



State of New Jersey

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DIVISION OF PURCHASE AND PROPERTY
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May 7, 2013

To: All Interested Bidders

Re: **RFQ #776799S**
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Bid Due Date: May 14, 2013 (2:00 p.m.)

ADDENDUM #1

The addendum is divided into two parts:

Part 1: Answers to Questions

Part 2: Additions, Deletions, Clarifications and Modifications

PART 1

Answers to Questions

Note: Some of the questions may have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFQ page number(s) and section where applicable.

#	Page #	RFQ Section Reference	Question	Answer
1	P 10	3.1.1 Proposed Schedule	We respectfully request that the State clarify that the "Contract is awarded" when the contract has been signed by both the Contractor and the State since working prior to contract signature puts substantial risk on the selected bidder.	The Bidder will be notified when the contract is awarded. The Bidder will not start work prior to being notified that the contract has been issued.
2	P 10	3.1.2 Contractor Staffing	Please confirm that the following statement in the RFQ "The Contractor shall not substitute or replace staff assigned to the Contract without prior approval of the State" does not apply to replacements resulting from circumstances beyond the Contractor's reasonable control such as but not limited to illness, termination of employment, Family Medical Leave, etc.	The requirements are as written in the RFQ with no exceptions. The State's approval will not be unreasonably withheld, but the State must be notified prior to replacements or substitutes.
3	P 12	3.2.3.1. Cloud Computing Business Process	So that we may bid our Cloud services, will the State please add SIN 132-52 to the RFQ?	To bid Cloud services under the GSA schedule the State will add SIN 132-52 to the RFQ.

		Management ("BPM") System		
4	P 13	3.2.3.1.2 (d) The Contractor shall deliver a BPM system.	Does the scope of this contract include scanning, storing, retrieval and management of physical paper documents/images that are part of the program, or, is the scope of content management limited to PDF and other documents received electronically?	Yes, the scope of this RFQ includes scanning, storing, retrieval and management of physical paper documents and/or images that are part of the program.
5	Pp 13-14	3.2.3 Project Components	Can the State provide the interface specifications and technical architecture for the interfaces to the 8 legacy systems defined in section 3.2.3.1.2.2 of the RFP?	They will be provided to the successful bidder upon start of work. Note, the systems required by the State Action Plan are being developed or will be developed.
6	P 14	3.2.3.1.2 (2,9) Project Components	Can you please confirm that if the contractor establishes the SIROMS Helpdesk in the NJ DCA location, the State will make Phone lines available to the contractor to use for the help desk at no charge to the contractor	If the contractor is required to establish the SIROMS Helpdesk in a NJ DCA location by the State Contract Manager, the State will make Phone lines available to the contractor to use for the help desk at no charge to the contractor.
7	P 14	3.2.3.1.2 (6) Project Components	The RFQ states that the contractor's technologies shall feed data to public facing websites and transparency websites. Please confirm that any website development effort associated with any of the above mentioned websites is not within the scope of this contract.	This confirms that the contractor's technologies shall feed data to public facing websites and transparency websites, and that any website development effort associated with any of the above mentioned websites is not within the scope of this contract.
8	Pp 19,21	3.2.3.4.5 Professional Services (p19) 3.2.3.5.1 IT Practices, Data Security, and Integrity(21)	Given the need to comply with many laws, regulations and policies where compliance may at times be subjective, in order to provide an objective basis of evaluation, would the State be willing to consider a task during project start up whereby the corresponding requirements are detailed and agreed upon?	No. The requirements are as written in the RFQ with no exceptions.
9	P 21	3.2.3.6.4 Functional Requirements	Can you provide what sort of resource tracking for the various items listed?	See Part 2, Item 2 for clarification.
10	P 26	3.3.10 PROJECT CLOSEOUT	Upon contract expiration or termination, we would not have a valid contractual vehicle under which to procure and provide software, Cloud or other services to the State. We can, however, prior to contract expiration, procure for the State forty (40) user licenses that would be valid for three years. Additionally, should the State wish to retain access to the Cloud beyond the contract term stated	The bidder shall provide a cost component in Exhibit 1 – Rate Schedule (Miscellaneous) to maintain the service in the cloud for three one year options exercisable by the State. See Part 2, Item 4.

			in the RFQ, we would need to put in place a contract with mutually agreeable provisions including pricing. Please confirm that the State will revise the RFQ requirements accordingly.	
11	P 27	3.4.3 Hosting and Backup Services	<p>a) Per section 3.4.3, must the solution be hosted on contractor's private cloud?</p> <p>b) Will solutions that use a 3rd party public cloud be permitted?</p>	<p>a) No.</p> <p>b) Yes, as long as the 3rd party public cloud solution is a segregated government cloud that meets federal and State security requirements.</p>
12	P 33	3.4.7 Assessment/Plans	All of our staff and subcontractors are bound by confidentiality agreements. Would the State be willing to consider receiving copies of those agreements in lieu of having the staff sign State provided Confidentiality and Non-Disclosure Agreements?	The requirements are as written in the RFQ with no exceptions.
13	P 33	3.4.7 Assessment/Plans	Due to the confidential nature of the information contained in background check materials, our clients allow us to control the background check process with the understanding that the only staff we will assign to the engagement are those staff who have received a "pass" rating on the our standard criminal searches . This alleviates responsibility and risk to the client associated with the possession of such highly sensitive and confidential information. Please confirm that as we have done in the past with the State, that this approach will be satisfactory.	Yes, if the Contractor can demonstrate that its standard criminal searches meet the requirements in section 5.9.2.
14	P 39	4.2.1.6.1 Small Business Subcontracting Set-Aside Contracts	If a subcontractor does not have their New Jersey business registration completed by proposal submission, will the State be willing to accept that the Subcontractor business registrations will be completed by the time of contract signature.	Contractor shall secure its business registration on-line within 48 hours of receipt of a letter of intent and provide a copy of same to the Procurement Specialist on the next business day, but prior to contract award.
15	P 44	4.2.4.5 Experience and Performance of the Bidder on Contracts of Similar Size and Scope	The RFP requests past performance for CDBG-DR. We have full-lifecycle grant expertise and have a lot of experience with block grants. Does this preclude us from being able to bid on this project?	CDBG-DR experience is required. This experience shall be from either the bidder or subcontractor or combination thereof.
16	P 44	4.2.4.5 Experience and Performance of the Bidder on Contracts of Similar Size and Scope	Regarding paragraph D on page 44 of the RFQ specifying the bidder's CDBG-DR experience, would it be sufficient if the CDBG-DR experience resided with a subcontractor? Additionally, if subcontractor	<p>See answer to Question 15.</p> <p>The experience must be with the bidder or subcontractor to satisfy this requirement. It cannot be the experience of employees while</p>

			experience is sufficient, would this requirement be met if the subcontractor's organizational experience did not meet the requirement of implementing DR projects in excess of \$500 million but rather currently employs multiple full-time employees with such experience on the State and Federal levels?	working for other vendors.
17	P 55	5.13.2 Remedies	What is the missing word from 5.13.2 Remedies, as shown below: Nothing in the shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.	See Part 2, Item 1 for clarification.
18	P 56	5.15 Retainage	Because retainage is intended to incent the contractor to properly and timely perform, please confirm that "completion" as it is used in the context of retainage release means a mutually agreed project milestone prior to contract expiration.	See Part 2, Item 7 for modification.
19	P 57	5.17.1 Indemnification	<p>In accordance with our current experience with the State and standard commercial practices as well as other similar contracts with other state governments, we request that the State revise the limit of liability to be more consistent with other State contracts and not exceed the greater of (a) contract value or (b) 200% amounts paid under the contract.</p> <p>Additionally, consistent with other contracts that include software license and maintenance and hardware purchases, as well as the possibility of multiple discrete task orders, we would expect the expression of the limitation of liability to be separately stated to more appropriately reflect the nature of the service and associated allocation of risk.</p>	<p>The State will modify the indemnification provision from 500% to 200% otherwise the requirements are as written in the RFQ with no exceptions.</p> <p>See Part 2, Item 3.</p> <p>In addition see Part 2, Item 6 for a change in wording for 5.17.1</p>
20	P 58	5.17.2 Insurance - Professional Liability Insurance	As a matter of policy we do not disclose copies of our insurance policies as they contain confidential information and endorsements not relevant to the scope of work contemplated under this RFQ. Will the State accept certificates as the industry standard form of evidence of	Section 4.2 of the NJSTC requests that the contractor provide certificates of insurance for all coverage and renewals.

			insurance or other alternatives which would address the specific concerns prompting this requirement?	
21	N/A	N/A	Is this procurement open to Vendors in the GSA Co-op Program?	Yes.
22	N/A	N/A	Can this contract be used by other State Agencies (besides NJ DCA) to deliver Disaster Relief services? If so, please confirm our assumption that the State will add necessary funding/hours to the contract.	No.
23	N/A	N/A	Do subcontractors have to submit financial statements? If yes, and if subcontractors do not have financial statements, what alternatives will the state consider?	No.
24	N/A	N/A	Is the State open to a solution that may require two or more cloud/ASP based providers such as one for the overall application and another for the service desk management?	Yes, subject to the security requirements of the RFQ.
25	N/A	N/A	Has the State already invested in a BPM tool or should the contractor bring forth a solution in our proposal?	No, the RFQ requires that the Contractor provide this tool.
26	N/A	N/A	Is there a list of intended business process that the State seeks to enable in a BPM tool?	No the RFQ requires that the BPM tool serves all business processes required to be delivered under the State Action Plan and as amended from time to time.
27	N/A	N/A	Is it the State's requirement that the bidder manage an application solution for overall BPM and transactions management in a hosted environment and address the data integration requirements and Business Intelligence reporting in the State's current EDW infrastructure? If that is the case, can the bidder utilize the State's current infrastructure for BI reporting tools (whether Cognos or SAP Business Objects)?	It is the State's requirement that the proposer manage an application solution for overall BPM and transactions management in a hosted environment and address the data integration requirements and Business Intelligence reporting in the cloud but consistent with the State's current EDW infrastructure and reporting tools. The application and the EDW shall be set up in a manner that can be transferred to the State infrastructure or State cloud if directed by the State Contract Manager.
28	N/A	N/A	Is the State open to the bidder utilizing the State's current content and document management system to manage required documents? Is so, what is the current document management platform?	No. It is intended that the contractor establish a document management system that conforms to State requirements and can be transferred to the State document management platform if directed by the State Contract Manager.
29	N/A	N/A	Would the State consider a solution	No. There will be one Contractor

			where it would maintain a contractual relationship with a host cloud provider and a separate contractual relationship with a professional services provider?	responsible for delivering all the products and services required by this RFQ.
30	N/A	N/A	Has the State already invested or have plans to invest in data warehouse and business intelligence tools such as SAP? If yes, should the contractor assume that this is the technology that should be utilized?	It is the State's requirement that the Contractor build the data warehouse in the Cloud capable of being managed by business management tools such as SAP Business Objects and Cognos. The application and the EDW shall be set up in a manner that can be transferred to the State infrastructure or State cloud if directed by the State Contract Manager.
31	N/A	Exhibit 1 Rate Schedule	<p>Based upon our understanding of the scope of work and the expertise required to deliver the scope of work, business expertise is critical to success.</p> <p>For example :The contractor is required to validate program data. Due to the number applications and projects proposed in the Action Plan, a 5% data sampling could not be managed by the 7,012 hours assigned to the Accountant and CDBG Specialist.</p> <p>Will the State be willing to consider supplementing the hours in the following labor categories to ensure the availability of adequate business expertise on the SIROMS project</p> <p>Senior Business Consultant : 20,000 supplemental hours</p> <p>CDBG-Specialist : 6000 supplemental hours</p> <p>Accountant : 12000 supplemental hours</p>	<p>The rate schedule shall be revised to add the hours to the Labor Categories as indicated in the question.</p> <p>See Part 2, Item 5.</p>

PART 2

Additions, Deletions, Clarifications and Modifications to the RFQ

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	P 55	5.13.2 REMEDIES	Delete paragraph one and replace with the following: Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
2.	P 21	3.2.3.6.4 FUNCTIONAL REQUIREMENTS	Delete the word resource in the first line and the sentence shall read: Contractor shall work with the State to create business and technical requirements and implement capabilities for the tracking of:
3.	P 57	5.17.1 Section 4.1 INDEMNIFICATION	Delete 500% in the first paragraph and replace it with 200%.
4.		Exhibit 1 – Rate Schedule – Other Direct Costs	Added under Miscellaneous: Price to the State for each of three (3) one-year options to maintain and operate the system in the cloud after completion of the initial contract term of two (2) years.
5.		Exhibit 1 – Rate Schedule	The following IT Labor Categories labor hours have been adjusted as follows: Senior Business Consultant : added 20,000 supplemental hours CDBG-Specialist : added 6,000 supplemental hours Accountant : added 12,000 supplemental hours
6.	P 57	5.17.1 Indemnification	Delete first sentence under the Section title and replace with the following: Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:
7.	P 56	5.15 RETAINAGE	Delete the second sentence and replace the following: The State will retain ten percent (10%) of each amount invoiced for a period of thirty (30) days after payment.



