.1.3 The contractor shall ensure that current procedures, as approved by the State Contract Manager, are followed to obtain voluntary signed paternity acknowledgment on the COP, in compliance with due process requirements for children born out of wedlock. Procedures and New Jersey's due process requirements will be provided to the Contractor upon award of the contract. Approximately 32,000 children a year are born out of wedlock in New Jersey.

3.1.4 The contractor shall provide statistical projections for the number of acknowledgments that shall be obtained for the first, second, and third, years of the contract. The methodology used for determining the projections must be identified in the procedures that the contractor will have developed for this contract.

3.1.5 The contractor shall ensure that current procedures, as approved by the State Contract Manager, are followed by which married parents will be asked to voluntarily provide the information requested on Sections I, II and III of the COP. Procedures will be provided to the contractor upon award of the contract.

3.1.6 The contractor shall ensure that current procedures, as approved by the State Contract Manager, are followed by which unmarried parents, who want to acknowledge paternity, will be asked to provide voluntarily the information requested on Sections I, II and III of the COP and sign the COP under mother's or father's signature, as appropriate, in the presence of a notary or witness. Identification, such as driver's license with a picture, must be presented to the notary or witness. Procedures will be provided to the Contractor upon award of the contract.

3.1.6.1 To guarantee a valid paternity establishment, the contractor shall ensure that current procedures are followed when a mother is married to someone other than the biological father of the child and the parents want to establish a voluntary paternity. In these cases, an Affidavit of Denial of paternity must be signed by the mother's husband and shall be made part of the file in order for a valid paternity establishment.

3.1.7 The contractor shall follow current procedures, as approved by the State Contract Manager, for assisting unmarried parents when unmarried parents choose to obtain genetic testing prior to signing a COP. Procedures will be provided to the contractor upon award of the contract.

3.1.7.1 A parent is an IV-D client, if he/she has filed an IV-D Application or been referred to the IV-D agency by the Welfare Board, to collect child support. If either parent is an IV-D client, the contractor shall inform the unmarried parents that arrangements must be made to use the State's genetic testing contract. The contractor shall assist the parents by coordinating the scheduling of the testing with the appropriate county welfare agency.

3.1.7.2 If neither parent is an IV-D client, the contractor shall inform the parents that genetic testing is available through the IV-D agency if one of the parties files an IV-D application. If the mother plans to file an IV-D application, the vendor shall assist the parents by coordinating the scheduling of the testing with the appropriate county welfare agency.

3.1.8 The contractor shall provide mailers to the birthing facilities, county child support offices, local registrars and other offices as designated by the IV-D agency in which the COPs will be mailed to the vendor.

3.1.9 The contractor shall screen each COP and determine if it is acceptable. Criteria for an acceptable COP will be provided to the contractor upon award of the contract.

3.1.10 The contractor shall follow-up on those COPs which are determined not to be acceptable, or are unsigned, following procedures as developed by the IV-D agency. Follow-up can be done by telephone or by mail. Follow-up must also be done on those cases in which genetic testing was requested and the results revealed a 95% probability. All follow-up actions must be recorded on the POP database and transmitted to the Automated Child Support Enforcement System (ACSES) on a weekly basis.

3.1.10.1 The contractor must work with the State to develop event codes that will identify follow-up actions taken by the vendor and a means to transmit this information to the ACSES database at the New Jersey Office of Information Technology (OIT) electronically on a weekly basis.

3.1.11 The contractor shall maintain all data elements in Attachment 7 on a database. The database shall allow the vendor to record any follow-up actions taken on the case. Federal regulations require that an individual be given multiple opportunities to voluntarily acknowledge paternity. The secure file transfer must meet the federal guidelines and standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Administrative Simplification requirements. Information on the HIPAA and HIPAA Administrative Simplification requirements can be found on-line at <http://www.cms.hhs.gov/hipaa/> and <http://aspe.os.dhhs.gov/admsimp/index.shtml>

3.1.12 On a weekly basis, the contractor shall send the file electronically to ACSES at OIT to be matched against the ACSES database as outlined in Section 3.2.4 of this RFP. The database and any software developed by the contractor under this contract shall be the property of the DFD and remain the property of the DFD, at such time as, Division of Family Development (DFD) requests termination or at the termination of this contract.

3.1.13 On a quarterly basis, the contractor shall send a file electronically to ACSES at OIT containing all births in New Jersey to be matched against ACSES in order to update place of birth information. This file transfer will be sent via a secure file transfer protocol that meets federal guidelines and the standards. The secure file transfer must meet the HIPAA and HIPAA Administrative Simplification requirements.

3.1.14 By October 15th of each federal fiscal year that ends September 30<sup>th</sup> of that calendar year, the contractor shall provide a file electronically to ACSES at OIT containing cases in which a COP was executed during the federal fiscal year.

3.1.15 By October 15th of each federal fiscal year that ends September 30<sup>th</sup> of that calendar year, the contractor shall provide a file electronically to ACSES at OIT containing all the out-of-wedlock births that occurred in New Jersey during the federal fiscal year. This file transfer will be sent via a secure file transfer protocol that meets HIPAA and HIPAA Administrative Simplification requirements.

3.1.16 The contractor shall be completely responsible for the electronic imaging functions, as described in Section 3.3, and shall include the associated cost in the contractor proposal. However, the contractor may subcontract the electronic imaging portion of the contract.

3.1.17 With the assistance of the State, the county child support agencies and other appropriate partners, the contractor shall design a means of obtaining and a method for maintaining the following genetic testing information on cases referred for testing by the POP Office:

- Where the genetic test was administered.
- The date the genetic test was completed.
- The results of the genetic test, positive or negative.
- A probability of 95% is acceptable as positive results.

3.1.18 The contractor must be available to answer staff questions regarding the collection and processing of the paternity acknowledgment information on 24 hours a day, seven days per week basis. This service must be provided by way of an "800" toll free telephone number.

3.1.19 The contractor must follow procedures, as approved by the State Contract Manager, for the exchange of paternity acknowledgements when a child is born in one state and his/her parents reside in another state. Procedures will be provided to the contractor upon award of the contract.

3.1.20 The contractor must provide monthly management reports to the State Contract Manager by the 5th calendar day of each month. These reports are as follows:

-The contractor must provide statistical reports regarding the number of signed, acceptable COPs obtained, as well as the number of live births, identifying married and unmarried parents. These statistics shall be broken down by birthing facilities and individual county child support offices. Individual and cumulative totals shall be provided, identifying each birthing facility and each child support office.

-The contractor shall provide a report, sorted by birthing facility, mother's name and mother's social security number, which lists those signed, acceptable COPs received. This report shall identify the date that the COP was signed and the date it was received in the POP Office. A statewide summary must also be provided. Both shall include total number of teen mothers.

-The contractor shall provide on a monthly basis, a report sorted by county child support agency, mother's name and mother's social security number, identifying signed COPs and genetic testing that resulted from a POP referral.

-The contractor shall provide, on a monthly basis, a report sorted by birthing facility, mother's name and mother's social security number which lists those births in which paternity was not established.

-The contractor shall provide, on a monthly basis, a report identifying minor parents. This report shall be sorted by age of the mother compared to age of father.

-The contractor must provide a report sorted by birthing facility, listing information on married parents. Information includes names and social security numbers of both parents and child's date of birth.

-The contractor shall provide a report of COPs, sorted by hospital, child's name and date of birth which lists the date the COP was received at the POP Office.

3.1.21 The contractor shall provide a quarterly tracking report, sorted by agency, for those entities designated by the State Contract Manager as a site where a COP may be executed. Entities include approximately 80 hospitals, 140 local vital statistics registrars and 21 child support agencies. The report shall list the number of COPs signed at each entity and the number of child support referrals made.