Request for Quotation

For:

Sandy Integrated Recovery Operations and Management System ("SIROMS")

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFQ Section 1.3.1 for more information.)	05-02-13	4:00 PM
Quotation Submission Date (Refer to RFQ Section 1.3.2 for more information.)	05-14-13	2:00 PM

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

RFQ Issued By

Using Agency/Agencies

State of New Jersey

New Jersey Department of Community Affairs

Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Date: April 25, 2013

Table of Contents

1.0	INFORMATION FOR BIDDERS	5
1.1	PURPOSE AND INTENT	5
1.2	BACKGROUND	5
1.3	KEY EVENTS.....	6
1.3.1	QUESTION AND ANSWER PERIOD.....	6
1.3.2	SUBMISSION OF QUOTATION.....	6
1.4	ADDITIONAL INFORMATION	6
1.4.1	BIDDER RESPONSIBILITY	6
1.4.2	COST LIABILITY	6
1.4.3	CONTENTS OF QUOTATION	7
1.4.4	JOINT VENTURE	7
2.0	DEFINITIONS.....	7
2.1	GENERAL DEFINITIONS	7
2.2	CONTRACT SPECIFIC DEFINITIONS.....	9
3.0	SCOPE OF WORK	9
3.1	EXPECTED BENEFITS	9
3.1.1	PROPOSED SCHEDULE.....	10
3.1.2	CONTRACTOR STAFFING	10
3.1.3	CONTRACTOR LOGISTICS	11
3.1.4	ROLE OF STATE TECHNICAL STAFF AND KNOWLEDGE TRANSFER	11
3.2	FUNCTIONAL REQUIREMENTS	12
3.2.1	BUSINESS OBJECTIVE	12
3.2.2	STAKEHOLDERS	12
3.2.3	PROJECT COMPONENTS	12
3.3	TASKS AND DELIVERABLES.....	23
3.3.1	PROJECT INITIATION	23
3.3.2	PROJECT MANAGEMENT	23
3.3.3	PROJECT COMPONENT MANAGEMENT PROCESS AND COSTS	24
3.3.4	QUALITY MANAGEMENT	25
3.3.5	DOCUMENTATION.....	25
3.3.6	TRAINING	25
3.3.7	SYSTEM TESTING	25
3.3.8	USER ACCEPTANCE	26
3.3.9	IMPLEMENTATION.....	26
3.3.10	PROJECT CLOSEOUT	26
3.3.11	SUPPORT AND MAINTENANCE	27
3.4	TECHNICAL ENVIRONMENT	27
3.4.1	STATE TECHNOLOGY REQUIREMENTS AND STANDARDS	27
3.4.2	SYSTEM DESIGN	27
3.4.3	HOSTING AND BACKUP SERVICES.....	27
3.4.4	EXTRANET PLAN	28
3.4.5	TRANSMISSION OF FILES	29
3.4.6	WEB SITE DEVELOPMENT STANDARDS	30
3.4.7	ASSESSMENTS/PLANS.....	30
3.4.8	SYSTEM PERFORMANCE, AVAILABILITY AND RELIABILITY	34
3.4.9	AUTOMATED RECORDS MANAGEMENT/STORAGE SYSTEMS AND RELATED SERVICES	35
3.5	EXPENSES AND REIMBURSEMENTS	36
3.5.1	TRAVEL EXPENSES AND REIMBURSEMENTS.....	36
3.5.2	OTHER DIRECT COSTS	36
4.0	QUOTATION PREPARATION AND SUBMISSION	37
4.1	GENERAL.....	37
4.1.1	SUBMISSION INSTRUCTION	37

4.2	QUOTATION CONTENT	37
4.2.1	FORMS, REGISTRATIONS AND CERTIFICATIONS.....	38
4.2.2	PRICING.....	41
4.2.3	TECHNICAL QUOTATION	41
4.2.5	RATE SCHEDULE	46
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	47
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	47
5.2	CONTRACT TERM AND EXTENSION OPTION.....	48
5.3	CONTRACT TRANSITION	48
5.4	CONTRACT AMENDMENT	48
5.5	CONTRACTOR RESPONSIBILITIES.....	48
5.6	SUBSTITUTION OF STAFF	48
5.7	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	49
5.8	OWNERSHIP OF MATERIAL	49
5.9	SECURITY AND CONFIDENTIALITY	50
5.9.1	DATA CONFIDENTIALITY	50
5.9.2	SECURITY STANDARDS	51
5.9.3	FEDERAL TAX INFORMATION SECURITY	52
5.10	NEWS RELEASES.....	54
5.11	ADVERTISING	54
5.12	LICENSES AND PERMITS	55
5.13	CLAIMS AND REMEDIES.....	55
5.13.1	CLAIMS	55
5.13.2	REMEDIES.....	55
5.13.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	55
5.14	TASK ORDER DELIVERABLES AND LIQUIDATED DAMAGES	55
5.15	RETAINAGE.....	56
5.16	SPECIAL PROJECTS	56
5.17	MODIFICATIONS AND CHANGES TO THE NJSTC	57
5.17.1	INDEMNIFICATION.....	57
5.17.2	INSURANCE - PROFESSIONAL LIABILITY INSURANCE.....	58
5.18	ELECTRONIC PAYMENTS.....	58
5.19	FORM OF COMPENSATION – INVOICING/PAYMENT.....	58
5.20	PROGRAM EFFICIENCY ASSESSMENT	59
5.21	ONGOING PROGRAM EVALUATION/RECOMMENDATIONS	59
6.0	QUOTATION EVALUATION	60
6.1	RIGHT TO WAIVE	60
6.2	DIRECTOR'S RIGHT OF FINAL QUOTATION ACCEPTANCE.....	60
6.3	STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES.....	60
6.4	STATE'S RIGHT TO REQUEST FURTHER INFORMATION	60
6.5	QUOTATION EVALUATION COMMITTEE	61
6.7	EVALUATION CRITERIA.....	61
6.7.1	TECHNICAL EVALUATION CRITERIA.....	61
6.7.2	BIDDER'S RATE SCHEDULE.....	62
6.7.3	TOTAL QUOTATION SCORE.....	62
6.7.4	QUOTATION DISCREPANCIES.....	62
6.8	NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	62
6.9	COMPLAINTS.....	63
7.0	CONTRACT AWARD	63
7.1	DOCUMENTS REQUIRED BEFORE CONTRACT AWARD.....	63
7.1.1	REQUIREMENTS OF PUBLIC LAW 2005.....	64
7.1.2	SOURCE DISCLOSURE REQUIREMENTS	64
7.1.3	AFFIRMATIVE ACTION	65
7.1.4	BUSINESS REGISTRATION	65
7.2	FINAL CONTRACT AWARD.....	65
7.3	INSURANCE CERTIFICATES	65
8.0	CONTRACT ADMINISTRATION	66

8.1	CONTRACT MANAGER	66
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES	66
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER	66

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (“RFQ”) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Community Affairs (“DCA”). The purpose of this RFQ is to solicit Quotations from qualified Bidders with demonstrated experience in providing information technology (“IT”) solutions for disaster recovery projects, which will allow the State to retain a Contractor to rapidly operate, and manage the Sandy Integrated Recovery Operations and Management System (hereinafter referred to as “SIROMS” or the “System”).

The intent of this RFQ is to award a contract to a responsible Bidder whose Quotation, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract, when deemed by the Director to be in the State’s best interest.

The State of New Jersey Standard Terms and Conditions (“NJSTC”), as well as the Community Development Block Grant Disaster Recovery (“CDBG-DR”) regulations and the New Jersey DCA CDBG-DR Action Plan (“Action Plan”), as approved by Department of Housing and Urban Development (“HUD”), shall apply to all contracts or purchase agreements made with the State of New Jersey (“State”).

SIROMS will be a fully functional turnkey IT solution that will allow the State to quickly deploy its CDBG-DR Program to assist State residents impacted by Superstorm Sandy. In responding to this RFQ, the Bidder shall bring sufficient depth of resources to ensure rapid implementation of the Action Plan and/or programs from other disaster recovery funding.

The System to be delivered will include a portal allowing other State Contractors and State Departments receiving CDBG-DR grants and any other disaster recovery funding to provide reports necessary to efficiently accomplish and fund their projects as provided for in the Action Plan. Among other things, SIROMS will collect and manage the reports and data to make payments under the program, file reports with the federal government, and provide the source data to State transparency sites and reporting dashboards. SIROMS will support the staff that will operate, manage, and monitor the program, including program managers, fiscal staff, auditors, and accountants.

The System will also compile the data required of other State Contractors and State Departments using uniform reporting standards and provide the processes to make payments, assure quality control, compliance, and maintain audit trails. The System will be web-based and housed in a secure cloud environment. It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for HUD grant funding and performed in accordance with HUD regulations, policies and guidance and that bidders meet the requirements contained in the specifications set forth in this RFQ.

1.2 BACKGROUND

On October 27, 2012, Governor Chris Christie signed Executive Order 104 declaring a state of emergency in New Jersey related to the impact of Superstorm Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Barack Obama declared a major

disaster for New Jersey, DR-4086, thereby qualifying New Jersey for federal disaster assistance funds. The Governor's Office designated DCA as the lead agency for use of the State's CDBG funds. As the lead agency, DCA was tasked with formulating and implementing the Action Plan. As the DCA moves into the recovery phase in the aftermath of the storm, it seeks quotations from Bidders to provide a technology solution as part of the Action Plan and any subsequent amendments.

1.3 KEY EVENTS

1.3.1 Question and Answer Period

Questions concerning this RFQ, shall be submitted, in writing via e-mail, to Vicente Azarcon, Procurement Specialist, at Vicente.Azarcon@treas.state.nj.us and **shall be received at or before 4:00 PM (Eastern Standard Time), on May 2, 2013**. Phone calls/faxes shall not be accepted.

Questions regarding the NJSTC and exceptions to mandatory requirements shall be posed during the Question and Answer period and shall also contain the Contractor's suggested changes.

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

1.3.2 Submission of Quotation

Quotations shall be submitted by **May 14, 2013 at or before 2:00 PM (Eastern Standard Time)**.

The State reserves the right to reject any and all Quotations received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a Quotation. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Bidders submitting Quotations in response to this RFQ. In the event that all Quotations are rejected, the State reserves the right to re-solicit Quotations.

1.4 ADDITIONAL INFORMATION

1.4.1 Bidder Responsibility

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

1.4.2 Cost Liability

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

1.4.3 Contents of Quotation

Subsequent to the Quotation submission opening, all information submitted by Bidders in response to this RFQ is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., and common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer (“BAFO”), Quotations will not be made public until after intent to award letter is issued.

Any proprietary and/or confidential information in your Quotation will be redacted by the State. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and/or factual basis for such assertion. The State reserves the right to determine, based on its sole discretion, what is proprietary or confidential, and will advise the Bidder accordingly. The location in the Quotation of any such designation shall be clearly stated in a cover letter. **The State will not honor any attempt by a Bidder to designate its entire Quotation as proprietary, confidential and/or to claim copyright protection for its entire Quotation.** In the event of any challenge to the Bidder’s assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

1.4.4 Joint Venture

If a joint venture is submitting a Quotation, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s Quotation. Authorized signatories from each party comprising the joint venture shall sign the Quotation. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report shall be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture shall also possess a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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 Quotation in response to this RFQ.

Contract – This RFQ, any addendum to this RFQ, and the Bidder’s Quotation submitted in response to this RFQ, as accepted by the State.

Contractor – The Bidder awarded the Contract resulting from this RFQ.

Director – Director of the Division of Purchase and Property, Department of the Treasury. By statute, the Director is the chief contracting officer for the State.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established by the Director to review and evaluate Quotations submitted in response to this RFQ and to recommend a Contract award to the Director.

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

May – Denotes that which is permissible, not mandatory.

Modification - Written clarification or revision to this RFQ issued by the Division of Purchase and Property.

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

Request for Quotation – The document that establishes the bidding and Contract requirements and solicits Quotations 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 material requirement will result in the rejection of a Quotation as non-responsive.

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

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

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

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFQ and will enter into a Contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Action Plan – The State submitted a CDBG-DR Action Plan, which is posted on DCA’s website at the following link:

<http://www.state.nj.us/dca/announcements/pdf/CDBG-DisasterRecoveryActionPlan.pdf>

CDBG – HUD’s Community Development Block Grant program.

CDBG-DR – HUD’s Community Development Block Grant–Disaster Recovery program.

DCA – New Jersey Department of Community Affairs.

Departments – State agencies, authorities, divisions, or other instrumentalities of the State, as identified in the Action Plan or otherwise designated by the State.

DRGR – HUD’s Disaster Recovery Grant Reporting system.

HUD – U.S. Department of Housing and Urban Development.

IT – Information Technology.

3.0 SCOPE OF WORK

3.1 EXPECTED BENEFITS

The benefits provided by the Contractor, shall include, but are not limited to the following:

1. The Contractor shall provide a full IT shared services platform including data services and operating environment with application development, technical and business process support, including rapid system and application design, implementation, management, and support (*i.e.* fiscal and IT), training, maintenance, remediation of issues, consulting, software development, and other professional services as directed by State Contract Manager for the System;
2. The Contractor shall develop a system to efficiently implement and monitor the use of CDBG-DR funds for Superstorm Sandy through the development of a business process management system including project and application tracking with built-in project and application workflow and data management;
3. The Contractor shall provide transparency concerning the use of these funds, as required by State and/or federal regulations;
4. The Contractor shall institute System and Project controls, management, delivery, and oversight of disaster recovery projects; and
5. The Contractor shall build and maintain a data warehouse where other State Contractors and Departments will enter all the required fiscal, program, and performance data pursuant to this RFQ. This data shall be accessible through Business Objects or a functional

equivalent tool for reporting on Project- Performance and determining their Project effectiveness.

3.1.1 Proposed Schedule

Upon the award of this Contract, the State will issue Task Orders as set forth in Exhibit 3. The Contractor shall supply a plan to complete Task Orders required in Exhibit 3 to be approved by the State Contract Manager. Starting immediately after the Contract is awarded, the Contractor and the State Contract Manager, or his designee, will hold weekly status meetings via conference call. The Contractor shall provide a detailed update on the Project's status and all outstanding issues currently being addressed by the Contractor. At the conclusion of each weekly status meeting, the Contractor shall prioritize the list of issues at the direction of the State Contract Manager.

Additionally, the Contractor shall be responsible for submitting weekly Project progress reports to the State Contract Manager. These progress reports must contain all important Project activities for the previous week, and outline goals for the following month. If necessary, revisions and updates to active Project plans will be communicated with this status report.

3.1.2 Contractor Staffing

The Contractor shall be responsible for staffing all positions under the Contract. These positions shall be filled by a variety of staff from the categories listed below. See Exhibit 1.

While the Contractor shall be responsible for recommending the final staff to fill positions under the Contract, the State shall be provided the opportunity to review the recommended staff resumes after Contract award. If the State informs the Contractor that it is not satisfied with the recommended employee or the performance of any employee on the Contractor's staff at any time, Contractor shall replace the individual with an equally or better qualified employee as quickly as possible, working with the State to effect a satisfactory transition. The Contractor shall not substitute or replace staff assigned to the Contract without prior approval of the State.

The Contractor shall provide staff for the positions shown in the following table:

Labor Category
Senior Project Director II
Senior Project Director I
Senior Technologist
Infrastructure Architect
Project Manager
Team Lead
Security Specialist
Senior Business Systems Consultant
Sr. Systems Programmer
Network Engineer
Database Administrator
System Administrator

Systems Programmer
Analyst/Programmer
Storage Engineer
Help Desk Manager
Application Developer II
Documentation Specialist
Operational Support Technician III
Application Operator II
Help Desk II
Help Desk I
Project Administrator
Operational Support Technician II
CDBG Regulatory Specialist
Accountant

The functional responsibilities and the minimum criterion for education and experience for State approval to fill these positions under the Contract are described in the labor category descriptions, attached hereto as Exhibit 2.

The actual staff hours assigned to the Project during any given week will vary. All staff hours must be approved by the State Contract Manager and will depend on the assistance required and the Project components being addressed.

3.1.3 Contractor Logistics

The Contractor shall perform a majority of the work on-site at the State's offices in Trenton, NJ. Some of the work may be performed at the Contractor's site. The Contractor shall be available to provide on-site support, as requested by the State Contract Manager or his designee. Schedules for on-site support shall be developed by the Contractor and will be approved by the State Contract Manager. Prior to performing on-site work, the Contractor shall be responsible for submitting all logistics requests regarding the on-site visit, including but not limited to office space, desks, telephones, network connections, parking, and phones to the State Contract Manager for approval. The Contractor shall be responsible for providing both on-site and remote logistics planning..

3.1.4 Role of State Technical Staff and Knowledge Transfer

The State will provide all technical staff resources necessary to satisfy the State's responsibilities throughout the duration of the Contract.

The State's technical staff resources will provide knowledge specific to the technical architecture required to support new or enhanced system components. The State will make the following key technical staff available as needed to satisfy the requirements of the Project:

- **State Contract Manager:** The State Contract Manager will be the primary point of contact for all communications between the State and the Contractor, and will be responsible for coordinating with the Contractor to conduct weekly status meetings and determine the priority of items to be addressed by the Contractor throughout the duration of the Contract.

- **Business Subject Matter Expert (“SME”):** The SME will work closely with both the Contractor’s Project Manager, and the State Contract Manager, and will participate in joint application design sessions to define functional requirements for any new or enhanced system components developed under this Contract. The SME will also support user acceptance testing of any new or enhanced system components developed under this Contract.

3.2 FUNCTIONAL REQUIREMENTS

3.2.1 Business Objective

The business objective of this Contract is to provide support and assist with the implementation of the Action Plan, so as to deliver disaster recovery services in a flexible, scalable, and efficient manner. The System will provide management and oversight capacity to the State of the programs being implemented by other State Contractors and State Departments. The System shall provide a full IT shared services platform including data services and operating environment with application development, technical and business process support including rapid system and application design, implementation, management, business processes, technical processes, and support (*i.e.* fiscal and IT), training, maintenance, remediation of issues, consulting, software development, and other professional services as directed by the State Contract Manager for the System.

3.2.2 Stakeholders

The primary stakeholders of the proposed Contract include:

- **State of New Jersey (including DCA):** The State will benefit from the development, support and maintenance of this System and as it assists in the recovery from Superstorm Sandy. The System maintained or enhanced under the Contract will support the State’s business processes and ensure timely delivery of services to the general public.
- **New Jersey Citizens and Businesses:** The System will provide a means of determining eligibility and providing assistance to the citizens and businesses of the State affected by Superstorm Sandy.

3.2.3 Project Components

3.2.3.1. Cloud Computing Business Process Management (“BPM”) System

- 3.2.3.1.1. The Contractor shall stand-up a full IT shared services platform including professional services and IT operating environment with application development, technical and business process support. Services shall include rapid system and application design, development, and deployment, implementation, management, business processes, and support for fiscal and IT processes training, maintenance, remediation of issues, consulting, software development, issue management, and other professional services as directed by the State Contract Manager for the System. Contractor shall provide a gap solution to capture data and support

operations from inception to the point when the IT shared services is in operational format. Data shall be captured in an easily transferable format and shall comply with all applicable regulatory and reporting requirements contained in this RFQ, as directed by the State Contract Manager, or otherwise required by State or federal statutes or regulations.

3.2.3.1.2. The Contractor shall deliver a BPM system.

1. The BPM system shall including all of the following components:
 - a. A process management engine designed to drive the progression of work in structured or unstructured processes or cases;
 - b. A graphical model-based environment for designing processes and supporting activities;
 - c. Capabilities to manage business rules to ensure regulatory and program compliance;
 - d. Content management capabilities to store files such as PDF documents and images in compliance with the record retention requirements established in 3.4.9 of this RFQ;
 - e. Internet-based interaction portals that allow staff and grantees to interact with the processes they are involved on;
 - f. Ability to link processes to the resources they control such as proposals, grant activities, grantees and fund disbursements;
 - g. Active analytics engine for monitoring performance in areas such as processes, resources, grant activities and fund balances;
 - h. Reporting to provide decision support for program stakeholders;
 - i. Exportable data in common formats for ETL processes and advanced analytics; and;
 - j. Management and administration.
2. The Contractor's chosen technologies shall use industry standard techniques to exchange data between other data systems.

As part of the Contract, the Contractor shall be responsible for developing, maintaining and improving the interfaces to the following:

- Accounts Receivable Cash Receipts Accounting System interface;
- New Jersey Comprehensive Financial System ("NJCFS");
- HUD Disaster Recovery Grant Reporting system ("DRGR");
- New Jersey Economic Development Authority ("NJEDA") ;
- New Jersey Housing Mortgage and Finance Authority ("NJMHMFA");

- New Jersey Department of Environmental Protection (“NJDEP”);
- System For Administering Grants Electronically (“SAGE”); and
- Other State Contractors/Departments enumerated in the Action Plan.

Those interfaces may include databases such as SQL or Oracle or the functional equivalent to be approved in advance by the State Contract Manager.

3. The Contractor’s chosen technologies shall have automated email notification capabilities as part of the business processes.
4. The Contractor’s chosen technologies shall have the capability to store the version history of documents loaded to the System.
5. The Contractor’s chosen technologies shall have an access control system that utilizes roles to control access to fields, pages, and documents.
6. The Contractor’s chosen technologies shall feed data to a public facing website(s), transparency websites, internal and external dashboards.
7. The Contractor’s chosen technologies shall store data in a format similar to the State’s existing systems.
8. Contractor shall provide a pre-configured helpdesk system for tracking issues involving BPM system end-user issues to be resolved by helpdesk staff. This solution will be web-based and allow end-users to track and be notified via email, updates and resolution of submitted issues. End-users and the helpdesk shall be able to create issues via the web-based interface.
9. The Contractor shall also maintain an IT service desk and incident management process, compliant with Infrastructure Technology Information Library (“ITIL”) standards. Service desk functions include registration, resolution, trend and root cause analysis, and problem management. There shall be monitoring and escalation procedures based on levels set in Section 3.2.3.4.14 that allow classification and prioritization of any reported issue as an incident, service request or information request. Requests shall be accepted by phone, email, or online web submission.

End-user satisfaction with the quality of the service desk and other IT services shall be measured and reported to the State Contract Manager at least twice each year. This report shall be a Contract deliverable. The report shall measure actual performance against expected services level as set forth in the Service Metrics Table found in Section 3.2.3.4.14 in this RFQ.

The service desk shall be staffed appropriately for agreed upon service levels and for the amount of user support projected to be required for existing systems. The service desk expects 150-180 tickets per day. The Contractor shall be able to scale service desk staff during critical outages, and just after planned system upgrades or maintenance.

Contractor shall train the service desk staff to understand the business functions provided by the System and the business processes that they support. As support

requests come from different parties, and some issues may be passed to subcontractors or to other State Contractors or Departments, the Contractor shall document the support process in detail. The documentation shall indicate process flow, interface points, and interaction between the various groups involved in user support, incident management, and issue resolution.

10. Contractor shall provide a system for tracking issues identified by the State for resolution by the Contractor. This solution shall be web-based and allow the State to track and be notified via email of updates, and resolution of submitted issues. The State and the Contractor shall be able to create issues via the web-based interface. This will provide a centralized system to manage changes, issues, development and implementation issues, quality control, user acceptance, and other trackable issues as referenced throughout this RFQ. The System shall organize the issues by category, (i.e. hardware, software, application errors, issue logs, functional flaws, etc.) to allow the Contractor and the State Contract Manager to efficiently prioritize and monitor issue resolution.

3.2.3.2 IT Infrastructure

The Contractor shall conduct the following actions:

- 3.2.3.2.1. Provide a cloud-based system that is accessible through internet-based web browsers.
- 3.2.3.2.2. Procure, build, manage and operate such hardware, software, licensing, and network(s) capacity not available in the State's existing enterprise technology platform and is essential to support the program operations. At the time the Contract ends or is terminated, all items purchased shall be turned over to the State in the manner agreed to in the closeout plan that will be submitted and approved by the State Contract Manager. All licenses shall be purchased in such a manner that they may be transferred to the State at the time the Contract ends or is terminated.
- 3.2.3.2.3. Create an infrastructure for collaboration space and file management of critical documents.
- 3.2.3.2.4. Establish, manage and maintain the following images of the database:
 - Production
 - Development
 - Quality Assurance/Testing
 - Reporting
- 3.2.3.2.5 The IT Infrastructure shall perform at service levels as set forth in the Service Metrics Table found in Section 3.2.3.4.14 in this RFQ.

3.2.3.3 Data Warehouse Environment

The Contractor shall conduct the following actions:

- 3.2.3.3.1. Create and manage a data repository that is compatible with the State's enterprise data warehouse environment and structure that shall receive data from multiple programmatic systems as well as the prime BPM system referenced in Section 3.2.3.1. It shall be capable of merging financial tracking with program specific applicant and performance data.
- 3.2.3.3.2. Provide Business Objects Cognos or the functional equivalent, as the main reporting tool for the end-users, unless otherwise directed by the State Contract Manager. No end-users shall have direct access to the Data Warehouse. Selected third parties shall have access only to specific staging tables as directed by the State Contract Manager. A reporting database shall be refreshed nightly with extracts from many different production data sources.
- 3.2.3.3.3. Utilize a business intelligence tool such as SAP Business Objects, Cognos or the functional equivalent to create standard reports and provide the ability for ad hoc queries and reporting as approved by the State Contract Manager.
- 3.2.3.3.4. The State has a formal information architecture that guides all information system initiatives that shall be followed by the Contractor as applicable and directed by the State Contract Manager. The State Contract Manager shall serve as the interface between the Contractor and will be responsible for coordinating the work between the Contractor and the State Office of Information Technology ("NJOIT") where required throughout the Contract. State IT Architecture can be found at:

http://www.nj.gov/it/ps/Shared_IT_Architecture.pdf

The State requires a model-driven development approach for new development that is based upon the State's enterprise reference data model as well as subject-area logical data models (data at rest). For Commercial Off the Shelf ("COTS") software packages, the State requires that the Contractor shall provide documented mappings of the COTS data model to the existing entities in the State's enterprise reference data model and subject-area logical data models. The Contractor shall coordinate these efforts with the State's Office of Enterprise Data Services ("OEDS").

The State has adopted the Extensible Markup Language ("XML") as the standard for exchanging data (data in motion) with external partners (non-State systems). Where they exist, overarching government and industry exchange schemas such as the National Information Exchange Model ("NIEM") shall be used to define XML elements.

The State has an enterprise service bus ("ESB") that serves as the transport mechanism for real-time web service-based exchange of operational data at the individual record level. The data objects in this exchange are defined by the State's enterprise reference data model and subject-area logical data models as appropriate. The Contractor shall be required to use the ESB between its system and other

systems that are using the ESB or can use the ESB. Whether using the ESB or not, the Contractor shall be required to use web-services-based functionality to enable real-time exchange of record-level data. The Contractor shall be required to coordinate these efforts with the State's Office of Architecture, Standards & Enterprise Technologies ("OAS&ET").

The State has a mature and robust geospatial data management capability and geospatial information system (GIS). Where address-cleansing, geo-coding, and geospatial functionality are needed, including but not limited to mapping, routing, and analytics, the Contractor shall be required to make use of the State's existing geospatial data and functionality. The Contractor, in designing the System shall provide any additional System required GIS services and analyses required to meet requirements of this RFQ and coordinate all such efforts with the State's Office of Geographic Information Systems ("OGIS").

The State has a mature enterprise data warehousing environment that is based upon a hub-and-spokes model, with a fairly normalized data warehouse hub supplying data to multiple physical and virtual data marts using conformed dimensions. The data warehouse hub is the State's interface mechanism for system-to-system batch data transfers.

1. Where batch data from other State systems is required by the Contractor's system for operational functionality, that data shall be routed through the enterprise data warehouse staging area by Contractor through an interface established by Contractor and approved by the State Contract Manager. Independent feeds of operational data from individual source systems are not permitted.
2. Where there is a need to combine data from the System with data from other systems, the Contractor shall create data integration where it does not exist and supply data to the enterprise data warehouse where that integration will occur. The System data stored in the System data warehouse will be required to be batch downloaded nightly into the State Data warehouse. This data will be integrated into a Sandy data warehouse established and maintained by the State (NJOIT). The interface and download process shall be created and maintained by the Contractor as well as the download system as approved by the State Contract Manager.
3. Independent data warehouse silos based upon a transactional system shall not be permitted. The Contractor shall be required to supply data from the System to the enterprise data warehouse on a nightly basis to support other State analytical needs.

The Contractor shall be required to coordinate these efforts with OEDS.

The State has a reference data program that provides controlled reference data sets governed by identified data stewards from the State's Reference Data Store ("RDS"). Any reference data required by the Contractor shall be sourced from the RDS. If the data is not yet available in the RDS, it shall first need to be brought into the RDS through an interface and system created and maintained by the

Contractor and approved by the State Contract Manager. The Contractor shall identify such need(s) to the State Contract Manager when designing the work to be performed in each Task Order and the work will be approved by the State Contract Manager. Independent feeds of reference data from individual source systems are not permitted. The Contractor shall be required to coordinate these efforts with OEDS.

The State has an evolving master data management (“MDM”) program that manages multiple master data entities such as Business, Address, Employee, and Patient. Where MDM is in place for an entity, the Contractor shall incorporate it into its solution. As new MDM entities are made available, the Contractor shall incorporate them into the solution. The Contractor can request new entities to be included in the State’s MDM program. The Contractor shall be required to coordinate these efforts with OEDS.

3.2.3.4 Professional Services

- 3.2.3.4.1. The Contractor shall have the capacity to provide professional services for Project management, business and technical requirements analysis and documentation, software development or configuration of the business process management system, testing, system maintenance, and training.
- 3.2.3.4.2. Contractor shall develop and maintain a Project plan that details, specific tasks, milestone dates and deliverables.
- 3.2.3.4.3. Contractor shall develop procedures and systems in place to track level of effort (“LOE”) and costs down to the task order and work order/change request level.