3.1.22 The contractor shall provide an annual summary report of the total number of out of wedlock births that occurred during the federal fiscal year (October 1 - September 30). The contractor shall provide this report by October 15th of each year.

3.1.23 The contractor shall ensure the confidentiality of all the information released to the vendor for the purposes of operating this program.

#### 3.1.24 Birthing Center Quarterly Payments

It is required that the contractor shall serve as a fiscal agent for the Division of Family Development (DFD) in the payment of incentives to 80 applicable hospitals/birthing centers. The generic steps in this process are as follows:

1. Hospitals and birthing center will send requests for payment to the contractor for each quarter.
2. The contractor shall verify the requests for payment, and require supporting documentation.
3. Discrepancies, if any will be reviewed.
4. The contractor shall send a request for payment to the Division of Family Development (DFD) for the quarterly aggregate.

5. The Division of Family Development (DFD) will send one check to the contractor.
6. Upon receipt of the State check, the contractor shall issue individual payments to the hospital and birthing centers.
7. The contractor shall do a quarterly reconciliation of hospitals per COP to the funds being paid by DFD.
8. All supporting documentation shall be maintained by the contractor for the State review and audit.

### **3.2 COLLECTING AND MAINTAINING DATA**

3.2.1 The contractor shall maintain information in accordance with procedures approved by DFD.

3.2.2 The contractor shall maintain a computer database with at least one file comprised of the data elements set forth in Attachment 7 titled "Data Elements on the Certificate of Parentage Data Base" ([Attachment 7](#)). The computer database developed by the contractor shall be the property of the Division of Family Development (DFD) and shall remain the property of DFD, at such time that DFD requests or at the termination of the contract. The State Office of Child Support Services (OCSS) shall have access to the information maintained by the contractor via personal computer.

3.2.3 Upon receipt of an acceptable COP and applicable genetic testing information, the contractor shall maintain the original paper copy in a file and ensure that electronic information is stored in the computer data base or has been updated to the computer data base as a result of the weekly EBC file transfer. The database maintained by the contractor shall hold the data elements listed under the Attachment titled "Data Elements on the Certificate of Parentage Data Base." The data base design shall allow follow-up actions taken by the contractor to be recorded in the electronic case file.

3.2.3.1 The contractor shall accept a weekly EBC file from the Department of Health and Senior Services (DHSS) containing information collected at the hospital. The contractor shall ensure that the weekly file is downloaded onto the Contractor database. The contractor shall ensure that the information on the database is accurately linked to the information on the imaging system for each birth in which a COP is signed.

The contractor shall negotiate the fee and terms of obtaining the EBC file with DHSS.

3.2.3.2 For those COPs completed at locations other than the hospital or when a hospital does not have the availability of the EBC system, the contractor shall input all information into the contractor database.

3.2.4 On a weekly basis, the contractor shall electronically send a file containing the past week's POP data base updates to OIT for matching against ACSES in the format determined by the IV-D agency. This file transfer will be sent via a secure file transfer protocol that meets HIPAA and HIPAA Administrative Simplification Requirements.

3.2.5 When directed by the county Child Support Program (CSP) unit, the contractor shall supply the original paper copy of the COP to the OCSS or one of the county child support offices within one working day.

3.2.6 The contractor shall ensure the confidentiality of all the information released to the vendor for the purposes of this program.

3.2.7 The contractor shall make available to the State all documents entered into the system. The State Contract Manager may request these documents on a periodic basis. The contractor is to maintain a repository of all original documents until formally requested by the State Contract Manager.

### **3.3 ELECTRONIC IMAGING**

The contractor shall maintain a State certified imaging system as set forth below on a service arrangement via contract with an imaging vendor that would include installation, testing and verification of all necessary upgrades to hardware, software, network and telecommunications components for the production imaging processing system. This service arrangement shall also provide for the imaging licenses required to allow State workers to access the imaging database. The contractor must assume full responsibility for the

successful operation of this imaging system. At the end of the contract, the contractor shall turn over all images to the State.