The Contractor shall bear primary responsibility for the change control and configuration management processes for the System. This responsibility includes, but is not limited to creating and maintaining interfaces and data collection requirements with software controlled by the Contractor either directly or through subcontractors, software controlled by other State Contractors or State Departments through their contracts with the State, hardware and network configuration, server configuration, and operating system configuration on the servers used to deliver the systems to end-users. End users, (other State Contractors and/or State Departments) are responsible for their software systems, but the Contractor shall ensure that adequate interfaces are established with their software system to guarantee that the data required to be collected and maintained in the System is collected and the operations to be performed by the System are performed in this RFQ.

The Contractor shall maintain and utilize a formal change request process to manage all changes to software and hardware environments. The Contractor shall provide a structured change request (“CR”) process with appropriate forms employing a tracking and workflow tool. The Contractor shall establish a CR tracking tool that shall be utilized by the Contractor and the State to manage the CR process.

The Contractor shall present the CR to a State Contract Manager for review and approval (or rejection) for preliminary analysis. It is then assigned to an analyst,

who estimates the LOE and total cost; analyzes any downstream impacts on software, servers, reporting and documentation, or other cost components; prepares design documents; and assembles any additional information the State Contract Manager needs to evaluate the request. The State Contract Manager will determine whether the CR is in accordance with policy and priorities, whether the cost and other impacts are justified by the desired outcome, and approves (or rejects) the CR for implementation. A target deployment date is established, and tracking continues until the CR is completed or canceled.

Design documents shall be stored with each CR that requires changes to the supported production applications. These CRs do not rise to a level of a change order.

- 3.2.3.4.4. Contractor shall submit weekly progress reports at the request of the State.
- 3.2.3.4.5. Contractor shall provide the services of experienced Senior Business Systems Consultants skilled in the full range of facilitation techniques to assist the State in identifying and documenting business requirements. Contractor shall also validate that functional requirements of the System comply with CDBG-DR and State rules and policies.
- 3.2.3.4.6. Contractor shall, where feasible, utilize system designs, workflows, and technology from previous CDBG-DR programs that align with requirements for the State's CDBG-DR 2013 program.
- 3.2.3.4.7. Contractor shall design the System to comply with CDBG-DR, State financial practices, government accounting standards, and program requirements. The Contractor shall install adequate financial, program, and management controls to ensure system security, integrity, accuracy, accountability, and confidentiality of the data to be processed, stored, and reported. The Contractor shall validate that the System adheres to those principles. This shall include the ability to report on fairness of the presentation of Contractor management's description of the System and the suitability and effectiveness of the design and operation of controls to achieve the objectives of this paragraph and the RFQ. These reports shall also provide the State Contract Manager with the information to ascertain program and Action Plan progress, funding and financial information, and projections for managing the program and complying with CDBG-DR requirements and regulations.
- 3.2.3.4.8. Contractor shall work with the State to develop a standard schema and methodology for data exchange that can be used across all programs. This standard schema and methodology shall be used to interface systems to be developed for specific programs such as the RREM and SSHIP programs, and other projects in the State's approved Action Plan, which may be amended from time to time. The Contractor shall provide detailed specifications and support other Contractors utilizing this standard schema and methodology for data exchange.
- 3.2.3.4.9. Contractor staff shall perform data entry during initial roll out phases.
- 3.2.3.4.10. Contractor shall outline a plan for ongoing system support. This plan shall include a long term staffing plan. Ongoing system support shall include but is not limited

to reconfiguration of existing business processes, duplication, and minor modification of existing business processes, configuration of screens, fields, reports, email notification, security model. Approved modifications to the Action Plan and subsequent system modifications shall be included in ongoing System support.

- 3.2.3.4.11. Contractor shall outline a plan for and provide software upgrades to the core platform. This plan shall include notifications to management and end-users and shall define a policy that such upgrades shall not occur during core business hours (M-F) (7 AM-6 PM).
- 3.2.3.4.12. Contractor shall provide standardized reports and ad hoc reporting capabilities and data analytics.
- 3.2.3.4.13. Contractor shall create user documentation and provide training as needed to State staff and other State Contractors and/or Departments.
- 3.2.3.4.14. The Contractor shall benchmark IT performance. The Contractor shall work with the State to effectively address the tradeoffs between economy and improved performance. Performance management activities to be addressed in the plan shall include, at a minimum, the following:
 - Benchmarking; and
 - Performance Monitoring.

At a minimum the Performance Management Plan shall meet the Service Metrics and Expected Service Levels set forth in this table:

Service Metrics	Expected Service Level
<i>Environment Metrics</i>	
Infrastructure Uptime	99.5%
Applications Uptime	99.5%
<i>Help Desk Response</i>	
Response to Tier 1 Issues	Target Status Update: 1 hour Target Resolution or Workaround: 95% of the issues within 24 hours
Response to Tier 2 Issues	Target Status Update: 2 hours Target Resolution or Workaround: 95% of the issues within 48 hours
<i>Reporting Requests - Response</i>	
Critical Request	1 Business days
High Request	3 Business days
Medium Request	5 Business days
Low Request	10 Business days
<i>Software Maintenance requests(MR) - Response</i>	
Critical MR – Conduct Analysis and Provide Level of effort	2 Business days
High MR – Conduct Analysis and Provide Level of effort	3 Business days
Medium MR – Conduct Analysis and Provide Level of effort	5 Business days
Low MR – Conduct Analysis and Provide Level of effort	10 Business days
<i>System change/configuration requests(CR) - Response</i>	
Critical CR – Conduct Analysis and Provide Level of effort	2 Business days
High CR – Conduct Analysis and Provide Level of effort	3 Business days
Medium CR – Conduct Analysis and Provide Level of effort	5 Business days
Low CR – Conduct Analysis and Provide Level of effort	10 Business days

3.2.3.5 IT Practices, Data Security, and Integrity

- 3.2.3.5.1. Contractor shall design the System to comply with Federal and New Jersey laws in regards to IT Systems including N.J.S.A 56:8-161 through N.J.S.A 56:8-166 regarding Personally Identifiable Information (“PII”).
- 3.2.3.5.2. Contractor shall use industry standard best practices for data integrity including regular backups, off site disaster recovery functionality and redundant systems.
- 3.2.3.5.3. Contractor shall use industry standard best practices for encryption techniques like use of Secure Sockets Layer (“SSL”) \Transport Layer Security (“TLS”) protocol for transmittal of data through the internet.
- 3.2.3.5.4. Contractor shall use industry standard best practices for operation of data centers like use of access controls, N+1 capacity (100% capacity) for (Heating, Ventilation, Air Conditioning (“HVAC”), electrical, Uninterruptible Power Supply (“UPS”) and generator facilities and dual instances for services like power and internet connectivity.

3.2.3.6 Functional Requirements

- 3.2.3.6.1. Contractor shall provide experienced business analysts skilled in the full range of facilitation techniques to assist the State in identifying and documenting business requirements to assist the State in developing functional and technical requirements for the BPM system and other applications supporting the State CDBG-DR Program. Requirements shall be documented, actionable, measurable, testable, traceable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design.
- 3.2.3.6.2. Contractor shall provide timely response to on-going program requirements on short notice and rapid solutions development adhering to established processes and standards.
- 3.2.3.6.3. Contractor shall implement the business and technical requirements utilizing their Business Process Management system approved by the State Contract Manager.
- 3.2.3.6.4. Contractor shall work with the State to create business and technical requirements and implement capabilities for resource tracking of:
 - Contractors and State Departments’ grantees;
 - Grant Budgets;
 - Program Staff;
 - Administrative budgets;
 - Subcontractor Agreements; and
 - Administrative projects.

3.2.3.6.5. Contractor shall work with the State to create business and technical requirements and implement capabilities for tracking of processes such as:

- Grant application submittal, processing, approval and amendments;
- Request for Payment submission, approval and disbursements;
- Financial auditing systems shall have processes and controls that allow for the validation of financial transactions and ensure the integrity of the transactions and the underlying data and documentation; and,
- Monitoring and compliance – the System shall possess the ability to provide reporting on compliance of activities with CDBG-DR program regulations.

3.2.3.6.6. Contractor shall work with the State to create business and technical requirements and implement capabilities that allow for the exchange of data in the following programs areas listed in the Action Plan:

- Homeowner Housing;
- Rental Housing;
- Economic Revitalization;
- Support for Governmental Entities;
- Supportive Services Programs;
- Planning, Oversight and Monitoring; and
- Other components of the Action Plan.

The System capabilities shall insure that the data exchanged between these programs and the System include the information required by the DRGR for regulatory and reporting compliance, to allow for the processing of draw requests and supporting documentation, applicant information, State program requirements, the Action Plan, and program management data. The data accepted by the System shall conform to the requirements of Section 3.2.3.4.7 of this RFQ.

3.2.3.6.7. Contractor shall work with the State to modify business and technical requirements, implementation capabilities, and change system requirements based on the Action Plan.

3.2.3.6.8. The Contractor shall make minor modifications that are expected to occur based on the State's changing business needs. Examples include minor updates to the application code such as adding fields, editing and other minor adjustments. These changes would only be required based on existing functionality where a modification is critical and directly related to core business processes or are a result of a modification needed immediately. Examples could be, but are not limited to, minor modification to software and database to accommodate business functionality for incoming programs/initiatives and to address any unanticipated State/federal mandates that result in minor software modifications. These modifications do not rise to the level of a change order.

3.2.3.6.9. The Contractor shall make minor adjustments that are expected to be made to the applications based on feedback provided through the course of system use and become necessary as a result of more sophisticated use and knowledge of the State's support systems, examples could be, but are not limited to, additional

information or reports, modified internal/external reporting capabilities, and data validation changes and performance tuning of various applications. Minor modifications described in Section 3.2.3.6.10 and/or minor adjustments to a system design document or JAD document described in this Section 3.2.3.6.11 shall be documented but do not rise to a level of a change request.

3.2.3.6.10. The State expects to undergo implementation phases related to core software component upgrades and hardware components. Contractor support shall maintain System availability and functionality through any upgrade efforts.

3.2.3.6.11. The Contractor shall provide training and knowledge transfer services to State staff in order for State staff to continue to provide system administration, database administration, and in house development of other systems related to the remediation of deficiencies found, minor modifications, minor adjustments, core software upgrades, and performance upgrades. The Contractor shall provide this support to the State on an as needed basis.

3.2.3.6.12. The Contractor shall store all data within the United States and provide the State with a copy all data monthly.

3.3 TASKS AND DELIVERABLES

3.3.1 Project Initiation

The Contractor shall initiate this Project upon Contract award and acceptance.

3.3.2 Project Management

The Contractor shall facilitate conference calls and site meetings with the State on a periodic basis. Site meetings include the weekly meetings for which the Contractor shall prepare detailed agendas and disseminate meeting minutes as appropriate.

The Contractor shall prepare a progress report and conduct weekly status meetings with the State. The following agenda shall be covered in the meetings:

- Status of high-priority items (to be determined by the State Contract Manager);
- Discussion of open questions or issues;
- Discussion of potential risks;
- The State Contract Manager and Contractor will work together to define the scope of any request;
- Contractor's Project Manager shall provide the State with the request document containing finalized scope, estimated hours, and the schedule; and,
- The State Contract Manager will review, prioritize Project priorities, and approve the request document. All Contract change orders have to be approved by the Director.

Contractor's Project Manager shall be responsible for providing progress updates against the in-progress requests during the weekly meeting as well as in the weekly progress report to the State.

3.3.3 PROJECT COMPONENT MANAGEMENT PROCESS AND COSTS

Cost Management: Project component requests/staffing utilization: The following assumptions will guide the State and Contractor in appropriate allocation of these resources:

1. Resources under the Contract shall be deployed based on the priorities the State established concerning the Project Components noted in Section 3.2.3.
 - a. The Contractor Project Manager shall work with the State Contract Manager to discuss current allocation of staff based on support requests across the Project Components noted in Section 3.2.3.
 - b. For requests other than daily support and telephone support (which are routine in nature and are user based queries and help requests) the State and Contractor will document the staffing plan expectations in a manner that will help both the State and Contractor maximize the efficient use of resources under the Contract and ensure that the Project Components as prioritized by State Contract Manager are completed during the term of the Contract. The Contractor's Project Manager is responsible for seeing that they are accomplished on schedule and within budget during the Contract during its term. The Contractor shall be responsible for establishing and maintaining Project Components tracking that shall be accessible by the State and will be used by the State Contract Manager to prioritize Project Components.
2. After discussion and agreement with the State Contract Manager, the Contractor's Project Manager shall direct the Contractor's support team as to the specific work to be completed and shall prioritize the work and tasks assigned to the support team based on the specific Project components to be undertaken. The State Contract Manager will maintain and provide Contractor with an on-going prioritized list of production support requests for Contractor's support team to address without direct State approval, so that that the support team has a running list of Project component work.
3. Invoice/Cost Management: See, Section 3.3.3., 5.15, 5.19 and 6.2.
4. On-Site Support: Schedules for on-site support will be agreed to between Contractor and the State Contract Manager.
5. The State Contract Manager: The State will designate a State Contract Manager for Project Components funded through the Contract.
6. The State Contract Manager will review and approve all hardware and software acquisition, installation, configuration, maintenance and performance of the network, server(s), and workstations. Contractor shall be responsible for acquiring all hardware and software acquisition, installation, configuration, and performance of the network, server(s), and workstations.
7. The State has responsibility for providing reasonably necessary space and equipment (e.g., meeting rooms, computer projection units, computers, printers, flip charts, whiteboards, etc.) for all tasks occurring in the State's offices.

3.3.4 Quality Management

The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of activities to be executed under the contract and shall maintain quality assurance logs and submit same to the State Contract Manager for review and approval.

3.3.5 Documentation

Throughout the duration of the Contract, the Contractor shall be responsible for providing the following documentation:

- **Weekly Progress Reports:** Weekly progress reports shall be submitted to the State Contract Manager to review Project activities for the previous week, and outline accomplishments and tasks planned for the following week. If necessary, revisions and updates to any active Project plans shall be communicated with this status report.
- **Documentation:** The Contractor shall provide design documentation for the System in advance to be reviewed and approved by State Contract Manager.

3.3.6 Training

Contractor shall provide the State a training plan to be approved by the State Contract Manager that shall include each of the following items:

1. Describes the types of training that shall be conducted (e.g. system admin, end user, etc.), the projected number of people to be trained and their job function;
2. Develop all curricula and prepare all training materials;
3. Create/maintain a training database on which to conduct classes;
4. Provide online tutorials and/or help screens;
5. Define whether training will be conducted in classrooms, via the web, or a combination;
6. Provide Train-the-Trainer sessions;
7. Provide a training schedule and coordinate scheduling of classes, trainers, and attendees;
8. Define what Contractor and/or State staff will be needed to perform the training;
9. Track and assess ongoing training in order to make improvements;
10. Develop and implement evaluation and attendance tools;
11. Develop metrics and evaluation materials to ensure proficiency of the staff being trained; and,
12. State the approximate number of people that will be trained and the level of training required.
13. Train 100 DCA employees and 50 employees of other State Contractors and Departments in groups not to exceed 25 persons per session.
14. Training will be focused on State Trainers, super users and administrative personnel who will be responsible for training their end users.

3.3.7 System Testing

The Contractor shall be responsible for development of a plan to conduct System testing in the hosted environment which will be approved by the State Contract Manager. The Contractor shall

provide support for user acceptance testing efforts, which will be approved by the State Contract Manager.

3.3.8 User Acceptance

The Contractor shall be required to support user acceptance testing efforts on any new or enhanced software components developed under this Contract as approved by the State Contract Manager. User acceptance testing shall validate the software delivered by the Contractor satisfies the requirements agreed upon by the State and the Contractor. In order for final acceptance from the State, the code shall be free of critical errors and limiting software defects and approved by the State Contract Manager. Standards pertaining to error repair found in Section 3.2.3.14 (System change/configuration requests (CR) – Response) shall apply.

It is critical that all issues discovered during testing receive timely attention; therefore, the State and the Contractor shall use a pre-established process to record and track errors. The State acceptance testers will follow certain guidelines in logging issues with the State using the tracking system referenced in this RFQ. Both the Contractor and the State will monitor the issue-tracking queue on a daily basis to respond to new issues logged or changes in status of existing issues.

3.3.9 Implementation

The Contractor shall be responsible for providing support to the State's technical staff during the implementation of any new or enhanced software components developed under the Contract. Upon completion of the user acceptance testing, the Contractor shall be responsible for providing the following deliverables to the State:

- Release Package, including:
 - Final builds for all software components developed;
 - Final data model revisions
 - Final database modification scripts;
 - Final scripts for Procedural Language("PL")/Standard Query Language("SQL") or functional equivalents objects ;
 - Final scripts for supporting (reference) data
 - Final Release Notes; and
 - Final Design Documentation Revisions.

3.3.10 PROJECT CLOSEOUT

Upon conclusion of each task order, change order or component, the Contractor shall comply with the Project completion criteria below:

The Contractor and the State shall conduct a Project closeout meeting, at which time the Contractor shall submit to the State Contract Manager a concluding status report indicating that all work and deliverables have been successfully completed according to the requirements defined.

- Upon the State Contract Manager’s approval that all requirements contained in any formal, mutually agreed Project have been satisfied, then all documentation developed for the Project shall be turned over to the State at that time.
- The Contractor shall supply to the State forty (40) user licenses for all software for a period of three (3) years after the expiration of the contract.
- The Contractor shall maintain the system in the cloud for three (3) years for use of the State after the expiration of the contract.

3.3.11 Support and Maintenance

Support and maintenance of System and any upgrades shall be part of the maintenance duties that are part of this Scope of Work.

3.4 TECHNICAL ENVIRONMENT

3.4.1 State Technology Requirements and Standards

The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments. The Contractor shall submit relevant documentation and participate in the System Architecture Review (“SAR”) process. Additional information on this process can be found at: <http://www.nj.gov/it/reviews/>.

3.4.2 System Design

The SIROMS is a web-based portal hosted by the Contractor and shall not be hosted on the any State infrastructure. All System and application related documentation including infrastructure and architecture details shall be provided to the State and available to the State in a web-based document/specification library accessible only to State authorized users.

3.4.3 Hosting and Backup Services

The Contractor shall host the System in Contractor’s cloud and not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

Using a process approved by the State Contract Manager, the Contractor shall download and back up the State’s data in the State data warehouse nightly or as otherwise approved by the State Contract Manager.

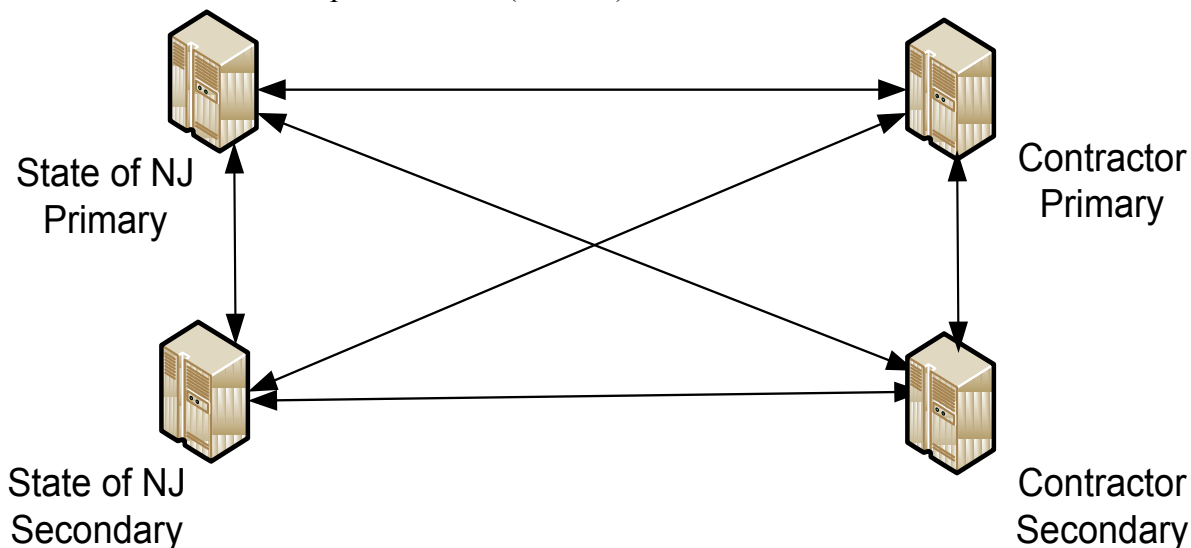
The Contractor shall provide a copy of the State’s stored data stored within the Contractor provided State System. Stored data shall be supplied in Sequel Server database, unless otherwise directed by the State Contract Manager.

3.4.4 Extranet Plan

The communication links between the State and the Contractor can be through a MPLS cloud (preferred) or IPSEC tunnel over the internet based upon the connectivity requirements and cost constraints.

The Contractor shall provide and maintain two (2) extranet communication links into the State. One of these links will be active and one will be a "hot" spare. These links shall terminate as follows:

- Link 1 – Ethernet speed or greater communication circuit shall be established from the Contractor's data or communication center to the State's Primary Data Center at OIT Hub, 1 Schwarzkopf Drive, West Trenton, NJ to operate as the primary data path. This data circuit shall provide the primary path and shall terminate on the State side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's extranet partner access point at OIT Hub (firewall).
- Link 2 – Ethernet speed or greater communication circuit shall be established from the Contractor's data or telecommunication center to the State's SAC Data Center - River Road PO Box 7068 W. Trenton, NJ 08628 to operate as the secondary data path. This data circuit will provide a secondary backup path and shall terminate on the State side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's extranet access point at SAC (firewall).



Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Contractor.

The Contractor shall work with the sponsoring agency and OIT to establish an Extranet Partner relationship. This would require completion of an Extranet Partner agreement and supporting documentation; reference the State of New Jersey's extranet policy 09-11-NJOIT (<http://nj.gov/it/ps/security>). In addition, the Contractor shall work with OIT network group to establish the appropriate routing protocols based on the system requirements and OIT security group to establish appropriate firewall rule sets to accomplish necessary business data flow.

Extranet Policy	http://www.state.nj.us/it/ps/09-11-NJOIT%20Extranet%20Policy.pdf
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Extranet Procedure	http://www.state.nj.us/it/ps/09-11-P1-NJOIT%20Extranet%20Procedure.pdf
Extranet Procedure Appendix A - GSN Extranet Application Form	http://www.state.nj.us/it/ps/09-11-P1-NJOIT_0110%20GSN%20Extranet%20Application%20Form_Appendix_A.pdf
Extranet Procedure Appendix B - GSN Extranet MOU	http://www.state.nj.us/it/ps/09-11-P1-NJOIT_Extranet_MOU_Appendix_B.dot
Extranet Procedure Appendix C - GSN Extranet Operational Form	http://www.state.nj.us/it/ps/09-11-P1-NJOIT_145_GSN_Extranet_Operational_Form_Appendix_C.pdf

The communication links can connect to a MPLS cloud or IPSEC tunnel over the internet based upon the connectivity requirements and cost constraints. Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Contractor.

3.4.5 Transmission of Files

The State supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Contractor and the State system shall be transferred securely using the State file transfer methodology. The State will work with the Contractor in the implementation of the file transfer process. The secure file transfer shall meet the State and federal security guidelines and standards.

The State provides both asynchronous and synchronous file transfer methodologies.
Synchronous:

1. Connect: Direct Secure ++ is a supported option for file exchange with the State IBM mainframe.
2. FTPS over SSL (Explicit – port 21) is a supported option for file exchange for connections originating from the State IBM Mainframe. Shall support RFC2228.
3. SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State distributed servers (non-IBM Mainframe).

Asynchronous:

1. The State of New Jersey's DataMotion is a supported option for non-automated or "ad-hoc" file exchange with State of New Jersey. A client license is required.
2. The State of New Jersey's DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

The Contractor shall be required to test the file transfer with the State system on all file transfers prior to full implementation.

During the life of the Contract, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Contractor shall be required to conform to all requirements.

Reference:

NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf>)

3.4.6 Web Site Development Standards

The branding, accessibility, and functionality of the SIROMS portal shall follow the guidelines detailed in the NJOIT website standards and guidelines. <http://www.state.nj.us/it/ps/web/index.html>

3.4.7 Assessments/Plans

The Contractor shall provide a detailed system design document showing security plan, disaster recovery plan, and contingency plan to be approved by the State Contract Manager within the timeframe set forth in Exhibit 3. Logical and physical diagrams are required.

- **SECURITY PLAN**

The systems supporting State's programs contain extremely sensitive data, including proprietary workflow, policy, and evaluation information. The systems also house personal identifiers and financial information for citizens who have applied to the programs being supported. The Contractor shall be responsible for the security of all program information.

The Contractor shall provide and implement a security plan for the proposed solution to be approved by the State Contract Manager within the timeframe set forth in Exhibit 3. The document shall describe the administrative, physical, technical, and systems controls to be used by the system and/or services. The Contractor's security plan shall, at a minimum, provide security measures for the following areas:

- Facilities Physical Security and Environmental Protection;
- System Security;
- System Data Security;
- Network Security; and
- Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system for the proposed solution. 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 development, testing, production and backup systems.

In addition, in the security plan the Contractor shall identify, address, and/or define:

- Regulations and security requirements – how the Contractor shall address security requirements such as Payment Card Industry (“PCI”), Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Federal Information Security Management Act (“FISMA”), etc.

- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
- Role-based security access – the products and methods provides role-based security, access enforcement and least privilege.
- Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Authentication/Authorization - The system shall be accessed by External users and Internal State Agency Staff via an internet based web browser. The application security shall be defined based on the role of the individual accessing the system. The user shall log into the system using a single sign-on feature. The User ID's and passwords are maintained in the system. The application shall be able to control the privileges based on the role and user's credentials granted by the State.
- Logging/Auditing controls – the Contractor's audit control methods and requirements. The controls shall address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to State and federal audit staff. The audit trail of all transactions shall track date, time, user, and end-user device that initiated the transaction. The audit data shall be protected, non-repudiated, and restricted to authorized staff. Audit records will be retained online for at least ninety days and further preserved offline for the period of the Contract or required State and Federal laws and regulations.
- Incident Management – the methods for detecting, reporting, and responding to an incident, vulnerabilities, and threats. The methods are tested and exercised.
- Vulnerability/Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- Application Security – where the Contractor is providing application hosting or development services, the Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.

- Application Partitioning – where the Contractor is providing application hosting or development services, the Contractor shall have a separate and unique (single tenant) partition.
- Anti-virus/malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall 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.
- Network Security – where the Contractor has access to State confidential data, and that data will traverse the Contractor’s network, the Contractor shall maintain the Contractor’s network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Contractor shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (“NIST”), including those at:

[Http://Web.Nvd.Nist.Gov/View/Ncp/Repository](http://Web.Nvd.Nist.Gov/View/Ncp/Repository).

- Database – the products and methods for safeguarding the database(s).
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor shall be able to provide reports on an as-needed basis on the access or change for any file within the system.
- Server and infrastructure – the products and methods for "hardening" of the hardware’ operating systems and software.
- Wireless, Remote and Mobile Access – where the Contractor has access to State confidential data, and that data traverses the Contractor’s network, the Contractor shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, Virtual Private Network (“VPN”), and Transmission Control Protocol (“TCP”)/ User Datagram Protocol (“UDP”) ports restrictions.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access, and message validation.
- Continuous Monitoring – where the Contractor has access to State confidential data, and that data will traverse the Contractor’s network, the Contractor shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Contractor’s network.
- Security Audit – the Contractor shall allow State assigned staff full access to all operations for security inspections and audits that may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any change.

- Change/Configuration Management and Security Authorization – the Contractor shall establish a change/configuration methodology, a baseline configuration, and procedures for tracking changes to the configuration. When the Contractor has a major change to the system or application, the State’s project manager is notified and a security reauthorization shall be approved.
- Risk Management – the Contractor shall establish a risk management plan by which technical and security risks are identified, reported, and mitigate.
- Confidentiality and Non-Disclosure Agreements – when requested, the Contractor and all Project staff including its subcontractor(s) shall complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor’s responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees’ start date.

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

• **DISASTER RECOVERY PLAN**

The Contractor shall submit their disaster recovery plan, identifying locations and systems – to ensure that it can continue to satisfy RFQ requirements within 24 hours, in the event their primary location is rendered unusable. The plan shall detail how the Contractor will ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the 24 hour time frame. The plan is tested. The plan is reviewed, updated, and tested annually.

The Contractor shall ensure that all systems supported as part of this Contract are fault tolerant, and that system failures do not impose undue interruption of operations. The Contractor shall work to provide disaster recovery planning and fail-over capabilities for these systems. Additionally, the Contractor is responsible for coordinating disaster recovery planning activities and requirements with third party Contractors, and for updating the State IT Disaster Recovery Plan. It is the responsibility of the State Program Implementation Contractors to provide Continuity of Operations planning for functional aspects of the enterprise.

The systems shall be available Sunday through Saturday 24 hours per day in the case of component or hardware failure, systems shall not be down for more than four hours. The restored systems shall have no more than 20% loss in performance or functionality, and no data loss shall be observed.