Bid Proposal Note: As part of its bid proposal, the bidder must describe how it will accomplish this turn over.

The contractor shall maintain a State certified Imaging Center in compliance with N.J.A.C. 15:3-4 and N.J.A.C. 15:3-5.

Information on setting up a State Certified Imaging Center is available at:

<http://www.state.nj.us/state/darm/links/recman.html>

The contractor shall be required to assist with the certification process as directed by the State.

The contractor shall maintain a secure connection from the contractor server to the DHS Network in compliance with HIPAA and HIPAA Administrative Simplification requirements. The contractor shall be responsible for all costs associated with connecting to the DHS Network.

Electronic imaging shall be used by the contractor for only those COPs in which a voluntary acknowledgment was obtained by a witnessed or notarized signature.

In cases where the mother is married to someone other than the biological father of the child, electronic imaging shall be used by the contractor for only those Affidavits of Denial that were obtained by a witnessed or notarized signature.

3.3.1 The contractor shall maintain and document a production imaging processing operation that is capable of supporting one-hundred (100) COPs per day or three thousand (3000) COPs per month and fifty (50) Affidavits of Denial per month.

Bid Proposal Note: Bidders must propose unit pricing to include all costs of providing this service on a per document basis. Cost per document shall include imaging and data storage.

3.3.2 System Design - a written detailed system design document shall be provided by the contractor showing a network plan, disaster contingency plan and security plan. Logical and physical diagrams shall be provided to the State Contract Manager within 30 days of contract award. The system shall be operational within 30 days of plan approval of the State Contract Manager. The document shall include:

#### 3.3.2.1 Network Plan

The contractor shall provide, within 30 days of contract award, and maintain two (2) communication links into the State of New Jersey. One of these links will be active and one will be a "hot" spare. These links shall terminate as follows:

##### Link 1

T1 speed or greater communication circuit shall be established from the contractor's data or communication center to the Department of Human Services Network Computer Center, 222 South Warren Street, Trenton, New Jersey 08608. This data circuit will provide the primary path and should terminate on the State of New Jersey side into the contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the DHS Extranet Partner access point at Capital Place One (firewall). The contractor must work with the New Jersey Department of Human Services to establish an Extranet Partner relationship. This would require completion of an Extranet Partner Form. In addition, the contractor staff must work with Department of Human Services Security staff to establish appropriate firewall rule sets to accomplish necessary business data flow.

In addition to the primary data path, the contractor will provide a dial backup line (Link 2).

##### Link 2

T1 speed or greater communication circuit shall be established from the contractor's data or telecommunication center to the Division of Family Development Office located at 12A Quakerbridge Plaza, Hamilton Township, New Jersey 08619. This data circuit will provide a secondary backup path and should terminate on the State of New Jersey side into the contractor-owned and maintained equipment, which in turn

would provide an Ethernet connection to the Redundant DHS Extranet access point at Quakerbridge (firewall). The awarded vendor shall work with the New Jersey Department of Human Services to establish an Extranet Partner relationship. This would require completion of an Extranet Partner Form. The contractor's staff must work with Department of Human Services Security staff to establish appropriate firewall rule sets to accomplish necessary business data flow. In addition, agreements and a disaster recovery plan will need to be established and in place to allow State of New Jersey network traffic to utilize the secondary path in the event of a failure within the primary data link or a failure in DHS equipment at Capitol Place One.

Once these data links are established and testing is completed, the Department of Human Services Network Computer Center will be the primary link to the contractor.

All batch transactions between systems will be confirmed by the receiving party, either the State or the contractor with a confirmation message, one per file transmission. In addition, the State will require that appropriate control procedures be implemented by the contractor to insure that all transmitted data was accurately and completely received so as to prevent the processing of incomplete and/or duplicate data.