In the ninety (90) days following award of the Contract resulting from this RFQ, Contractor shall review the current disaster recovery plan, update or rewrite the plan, and submit the new or updated Plan for the State Project Managers approval. This is a formal deliverable. Annually thereafter, the Contractor shall review the plan and perform a disaster recovery risk assessment, and based on the assessment, recommend changes to reduce risk, decrease costs, and/or improve reliability.

The Contractor shall establish a backup schedule for the System. At a minimum there shall be a full back-up weekly with daily differentials as well as an end of month backup. Each end of month backup shall be retained in accordance with electronic record retention plan as provided for in Section 3.4.9.

Each quarter, the Contractor shall conduct a media integrity recovery test from the appropriate backup to demonstrate media integrity and that adequate procedures are in place, as requested. The purpose of this test is to ensure that the media are readable and that data can be restored.

The Contractor shall conduct a disaster recovery test annually to demonstrate media, equipment, personnel, and disaster recovery plan integrity and that adequate procedures are in place, as required. In addition, Contractor shall perform comprehensive testing of each major application annually.

Final authority for declarations of disaster resides with the State, but any declaration of disaster will be made after full discussion with the Contractor. The Contractor shall perform file and application restores from backups, as needed for system recovery, under the specific direction of the State.

- **CONTINGENCY PLAN**

The Contractor shall have a contingency plan identifying key personnel, organization units, and alternate sites with telecommunications and computers consistent with the security plan and disaster recovery plan noted above. The plan shall be approved by the State Contract Manager, reviewed and updated annually. The plan shall be provided to the State within the timeframe establish in Exhibit 3.

Reference:

NIST Special Publication 800-53A - Guide for Assessing the Security Controls in Federal Information Systems and Organizations (http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf)

3.4.8 System Performance, Availability and Reliability

1. All applications whether hosted on OIT's infrastructure or in the Contractor's cloud service shall go through Stress/Load testing before they are moved to production.
2. The Contractor shall collaborate with the State to perform stress test using a State agreed upon tool.
3. The Contractor shall be responsible to resolve issues that result from the stress test.

4. All applications are expected to be available 24X7 except for scheduled maintenance/upgrades.
5. The System can expect to have 500+ concurrent users at any point in time.

3.4.9 Automated Records Management/Storage Systems and Related Services

The State is required to comply with the Open Public Records Act, P.L. 2001, CHAPTER 404, N.J.S.A. 47:1A-1 et seq. (“OPRA”) which may be found at:

<http://www.state.nj.us/grc/laws/act/act.pdf>

and the New Jersey Administrative Code Title 5, Chapter 105 N.J.A.C. 5:105 (2008) which may be found at:

http://www.state.nj.us/grc/home/rules/pdf/Promulgated_Regulations.pdf.

The Contractor shall be responsible for establishing a process to ensure that all requests made upon the Contractor for information that fall under OPRA are recorded and transmitted electronically to the State Contract Manager. OPRA requests will be processed by the State OPRA Custodian within DCA who will be responsible for disposing of same. The State may require the Contractor to establish an interface with the State OPRA system.

The Contractor shall develop and administer a records retention plan (“RRP”), which shall comply with all State policies and procedures, State and federal record retention policies, and State and federal laws and/or regulations. The RRP shall comply with all State records storage policies, which includes but is not limited to the short and long-term housing of physical documents and electronic images (*i.e.* paper documents, emails, correspondence, training material, and policy and procedures associated with the Program, etc.) Once a RRP has been developed and approved by the State, the Contractor shall retain all records in accordance with the RRP.

The Contractor shall adhere to State image system certification processes administered by the Record Management Service Branch of the Division of Revenue and Enterprise Services. The Contractor shall comply with the records retention and disposition requirements set forth by the State’s Department of Treasury. These requirements can be found at the following website:

<http://www.nj.gov/treasury/revenue/rms/retentiondisposition.shtml>

The State Contract Manager will schedule a meeting with the Record Management Service Branch of the Division of Revenue and Enterprise Services within three business days after bid award and contract execution to enable the Contractor to prepare a plan that meet the requirements of this Section. The Contractor shall secure plan approval from the Record Management Service Branch of the Division of Revenue and Enterprise Services as set forth in Exhibit 3. Contractor shall submit the approved plan to the State Contract Manager and Director prior to the start of System development.

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.

3.5 EXPENSES AND REIMBURSEMENTS

3.5.1 Travel Expenses and Reimbursements

Travel expenses and reimbursements shall be made to the Contractor as follows:

The Contractor agrees to adhere to the General Services Administration (“GSA”) published travel rules and rates to include disaster specific amendments in accordance with the federal travel Regulations. Reimbursable expenses shall be limited to the following:

- Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Contractor Deployment and Demobilization Travel;
- Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if HUD or other funding agencies require same);
- Lodging limited to the maximum current GSA per diem rate to include GSA or HUD approved lodging waivers;
- Mileage for Contractor privately owned vehicles at the current State rate of 31 cents per mile; and
- Car rental, only as approved by State Contract Manager, at rates equal to or lower than the State’s rental car contract, M0064, located at:
http://www.state.nj.us/treasury/purchase/noa/contracts/m0064_12-r-22550.shtml

Travel expense and reimbursements will only be made up to the not to exceed limit submitted with the cost proposal. All other travel and reimbursements will be at the Contractor’s expense.

3.5.2 Other Direct Costs

As part of Other Direct Charges (“ODC”) the Contractor may also include IT hardware, software (licenses), networking and security appliances, networking/communications/data circuits, and security appliances necessary to implement, support, and operate the IT Cloud Computing and Business Process Management System described under Project components above. All such ODC items must be preapproved by the State. Also, the State reserves the right to acquire and/or use any such item through its own facilities or inventory, or to procure such items through State contracts, State/volume discounts, bidding, etc. Furthermore, the Contractor shall pass on any credits to the State, and any discounts, rebates, etc.; it may obtain from the manufacturer, wholesaler, retailer, and seller either directly or indirectly.

Prior to the purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the State Contract Manager. The State Contract Manager will review that list and will either (a) authorize the Contractor to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor shall obtain price quotations from a minimum of three (3) sources.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

EXCEPTIONS AND ADDITIONAL AGREEMENT DOCUMENTS

In accordance with Section 1.0 the NJSTC, a Bidder intending to propose exceptions to RFQ provisions or the NJSTC (hereinafter "RFQ/NJSTC") shall submit such exceptions and suggested remedies during the RFQ-defined Question and Answer Period (*See* RFQ Section 1.3.1). Modifications to the RFQ/NJSTC that may result from such posed exceptions will be set forth by addenda prior to the Quotation opening for the benefit of all potential Bidders.

The Division's response to such posed exceptions will not be further considered after Quotation opening.

Any exception submitted with a Quotation shall be considered null and void unless such exception is deemed by the Division to be fully congruent with the RFQ/NJSTC and to be of no material benefit to the Bidder.

A Quotation offering additional agreement documentation that the Bidder considers necessary to the performance of the Contract is subject to the following limitations:

- The State will not accept any agreement document's provision, term, or condition that conflicts with any provision, term, or condition of the RFQ/NJSTC.
- The State will consider null and void any Contract document's provision, term or condition that, although not in conflict with the RFQ/NJSTC, is regarded by the Division to be of material benefit to the Bidder. In submitting additional Contract documentation, the Bidder shall identify each provision, term and condition in the Contract document(s) that conflicts with, or is in addition to, the RFQ/NJSTC.

4.1.1 Submission Instruction

4.2 QUOTATION CONTENT

The Quotation shall be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Section 4.2.1)

Section 2 - Technical Quotation (Section 4.2.3)

Section 3 - Organizational Support and Experience (Section 4.2.4)

Volume 2

Section 4 – Rate Schedule (Section 4.2.5)

4.2.1 Forms, Registrations and Certifications

4.2.1.1 MacBride Principles Certification

The Bidder shall certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the NJSTC and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

4.2.1.2 Non-Collusion

By submitting a Quotation, the Bidder certifies as follows:

- a. The price(s) and amount of its Quotation have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder.
- b. Neither the price(s) nor the amount of its Quotation, and neither the approximate price(s) nor approximate amount of this Quotation, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they shall not be disclosed before the Quotation submission.
- c. No attempt has been made or shall be made to induce any firm or person to refrain from bidding on this contract, or to submit a Quotation higher than this Quotation, or to submit any intentionally high or noncompetitive Quotation or other form of complementary Quotation.
- d. The Quotation of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from to submit a complementary or other noncompetitive Quotation.
- e. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.2.1.3 New Jersey Business Ethics Guide Certification

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the NJSTC. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFQ signatory page, or by entering a pin if submitting an e-bid Quotation, the Bidder is automatically certifying that it has read the guide, understands its provisions, and is in compliance with its provisions.

4.2.1.4 Ownership Disclosure Form

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership, or sole proprietorship, the Bidder shall complete the attached Ownership Disclosure Form (“ODF”). A current completed ODF shall be received prior to or accompany the Quotation. Failure to submit the form, or submitting an improperly completed or incomplete form, may preclude the award of a Contract.

4.2.1.4.1 Certification of Non-Involvement in Prohibited Activities in Iran

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

4.2.1.5 Disclosure of Investigations and Actions Involving Bidder

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.2.1.6 Subcontractor Utilization Plan

All Bidders intending to use a subcontractor shall submit a completed Subcontractor Utilization Plan. Please see the State, Division of Purchase and Property’s Subcontractor Forms, which includes the Subcontractor Utilization Plan form.

4.2.1.6.1 Small Business Subcontracting Set-Aside Contracts

The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at:

If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan, and the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If the bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its quote or within seven (7) business days upon request. Note: a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets with the quote or within seven (7) days upon request shall preclude award of a contract to the bidder.

If awarded the contract, the bidder shall notify each subcontractor listed in the Plan, in writing.

4.2.1.6.1.a HUD Section 3 Program Compliance

Bidders must submit a plan with this Quotation to the State regarding HUD's Section 3 Program ([Section 3 Regulations: 24 CFR 135](#)) as applicable. The plan must illustrate not only how the bidder intends to comply with HUD's Section 3, but also how subcontractors, if any, will comply with HUD's Section 3. Prior to the execution of the Contract the Bidder will affirmatively attempt to identify a portion of new hires as qualified under HUD's Section 3. If the Bidder cannot meet the HUD Section 3 Program requirements set forth above, the Bidder shall submit documentation demonstrating its good faith effort to meet the targets, as best practical, with its Quotation. Information regarding this Federal Regulation may be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

4.2.1.7 Business Registration

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors shall have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a Contract. To facilitate the Quotation evaluation and contract award process, the Bidder shall submit a copy of its valid BRC and those of any named subcontractors with its Quotation. Refer to Section 2.1 of the NJSTC.

Any Bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the Quotation submission opening or who’s BRC was revoked prior to the submission of the Quotation shall proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a Bidder’s early attention to this requirement is highly recommended.

The Bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its Quotation shall be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

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

4.2.1.8 Services Source Disclosure Certification Form

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the Bidder is required to submit a completed source disclosure form. The Bidder’s inclusion of the completed Services Source Disclosure Form with the Quotation is requested and advised. Refer to RFQ Section 7.1.2 for additional information concerning this requirement.

4.2.2 Pricing

The Bidder shall submit its pricing on the State supplied Rate Schedule, attached as Exhibit 1 and supply any additional pricing information as directed in RFQ Section 4.2.5.

4.2.3 Technical Quotation

In this Section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work in Section 3.0. The Bidder shall set forth its understanding of the

requirements of this RFQ and its ability to successfully complete the contract. This Section of the Quotation shall minimally contain the information identified below. The Bidder shall identify the technologies it proposes to use, and shall detail the SaaS, PaaS, or COTS technologies it proposes to use.

4.2.3.1 Management Overview

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative shall demonstrate that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the Level of Effort (“LOE”) necessary to successfully complete the Contract. This narrative shall demonstrate 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 RFQ 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 shall 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 Quotation will lead to successful Contract completion.

4.2.3.2 Contract Management

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

4.2.3.3 Potential Challenges

The Bidder shall set forth a summary of any and all challenges that the Bidder anticipates during the term of the Contract. For each problem identified, the Bidder shall provide its proposed solution.

4.2.4.1 Location

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

4.2.4.2 Organization Charts

- a. **Contract-Specific Chart** - The Bidder shall include a contract organization chart and narrative, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart shall include the labor category and title of each such individual.
- b. **Organizational Chart** - The Bidder shall include an organization chart and narrative showing the Bidder’s entire organizational structure. This chart shall show the relationship of the individuals assigned to the Contract to the Bidder's overall organizational structure.

4.2.4.3 Resumes

The Bidder shall provide a detailed resume or bio for each staff member and respective “back-up” identified in the Bidder’s “Staffing Chart.”

The resumes shall clearly demonstrate experience and qualifications relative to the work to be performed. Due to the critical nature of the Scope of Work to be performed;
At a minimum, the resume or bio shall include such information as:

- Demonstrated experience specific to providing the types of services required in this RFQ;
- Employment history;
- Education;
- Degrees/professional certifications and/or licenses; and
- Any additional information that would allow the Committee to assess the individual’s abilities to perform the services required by the contract.

The Bidder shall 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 that the subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other PII other than the individual’s name from the resume.

4.2.4.4 BACKUP STAFF

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

The Bidder shall also 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.

The proposed backup staff shall be as technically proficient and experienced as the primary staff member being replaced.

4.2.4.5 Experience and Performance of the Bidder on Contracts of Similar Size and Scope

a. Contract Experience.

The Bidder shall provide a listing of contracts, (including beginning and ending dates) 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 RFQ. At least three of the contracts shall be described in detail as set forth in paragraph d. below. For each contract listed, the Bidder shall provide two names and telephone numbers of individuals that may be contacted concerning the contracts.

b. Subcontractor Experience.

The Bidder shall document that each of Bidder’s proposed subcontractor(s) 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 Quotation. The Bidder shall provide a detailed description

of services to be provided by each subcontractor. A description of such contracts shall be included and shall show how such contracts relate to the ability of the Bidder to complete the services required by this RFQ. The Bidder shall provide the same references for proposed subcontractors as are required of the Bidder.

c. Business References.

A minimum of three business (3) references shall be provided for the Bidder. These references will allow the State to address specific questions or issues with the referenced sources, regarding the Bidder's performance, quality, and responsiveness, as it relates to the specific requirements of this RFQ.

For each such previous performance referenced, the Bidder shall provide the name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Bidder's performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.) on the client-specific projects.

Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) shall be senior executive decisions makers (a CEO, Sr. Vice President, etc.) who can address the Bidder's abilities, manner of interacting with him/her, as well as other members of the organization, success in providing these services and overall effectiveness/impact on the company.

d. Specific CDBG-DR contract experience.

The Bidder shall demonstrate capacity that the Bidder fully understands and has previous experience with CDBG-DR program and financial requirements. Bidder's experience shall be documented, actionable, measurable, testable, traceable, related to identified business needs or opportunities, and defined to a level of detail sufficient for the System design. CDBG-DR experience including CDBG-DR financial management and accounting experience is critical and the Contractor may team with another firm on a GSA schedule to achieve this capability.

The Bidder shall document experience in implementing disaster recovery projects exceeding \$500 Million, and shall describe in detail at least three (3) contract engagements of a 2 year duration or greater where it was responsible as the primary IT shared services provider, involving the IT service areas listed below. At least one engagement shall have been undertaken within the past three years. One of the clients shall have been a State or local government with an annual IT budget of at least \$10,000,000 (including a HUD CDBG DR/ State disaster recovery effort). All three contract engagements shall be production systems or environments, not initiatives that are in development. Experience shall include capabilities in the following areas:

- Program/Project Management
- Systems Development
- Task Order Issuance and Management
- Change Control and Configuration Management
- Service Desk and Incident Management
- Quality Assurance, Systems, and Integration Testing
- Oracle/SQL or functional equivalent Database Management
- Data Warehouse Management/Reporting

- Business Intelligence Reporting
- IT Computer Operations Management
- Local Area Network (“LAN”) Management
- Desktop Support
- IT and Desktop Security
- GIS Development, Support and Reporting
- Disaster Recovery Planning and Testing
- Rapid System Development and Operations Standup
- Operating databases with production, reporting and testing environments, and all running parallel
- Interface development with existing State and federal fiscal, management information, reporting, compliance, and auditing systems
- Capacity to use existing public domain systems from previous disaster recovery projects of a similar scale and magnitude as encountered by the State, as well as software as a service (“SaaS”), platform as a service (“PaaS”) or commercial off the shelf (“COTS”) technologies to accomplish the functionality of a BPM system to support the State CDBG-DR program
- Demonstrate proficiency with (“PaaS”) or (“COTS”) technologies, including previously developed systems of similar nature or size

e. References Template

Bidder shall use the Reference Template attached as Exhibit 4 to provide this information in a standardized format.

Failure to provide this information in the Quotation may result in the Quotation being deemed non-responsive by the Director.

f. Sample Plans

Bidder shall supply samples of plans required in Exhibit 3 including a security plan, contingency plan, backup plan, record retention plan, training plan, performance management plan, disaster recovery plan, system support plan (help desk), and software upgrade plan.

4.2.4.6 Financial Capability of the Bidder

In order to provide the State with the ability to judge the Bidder’s financial capacity and capabilities to undertake and successfully complete the contract, the Bidder shall submit financial statements audited by an independent certified public accountant which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder’s most recent fiscal year. In addition, the Bidder shall submit three bank references. The Bidder shall also submit its Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) Number.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with the Quotation.

The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.2.5 Rate Schedule

Bidders shall provide a fully completed and signed Rate Schedule (attached to this RFQ), which is attached hereto as Exhibit 1. It shall include a separate not to exceed price component for the Labor Cost and the ODC Costs.

Hourly rates shall be the same or lower than its GSA pricing.

Failure to submit all information required may result in the Quotation being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

Bidders shall provide a price sheet that shall include the following information:

- Labor Cost

The scoring for the Cost Proposal on this Quotation will be based on the total proposed labor based on the number of hours and the labor rates for the labor groups shown on the attached Rate Schedule and the ODC.

The Rate Schedule provides a mechanism for the Bidder to communicate labor rates for 26 labor categories that have been placed in one of eight labor groups. The attached Rate Schedule assumes that the Bidder shall provide 52 full time equivalent positions to staff the project for two years. The Bidder shall provide a schedule of the number of its employees to be assigned to each Labor Category with its Quotation to accomplish the four (4) task orders identified in Exhibit 3. Labor allocation in succeeding task orders may be adjusted as approved by the State Contract Manager, but the Quotation shall propose a not to exceed price setting forth the amounts for the Labor Cost and the ODC Cost.

Labor will be computed as follows:

1. Bidders shall provide a labor rate for each labor group shown on the Rate Schedule. For each proposed group of employees or subcontractors, select the IT Labor Category that most closely matches the job functions proposed.
2. Bidders shall use rates that are equal to or less than their current GSA rate.
3. Bidders shall provide a rate per hour for each Job Group.
4. Bidders shall indicate whether each position/title will be provided with In-House or Subcontracted Staff
5. Bidders shall enter any optional comments or explanatory notes for each labor category.

6. Multiplying the appropriate hours by the appropriate rates and summing all costs for all labor categories will provide the State with the Bidder's cost for use in the evaluating and ranking the Quotation against those of other Bidders.

- Other Direct Costs

As part of ODCs, the Bidder shall include IT hardware, software (licenses), networking and security appliances, networking/communications/data circuits, and security appliances necessary to implement, support, and operate the IT cloud computing and BPM system described under Project components above.

If the Bidder is not supplying "dedicated" hardware resources to host State applications and data, the Bidder shall maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation, and access control to infrastructure devices and access/security logging within its infrastructure.

All such ODC items must be preapproved by the State. Also, the State reserves the right to acquire and/or use any such item through its own facilities or inventory, or to procure such items through State contracts, State/volume discounts, bidding, etc. Furthermore, the Contractor shall pass on any credits to the State, and any discounts, rebates, etc. It may obtain from the manufacturer, wholesaler, retailer, and seller either directly or indirectly.

These costs are part of the evaluation process of the Cost Quotation; every Bidder shall submit a listing of ODCs using the forms included in the Rate Schedule. To demonstrate the Bidder's knowledge and understanding of the RFQ, the Bidder must supply the specifications and/or details for each item listed. All responses must be based on providing a cloud-based solution that meets the requirements of this RFQ.

- Travel Expense

The Bidder shall enter an amount on the Rate Schedule for the amount of travel expenses they will incur if selected based on the allowable expenses as shown in Section 3.6.1.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The Contract awarded as a result of this RFQ shall consist of this RFQ, addenda to this RFQ, the Contractor's Quotation, any BAFO, and the Division's Notice of Award.

Unless specifically stated within this RFQ, the Special Contractual Terms and Conditions of the RFQ take precedence over the NJSTC accompanying this RFQ.

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

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, and the Bidder's Quotation, the RFQ and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the Contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFQ. If delays in the procurement process result in a change to 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 all or part of **three (3) one-year** periods, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the Contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the Contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of the Contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 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.

5.6 SUBSTITUTION OF STAFF

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.

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Section serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJSTC accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. 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 State Contract Manager.

The Contractor shall provide detailed justification documenting the necessity for the substitution or addition.

The Contractor shall provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work that the subcontractor is to undertake.

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

In the event the previous subcontractor to be replaced is a Small Business Enterprise ("SBE"), Minority-owned Business Enterprise ("MBE"), Woman-owned Business Enterprise ("WBE") or Veteran-owned Business Enterprise ("VOB") as registered/certified by the New Jersey Department of Treasury, Division of Revenue–Small Business Registration and M/WBE Certification Services; the Contractor shall make every effort to replace the firm, in kind. Should the Contractor be unable to make such replacement with a SBE, MBE, WBE or VOB subcontractor; it shall evidence that a good faith effort has been made to secure the services/goods of another SBE, MBE, WBE, or VOB subcontractor firm.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the State and shall be delivered to the State upon thirty (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 Contract, Contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the Project, the intellectual property shall be identified in the Quotation. Otherwise, the language in the first

paragraph of this Section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quotation, 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, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 Data Confidentiality

All financial, statistical, personnel, customer, and/or technical data supplied by the State to the Contractor are confidential ("Confidential Information"). For all Confidential Information under its control, the Contractor shall take reasonable steps to secure all such data from manipulation, sabotage, theft, or unauthorized disclosure. The Contractor is prohibited from releasing any financial, statistical, personnel, customer, and/or technical data supplied by the State that is identified as confidential. Any intentional use, sale, or offering of Confidential Information in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, other than as required or permitted for Contractor to carry out its obligations under this Contract will be considered a violation of this Contract and may result in Contract termination as provided hereunder 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.

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

In the event that there is a breach of Contractor's obligations contained in this Section 3.5.3 involving Confidential Information in the possession and control of Contractor or its employees, agents, or subcontractors, and such breach is the direct cause of an unauthorized disclosure of such Personal Information, then the cost of the notifications in N.J.S.A. 56:8-163 shall be borne in full by Contractor.

If Contractor receives a subpoena or other valid administrative or judicial order requesting the disclosure of the State's Confidential Information, the Contractor shall promptly notify the State of the request. If requested by the State, the Contractor shall provide reasonable cooperation to the State in resisting or limiting the disclosure at the State's expense to the extent of applicable law. Subject to its obligations stated in the preceding sentence, the Contractor may comply with any binding court order, administrative order to the extent required by law, but will in doing so make all commercially and legally reasonable efforts to secure confidential treatment of any materials disclosed.

The Contractor and its entire Project staff including its subcontractor(s) shall view yearly security awareness training modules provided by the Contractor. It shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

Contractor's standard/background check for all Contractors and Project staff shall be performed and certification provided to the State upon request.

5.9.2 Security Standards

1. Network Security: The Contractor shall maintain the Contractor's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:
 - Current standards set forth and maintained by the NIST, including those at <http://web.nvd.nist.gov/view/ncp/repository>; or
 - Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity; or
2. Application Security: The Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
 1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
3. Data Security: For any connectivity services proposed, the Contractor at a minimum shall protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.
 - Any PII shall be protected. All data shall be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data shall be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
 - Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, PII, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A.56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to PCI Data Security Standard.
4. Data Re-Use: All State-provided data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
5. Data Breach: Unauthorized Release Notification: The Contractor shall comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for

informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

6. End of Contract Data Handling: Upon termination of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

5.9.3 Federal Tax Information Security

The Contractor shall comply with the tax information guidelines for federal, State, and local agencies found in IRS Publication 1075, as amended from time to time, including, but not limited to the following:

TECHNOLOGY SERVICES

I. PERFORMANCE:

1. In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - a. A person for the purposes of this section shall be defined to include any person, State Contractor, State Department, or other state contractor requiring the use of such information for the purposes of this Contract. Disclosure will be prohibited to anyone other than a person authorized to deliver services under the Action Plan or an officer or employee of the Contractor.
 - b. All work will be done under the supervision of the Contractor or the Contractor's employees.
 - c. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any Person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
 - d. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - e. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and the Contractor will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the

Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- f. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- g. All computer systems receiving, processing, storing, or transmitting federal tax information shall meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment shall provide for the managerial, operational, and technical controls. All security features shall be available and activated to protect against unauthorized use of and access to federal tax information.
- h. No work involving federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- i. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- j. The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any Person to whom returns or return information is or may be disclosed will be notified in writing by such Person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such Person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any Person to whom returns or return information is or may be disclosed shall be notified in writing by such Person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any Person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection

or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any Person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a Contractor access to FTI shall be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors shall be advised of the provisions of IRC Sections 7431, 7213, and 7213A (IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

5.10 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.

5.11 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.

5.12 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 shall be considered by the Bidder in its Quotation.

5.13 CLAIMS AND REMEDIES

5.13.1 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.

5.13.2 Remedies

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

5.13.3 Remedies for Failure to Comply With Material Contract Requirements

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate the Contract in accordance with the NJSTC, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 Task Order Deliverables and Liquidated Damages

Failure by the Contractor to complete the Tasks within the timeframes set forth in Exhibit 3 may result in the invocation of liquidated damages as detailed below. The liquidated damages may be invoked in writing at the sole discretion of the State Contract Manager and shall be subject to the limits set forth in Section 5.17.1.

These liquidated damages will continue for lesser of a maximum period of 30 days or until the first day that the Contractor fully satisfies the requirements. At any point after the assessment of the liquidated damages, the Contractor may request forbearance. This request shall be in writing and should provide a detailed explanation of why forbearance is warranted. It shall be at the sole discretion of the State Contract Manager to grant forbearance.

1. Liquidated damages may be assessed for the failure to meet the timeframes in Exhibit 3 in the amount set in Exhibit 3.

2. The State Contract Manager shall have the discretion to determine to stop assessing liquidated damages upon the actual date of delivery or if the Contractor shows good cause upon acceptance of Contractor's corrective action plan by the State Contract Manager.

3. To the extent permitted by the Contract, the State reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform, in lieu of the liquidated damages set forth above.

4. For the purpose of determining a deficiency day, the day starts at 00:00:01 AM Eastern Time.

5. The entire liquidated damages amount will be applied to a partial day deficiency and will not be pro-rated for a partial day deficiency.

The State Contract Manager will notify the Contractor in writing of the default specified herein, and of the assessment of liquidated damages.

Liquidated damages shall be paid by Contractor within 30 calendar days of State Contract Manager's written notice.

Contractor shall supply the State with weekly reports in a form and manner to be approved by the State Contract Manager to monitor and measure contract Task Order Performance Guarantees as per Exhibit 3.

5.15 RETAINAGE

The Vendor cannot invoice a task until the State Contract Manager has approved the delivery of each task. The State will retain ten percent (10%) of each amount invoiced for a period of thirty (30) days after completion. Assuming there are no issues after the thirty (30) day retention period the State Contract Manager will release the retention amount. If there are unresolved issues the State will hold the retention amount until the issues are resolved and approved as such by the State Contract Manager.

5.16 SPECIAL PROJECTS

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

In the event of special projects, the Contractor shall present a written Quotation to perform the work to the State Contract Manager. The Quotation shall provide justification for the necessity of the special project. The relationship between the special project and the base Contract work shall be clearly established by the Contractor in its Quotation.

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

The written Quotation shall detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written price schedule shall be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Quotation

submitted in response to this RFQ. Whenever possible, the price schedule shall be a firm, fixed price to perform the required work. The firm fixed price shall specifically reference and be tied directly to costs submitted by the Contractor in its original Quotation. A payment schedule, tied to successful completion of tasks and subtasks, shall be included.

Upon receipt and approval of the Contractor's written Quotation, 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, shall be submitted. Documentation forwarded by the State Contract Manager to the Director shall include all other required State approvals, such as those that may be required from the State's Office of Management and Budget and NJOIT.

No 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.