### 3.3.2.2 Disaster Contingency Plan

The contractor shall provide a summary description of its disaster recovery plan, back-up and contingency plans within two weeks of the contract award date. A formal Disaster Recovery, Back-Up and Contingency Plan is a required system development deliverable. The plan must identify the prime and back-up equipment locations by street address and include a copy of disaster recovery plans.

The contractor shall provide back-up procedures to ensure the continuation of its operations in the event of a temporary or catastrophic disruption. Back-up procedures shall allow for access to the contractor's backup system, when the contractor's primary computer, system terminals, or communications are not operational.

The contractor shall establish policies and assign responsibilities to ensure appropriate contingency and disaster recovery plans are developed and maintained. Contingency planning consists of the advance plans and arrangements that are necessary to ensure continuity of the critical functions of the system. The contingency plan shall describe the actions to be taken, the resources to be used, the notification process and associated time frames, and the procedures to be followed before, during and after any event occurs that would render inoperative a function supportive to the system. The plan should also provide a description of personnel and their qualifications that will be responsible for back-up disaster recovery operations and management.

In the event of a disaster that impacts the availability of the contractor's primary data processing site, the contractor shall have a back-up location available for host processing and telecommunications network services. If the back-up processing location is not a "hot site", the contractor must identify how long it will take to switch to the back-up site. The telecommunications link between the contractor and the State's Data Center must be a switchable circuit. Two different telecommunications carriers for primary and back-up lines are required. The two (2) carriers must not share physical hubs.

The contractor's disaster recovery plan shall also include a State notification process as well as disaster declaration criteria and time frames that are acceptable to the State. The contractor shall notify the State immediately upon the contractor's decision to move to a disaster back-up site. If the contractor is providing the services to multiple states, the disaster recovery plan shall address the timing and order of recovery of New Jersey as compared to the other states being processed. The recovery of the New Jersey system shall not be delayed because the contractor is recovering other states' systems.

### State Systems

The contractor shall support the recovery of the State's POP system interface at a back-up site in the event of a disaster at the State's primary data center. This support shall consist of providing connectivity to the State's back-up site to support the transmission of data files and reports between the State and the Contractor. Initial support may consist of dial-up access until a more robust solution can be implemented. As a last resort, connectivity during the initial period of a disaster may consist of passing tape cartridges between the contractor and the State.

Following the declaration of a disaster by the State and movement to a back-up data center, the Contractor shall work with the State's technical staff to provide system support.

The State conducts annual disaster recovery testing and the contractor must participate in the testing process.

### 3.3.2.3 Security Plan

The document shall describe the administrative, physical, technical and systems controls to be used by the system. The contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the contractor's operations and control system. The contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the contractor apply to both the production and backup system.

The contractor will provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. Within the proposed system, the contractor will highlight security features.

In particular, the contractor shall:

-Describe how its system security measures, including anti-virus controls, will meet industry standards. It should include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses. The plan should also include a description of the firewall control process and intrusion detection methodology, vulnerability assessments, and a database risk assessment, as well as detail on "hardening" of the operating system;

-Describe how its proposed system addresses security measures regarding communication access, message validation, and administrative and operational control measures.

-Describe how the contractor will assure data integrity of all stored data and the electronic images, and for security of all files from unauthorized access. The Contractor must assure inquiry only access of authorized county and State users to image files, and limit such access only to authorized users. The contractor must assure inquiry only access of authorized State users to the stored data, and limit such only to authorized users.

3.3.3 The contractor shall provide the Department of Health and Senior Services (DHSS) with a work station which shall allow authorized DHSS personnel personal access to imaged information.

3.3.4 The contractor shall expand access to the imaging system to the 21 Judiciary probation divisions for child support enforcement.

3.3.4.1 The contractor shall train the 21 Judiciary probation divisions on using the imaging system and configure worker personal computers to enable access to the system.

3.3.4.2 The contractor must provide methodologies for assuring data integrity, proper conversion and indexing of all source materials, including verification and correction, methods of retention of imaged data, backup, security, operations support and assuring timely conversion within three days of COP preparation.

## 3.4 OUTREACH

3.4.1 The contractor may develop an outreach plan for the Paternity Opportunity Program (POP) that complements the objectives of the OCSS.

3.4.1.1 The contractor-provided plan shall include outreach to target community groups and organizations and educational entities.

3.4.1.2 The contractor shall provide technical assistance to the DFD advertising contractor for the development of a public service announcement and arrangement for airtime.

3.4.1.3 The contractor shall provide technical assistance to the DFD advertising contractor in writing and arranging for the publication of POP articles in local and regional newspapers.

3.4.2 Over the life of the contract, retraining in the administration of the POP Program for the birthing facilities and the prenatal clinics and other designated agencies may be required. The State Contract Manager must approve this training.

3.4.3 The contractor shall assist the DFD advertising contractor to develop and distribute public awareness materials targeting teens, to include a POP brochure and video for the term of the contract.

3.4.4 The contractor shall develop in conjunction with the DFD advertising contractor, as necessary, new informational materials when a program change or enhancement would warrant such materials.

### **3.5 DEVELOPMENT OF A PROCEDURAL MANUAL**

The development of a child support processing procedural manual which is driven by the information collected through POP and in compliance with HIPAA and the Child Support regulations, N.J.A.C. 10:110 et. seq., would be a valuable tool for child support workers. Over the last eight years of POP operations, it has been found that POP information is used at critical points in the child support process. Data collected through POP is very useful as a location source and documentation obtained by POP establishes the legal status of a case and assists in the court process. Therefore, POP information does play a role in satisfying the other child support requirements. The contractor, in consultation with the State, shall develop a step-by-step procedural manual outlining how to use this vital information to facilitate a more efficient and effective process.

3.5.1 The contractor shall develop a procedural manual, in compliance with HIPAA and the Child Support regulations, N.J.A.C. 10:110 et. seq., that outlines the step-by-step actions to be taken in the processing of a child support case and identifies possible use of POP information in each critical phase.

3.5.2 The contractor shall provide a schedule, starting within 30 days of contract award, including tasks and sub-tasks to be completed for this work.

3.5.3 The contractor shall solicit the input of the county child support agencies, the family divisions and the probation divisions in the development of the procedural manual.

3.5.4 The contractor shall be responsible for training the county child support agencies, family divisions, probation divisions and the State Office of Child Support Services. Training shall include retrieving the image documents and COP procedures.

3.5.4.1 On a quarterly basis, the contractor shall evaluate the need to provide training to newly hired county and state child support staff. When it is determined that training is needed, with the approval of the State Contract Manager, the contractor shall coordinate and provide group training at a centralized location.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit seven **(7) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Attachment 5</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### 4.4.1.4 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 4). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 4). Failure to submit the required forms shall result in a determination that the bid is materially nonresponsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

#### 4.4.1.5 BID BOND

Not applicable to this procurement.

#### 4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

- A plan for processing the Certificate of Parentage (COP) from distribution to receipt, to data entry to imaging, including methods of quality assurance, reporting, staffing and training.
- An information technology system network plan.
- An information technology system disaster contingency and recovery plan.
- An information technology system security plan.
- A plan for outreach to participating agencies.
- A plan for the development of the procedural manual.

#### 4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### 4.4.2.2 CONTRACT MANAGEMENT

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

#### 4.4.2.3 CONTRACT SCHEDULE

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

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### 4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of 30 days from notification of contract award.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of 30 days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation following notification of contract award.

**NOTE:** The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

In order to fully implement the contract by the required start date, the bidder must submit its plan for recruitment of staff, both staff required during mobilization and implementation, and staff necessary to provide all services required by the RFP.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. during the implementation period and balance of the contract term.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

#### 4.4.2.5 POTENTIAL PROBLEMS

The bidder should 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 solution.

#### 4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### 4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

#### **4.4.3.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include two names and addresses for each reference together with a person to contact for a reference check and a telephone number.

#### **4.4.3.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.3.6 EXPERIENCE OF BIDDER ON 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 the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the names and telephone numbers of two contact persons for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### 4.4.3.8 SUBCONTRACTOR(S)

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

In accordance with Federal regulations, bidders must submit their cost proposal (the price sheets) in a separate binder. It is not to be included in the bidder's technical proposal.

## **5.0 CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Contractual Terms and Conditions take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#).

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Contractual Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

The contract resulting from this solicitation is subject to prior written Federal approval. The Office of Child Support Services shall provide the United States Department of Health and Human Services (DHHS) with access to the system in all of its aspects, including design developments, operation, and cost records of contractors and subcontractors at such intervals as are deemed necessary by DHHS to determine whether the conditions for approval are being met and to determine the efficiency, economy and effectiveness of the system.

### **5.2 PERFORMANCE BOND**

Not applicable to this procurement.

### **5.3 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### **5.4 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### **5.5 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## 5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## 5.7 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## 5.8 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the 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 the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.9 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

## 5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

#### 5.11 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 State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, 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 Agreement, 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 any copyrights, registrations and any other proprietary rights that may be available. In accordance with 45 CFR 97.617(b), the United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, 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 contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

#### 5.12 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

#### 5.13 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

#### 5.14 ADVERTISING

The contractor shall not use the State'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 Director.

## 5.15 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager 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 bid proposal.

## 5.16 CLAIMS AND REMEDIES

### 5.16.1 CLAIMS

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

### 5.16.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.16.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## 5.17 LATE DELIVERY AND LIQUIDATED DAMAGES

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

## 5.18 RETAINAGE

The amount of retainage is noted on the RFP cover sheet ([Page 3 of this RFP](#)). The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

## 5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

## 5.20 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## 5.21 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## 5.22 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

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

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

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

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

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

## 5.23 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.23.1 The contractor will be paid as follows:

- per acceptable COP image and data stored on unmarried parents
- per information collected and data stored on all other parents

5.23.2 The contractor shall serve as a fiscal agent.

The contractor shall serve as a fiscal agent for the Division of Family Development in the payment of incentives to all applicable hospitals and birthing centers as outlined in RFP Section 3.1.2.4. The contractor shall send a request for payment to the Division of Family Development (DFD) and a back-up report by birthing facility, listing the cases in which a COP was signed for the quarterly aggregate. Upon review and approval, the DFD will send to the contractor, one check for the entire quarterly payment made by the contractor to the birthing facilities.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### 6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#).

### 6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

## 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)
7. [Data Elements on the Certification of Parentage Data Base](#)

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**COMPLETE ALL QUESTIONS BELOW**

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN/SSN#: \_\_\_\_\_

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

---

**Signature of Bidder**

---

**Name (Type or Print)**

---

**Title Name (Type or Print)**

---

**Name of Company Name (Type or Print)**

---

**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [     ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [     ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR
14. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

**ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS**

**REQUIRED SUBMISSION**

STATE OF NEW JERSEY  
DIVISION OF PURCHASE AND PROPERTY (DPP)

**NOTICE OF INTENT TO SUBCONTRACT FORM**

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Citation Number:	Citation Title:
Name and Address:	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
(Signature) (Title) (Date)



## ATTACHMENT 5 - PRICE SCHEDULES

### PATERNITY ACKNOWLEDGEMENT PROGRAM HOSPITAL-BASED CERTIFICATION PROGRAM & DATABASE DIVISION OF FAMILY DEVELOPMENT

**Bid Number 04-X-36161**

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables.

### Price Schedule

Line No.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE CERTIFICATES OF PARENTAGE PER RFP SECTION 3.0, SCOPE OF WORK. ***** YEAR ONE *****</p> <p>BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE ONE (1) CERTIFICATE OF PARENTAGE IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	28,800	EACH	\$	\$
2	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE CERTIFICATES OF PARENTAGE PER RFP SECTION 3.0, SCOPE OF WORK. ***** YEAR TWO *****</p> <p>BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE ONE (1) CERTIFICATE OF PARENTAGE IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	28,800	EACH	\$	\$

3	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE CERTIFICATES OF PARENTAGE PER RFP SECTION 3.0, SCOPE OF WORK.  ***** YEAR THREE *****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND IMAGE ONE (1) CERTIFICATE OF PARENTAGE IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	28,800	EACH	\$	\$
4	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE PARENT DATA FILES PER RFP SECTION 3.0, SCOPE OF WORK.  ***** YEAR ONE *****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE ONE (1) PARENT DATA RECORD IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	101,200	EACH	\$	\$
5	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE PARENT DATA FILES PER RFP SECTION 3.0 SCOPE OF WORK.  ***** YEAR TWO *****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE ONE (1) PARENT DATA RECORD IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	101,200	EACH	\$	\$

6	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE PARENT DATA FILES PER RFP SECTION 3.0, SCOPE OF WORK.  *****YEAR THREE*****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROCESS AND ELECTRONICALLY STORE ONE (1) PARENT DATA RECORD IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	101,200	EACH	\$	\$
7	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PROCEDURAL MANUAL PER RFP SECTION 3.0, SCOPE OF WORK.  *****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE A PROCEDURAL MANUAL IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.</p>	1	EACH	\$	\$
8	<p>ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO CONVERT ALL EXISTING IMAGES FROM CURRENT CONTRACTOR'S IMAGE SYSTEM TO NEW CONTRACTOR'S IMAGE SYSTEM.  *****  BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO CONVERT ONE (1) IMAGE TO ITS IMAGE SYSTEM.</p>	230,400	EACH	\$	\$

9	ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO CONVERT ALL EXISTING ELECTRONIC PARENT DATA RECORDS FROM THE CURRENT CONTRACTOR'S DATA SYSTEMS TO THE NEW CONTRACTOR'S DATA SYSTEM. ***** BIDDER MUST ENTER THE ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO CONVERT ONE (1) PARENT DATA RECORD TO ITS DATA SYSTEM IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.	809,600	ONE	\$	\$
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Note: Price lines 8 and 9 are for the transition to a new contractor only.

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

**ATTACHMENT 6 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution       Regulations/Laws  
 Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

**ATTACHMENT 7 - DATA ELEMENTS ON THE CERTIFICATE OF PARENTAGE**

***Child Information***

Child's name

Child's date of birth

Child's sex

Birthing facility name

Birth City and State

***Mother's Information***

Mother's name

Mother's social security number

Mother's date of birth

Mother's birthplace

Marital Status

Mother's maiden name

Mother's married name(s)

Mother's address

Mother's occupation

Employer's name

Employer address

Health insurance information (name of company, policy #)

Informant's name

Relationship to child

Signed in birthing facilities

Date signed

***Father's Information***

Father's name

Father's social security number

Father's date of birth

Father's birthplace

Father's address

Father's occupation

Employer's name

Employer address

Information source

Health insurance information (name of company, policy #)

Informant's name

Relationship to child

Signed in birthing facilities

Date signed

***Follow-up***

Follow-up date

Follow-up action taken

Result of follow-up

***Status***

Status date

Current Status

Approved

Pending

Paternity not established

Rejected

Rejection reason

Married parents

Rescinded

***Genetic Testing Information***

Date of test

Test results

Date of genetic testing referral by POP Office

County child support office where test was administered

Private genetic testing site referred to

## APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEVV JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily Injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

**3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  - 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  - 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

**4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard card. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

**APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

**NOTICE TO ALL BIDDERS**  
**SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.