5.17 MODIFICATIONS AND CHANGES TO THE NJSTC

5.17.1 Indemnification

Section 4.1 of the NJSTC is **deleted** and **replaced** with the following:

Section 4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the Contract, for any and all claims, shall be limited in the aggregate to 500% of the value of the Contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any Person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the Contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the NJSTC.

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

5.17.2 Insurance - Professional Liability Insurance

Section 4.2 of the NJSTC regarding insurance is modified with the addition of the following Section regarding professional liability insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Bidder(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State, complete and return the “Credit Authorization Agreement for Automatic Deposits (“ACH Credits”) Form with an **original voided check or bank letter**. The form shall include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget’s website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>.

The completed form along with the required voided check or bank letter shall be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Contractors access to the Vendor Payment Inquiry web application that offers check stub information online.

Contact the State at AAIUNIT@treas.state.nj.us to request access to this application.

5.19 FORM OF COMPENSATION – INVOICING/PAYMENT

The Contractor may submit its invoices to the State as determined and approved by the State Contract Manager, or his/her designee, in his/her sole discretion on a monthly basis (no later than the 15th of each month), for work completed.

The Contractor will submit to the State Contract Manager or his/her designee, an original invoice, a completed “Monthly Status Report” and any other documentation, as may be required by the State to process payment. The State will make prompt payment to the Contractor, following receipt of any non-disputed invoices and approval of the documentation.

At a minimum, invoices submitted for payment shall include the following:

- A detailed description of the Project task or subtask services for the monthly period;
- The percentage of completion of the overall “*Scope of Services*;”
- An itemized position/title assigned to perform the work or the Task Order;

- Copies of weekly timesheets for employees assigned to do the work referenced in the invoice;
- The commencement and completion dates of the Task Order;
- The number of hours dedicated to the task or subtask for each position/title, which performed the work for the respective “*Scope of Services*”;
- A copy of the original Scope of Services approved by the State Contract Manager or his/her designee, if applicable, prior to commencing the work (this shall reference the hours to be dedicated, positions required);
- Corresponding hourly rates for each position, extended dollar amounts for each position;
- An original invoice from the Contractor referencing the purchase made;
- The original Contractor invoice(s) for the particular good(s)/service(s) purchased;
- Copies of a minimum of three (3) quotes/quotations solicited for the purchase;
- Final fully executed contract with subcontractor; and
- Original “*Procurement Approval Request*” form indicating signature approvals from the State Contract Manager, or his/her designee, authorizing the purchase.

NOTE: The State Contract Manager or his/her designee will approve the need for the purchase and continue through the DCA approval process.

In the event a partial payment is being made, prior to the completion of a task order or change order, the State Contract Manager, or his/her designee, may require the Contractor to submit evidence demonstrating and substantiating the degree of completion, before payment is approved. All such partial payments are subject to the approval of the State Contract Manager or his/her designee.

Invoices shall also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices shall itemize the position/titles involved in the performance of the work, as well as the corresponding hourly rates, as specified in the Bidder’s “*Rate Sheet.*” Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

The State considers the Contractor to be the sole point of contact with regard to contractual matters and the Contractor shall be required to assume sole responsibility for the complete “*Scope of Services/Deliverables*” and any additional services, as indicated in the *RFQ*. Payments will only be made to the Contractor. The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this *RFQ* and assumes the sole and absolute responsibility for any payments due to subcontractor(s) under the subcontract(s). By submitting an invoice to the State, the Contractor represents that all payments due to its subcontractor(s) have been made and that all relevant laws and regulations have been complied with.

5.20 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Contract. This assessment is authorized by N.J.S.A.52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State’s procurement system at a level to meet industry standards of efficiency.

5.21 ONGOING PROGRAM EVALUATION/RECOMMENDATIONS

The Contractor shall monitor and evaluate the progress and effectiveness of the System to ensure maximum efficiencies and acceptable Customer satisfaction levels are achieved. The Contractor's on-site management and supervisory staff shall be able to provide, on an ad-hoc basis, reports as requested evidencing statistics of the operations and grant disbursements.

As required in Section 3.2.4.4.14, the Contractor shall benchmark IT performance and propose a Performance Management Plan to be approved by the State Contract Manager.

6.0 QUOTATION EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

1. The requirement is not mandated by law;
2. All of the otherwise responsive Quotations failed to meet the requirement; and
3. In the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTATION ACCEPTANCE

The Director reserves the right to reject any or all Quotations, 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 the authority to award orders or Contracts to the Bidder or Bidders best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie Quotations will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 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.

6.4 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 Quotation price was determined.

6.5 QUOTATION EVALUATION COMMITTEE

Quotations may be evaluated by an evaluation committee composed of members of affected departments and agencies together with representative(s) from the Division. 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(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION

After the submission of Quotations, unless requested by the State as noted below, bidder contact with the State is still not permitted.

After the Quotations are reviewed, one, some, or all of the Bidders may be asked to clarify certain aspects of their Quotations. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Quotation, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the State concerning its Quotation. Bidders shall be available with 48 hours upon notification of the State.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quotation. Action by the State in this regard shall not be construed to imply acceptance or rejection of a Quotation. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

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

6.7.1 Technical Evaluation Criteria

Each responsive Quotation will receive a technical evaluation score which will be the average of the sum of each voting member's Technical Evaluation Score for the Quotation. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid Quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

- a. The Bidder's general approach and plans in meeting the requirements of this RFQ;
- b. The Bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFQ;

- c. 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 RFQ; and
- d. The overall ability of the bidder, to begin and successfully complete the project within the proposed schedule.

6.7.2 Bidder's Rate Schedule

For evaluation purposes, Bidders will be ranked according to the total bid price located on the Rate Sheet accompanying this RFQ Exhibit 1.

For evaluation purposes, Proposals will be scored according to the formula:

Cost Proposal Score = predetermined points x (lowest cost proposal/evaluating cost proposal)

The proposal with the highest score will be ranked the highest.

The cost proposal ranked highest will be the lowest acceptable cost proposal between the original cost proposal and the BAFO proposal submitted by each Bidder (if applicable).

6.7.3 Total Quotation Score

Each evaluated Quotation will receive a Total Proposal Score based on the following formula:

Technical Evaluation Score + Cost Proposal Score = Total Quotation Score. The Technical Evaluation Score used will be the average of the combined Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

The responsible Bidder receiving the highest Total Quotation Score may be recommended for Contract award. In the event of a tie, the Quotation with the highest Technical Evaluation Score amongst the tied Quotations may be recommended for Contract award.

6.7.4 Quotation Discrepancies

In evaluating Quotations, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.8 Negotiation and Best and Final Offer (BAFO)

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

All Bidders who receive a Technical Score within a stated technical competitive range may be asked to submit a Best and Final Offer. Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

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

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFQ, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFQ since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

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

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

6.9 COMPLAINTS

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the NJSTC accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 Requirements of Public Law 2005

- a. The State and Contractor shall comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (Formerly Executive Order No. 134) and Executive Order No. 117 (2008).
- b. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods
- c. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.
- d. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification, and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future contract opportunities.
- e. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 Source Disclosure Requirements

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the NJSTC.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State shall disclose the location by country where services under the contract, including

subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

7.1.2.1 Breach of Contract

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such Contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the NJSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 Affirmative Action

The intended awardee shall submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval shall complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 Business Registration

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors shall have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract.

7.2 FINAL CONTRACT AWARD

Contract award[s] will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Quotation(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotations may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverage required by the terms of this Contract, naming the State as an Additional Insured. Refer to Section 4.2 of the NJSTC accompanying this RFQ.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

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

8.1.1 State Contract Manager Responsibilities

For an agency contract where only one State office uses the Contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that purchase orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables, and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager.

If the Contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the Contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the Contract shall notify and coordinate the use of the Contract with the State Contract Manager.

8.1.2 Coordination with the State Contract Manager

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the Contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor cannot resolve a dispute with contract users.

Instructions

Exhibit 1 - Rate Schedule

1. Enter **Proposer's Name** on each page.
2. For each proposed group of employees or subcontractors, select the **IT Labor Group** that closely matches the job titles represented.
3. Enter an **Hourly Rate** for each Labor Group. Rates must be equal to or less than the current GSA rate.
4. If any functions within a **Labor Group** will be performed by subcontractors, click the checkbox in the **Subcontractors** field and enter the quantity and specific job title(s) in the **Comments** fields.
5. Enter any optional comments or explanatory notes in in the **Comments** fields.
6. Enter the total **Travel Expenses** your organization proposes to incur. Reference section 3.6.1 - Travel Expenses and Reimbursements for requirements and guidelines.

Exhibit 1 - Other Direct Costs ("ODCs")
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1. Enter a **Description** for each item.
2. Enter a **Quantity** for each item.
3. Enter the **Unit Cost** for each item.
4. Calculate the **Total Cost** for each item and enter it in the field.
5. Enter **Comments** to allow the reviewer to better understand each item listed. Examples may be the number of users, length of time covered, terms of a lease, monthly estimate, etc. Also note the specifications for any software, hardware, and/or licenses. (Attach additional sheets as needed.)
6. Do not leave any category blank. If cost is zero, enter the numeral "0" and explain in the **Comments** field.
7. Total all ODCs and verify that all calculations are correct.

Request for Quotation
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Exhibit 1 - Rate Schedule

Proposer					
IT Labor Categories	Hourly Rate	Personnel Hours	Total Estimated Costs	Subcontractor Yes/No	Proposer Notes
Senior Project Director II		3506			
Senior Project Director I		8765			
Senior Technologist		8765			
Infrastructure Architect		8765			
Project Manager		14024			
Team Lead		14024			
Security Specialist		14024			
Senior Business Consultant		25610			
Senior Systems Programmer		5610			
Network Engineer		5610			
Database Administrator		5610			
System Administrator		5610			
Systems Programmer		6661			
Analyst/Programmer		6661			
Storage Engineer		6661			
Help Desk Manager		6661			
Application Developer II		6661			
Documentation Specialist		3506			
Operation Support Technician III		3506			
Application Operator II		3506			
Help Desk II		3506			
Project Administrator		7012			
Operation Support Technician II		7012			
Help Desk I		7012			
CDBG Regulatory Specialist		9506			
Accountant		15506			
Total Labor Cost				<== Amount used in scoring Cost Proposal	

DCA Informational Use Only. This is not used in the scoring of the Cost Proposal	
Other Direct Costs	Total Estimated Costs
IT Hardware	
Software	
Licenses	
Office Supplies	
Expenses for Training DCA staff, Subrecipients, and other Prime Contractors	
Miscellaneous	
Total Other Direct Costs	
Travel	

I do hereby certify that the information provided herein is correct and accurate to the best of my knowledge, information, and belief. I understand that I will be subject to State and/or Federal prosecution if any of the information provided by me and/or the bidder is incorrect, false, and/or misleading.

Signature

Name

Title

Request for Quotation
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Exhibit 1 - Other Direct Costs

Proposer

IT Hardware		Note: Proposals are to be based on a Cloud based system		
Description	Quantity	Unit Price	Total Cost	Comments
Total Cost for IT Hardware				

Software				
Description	Quantity	Unit Price	Total Cost	Comments
Total Cost for Software				

Request for Quotation
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Exhibit 1 - Other Direct Costs

Proposer

Licenses		Note: Proposals are to be based on a Cloud based system		
Description	Quantity	Unit Price	Total Cost	Comments
Total Cost for Licenses				

Office Supplies				
Description	Quantity	Unit Price	Total Cost	Comments
Total Cost for Office Supplies				

Request for Quotation
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Exhibit 1 - Other Direct Costs

Proposer

Training Expenses		Note: Proposals are to be based on a Cloud based system		
Description	Quantity	Unit Price	Total Cost	Comments
Total Cost for Training Expenses				

Miscellaneous				
Description	Quantity	Unit Price	Total Cost	Comments
Price to the State for each of three (3) one-year options to maintain and operate the system in the cloud after completion of the initial contract term of two (2) years.	3			
Total Cost for Miscellaneous Expenses				
Total Other Direct Costs				

State of New Jersey

Standard Terms and Conditions

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-** Unless the bidder/offeree is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall 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 RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeree would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeree must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeree's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.
2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS** - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- 2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all their sales of tangible personal property delivered into the State. 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/busregcert.shtml>.
- 2.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State 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 thereunder are hereby incorporated by reference.
- 2.3 **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 and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 2.4 **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.*
- 2.5 **MACBRIDE PRINCIPLES** – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.
- 2.6 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 *et seq.* (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
 - a. make or solicit a contribution in violation of the statute;
 - b. knowingly conceal or misrepresent a contribution given or received;
 - c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

State of New Jersey

Standard Terms and Conditions

- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor 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 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 paragraphs 2.8a through 2.8e 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 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to 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

State of New Jersey

Standard Terms and Conditions

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 thirty (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.

- 2.10 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.
- 2.11 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.
- 3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**
- 3.1 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 shall be responsible for securing and paying all necessary permits, where applicable.
- 3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.
- 3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -**
N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:
- a) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 contracting officer setting forth the provisions of this nondiscrimination clause;
 - b) 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - c) The contractor or subcontractor where applicable, will send to each labor union or representative of 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.

State of New Jersey

Standard Terms and Conditions

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 3. 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.
 4. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
- 3.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I 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 statute.
- 3.6 **SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.
- A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.
- 3.7 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. **INDEMNIFICATION AND INSURANCE**

- 4.1 **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:
- (a) Indemnification for Third Party Claims - 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 which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract.
 - (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
 - (c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

State of New Jersey

Standard Terms and Conditions

- 4.2 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

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

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- 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. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT
- d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.
- e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

- 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the State.
- 5.2 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
- 5.3 CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
- 5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the

State of New Jersey

Standard Terms and Conditions

Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK - The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- a. For Convenience
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.
- b. For Cause
 - 1. Where a contractor fails to perform or comply with a contract or a portion thereof, 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, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
 - 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (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 shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

State of New Jersey

Standard Terms and Conditions

5.8 **SUBCONTRACTING OR ASSIGNMENT** –

- a. **Subcontracting**: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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. **Assignment**: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 **NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE** - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 **MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity 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 shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR** - The contractor 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 contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall 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.

5.12 **DELIVERY REQUIREMENTS** -

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. 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.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

State of New Jersey

Standard Terms and Conditions

- 5.13 APPLICABLE LAW AND JURISDICTION** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- 5.14. CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.
- 5.15 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.
- 5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

- 6.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing 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 must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

- 6.2 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.

6.3 PAYMENT TO VENDORS -

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by

State of New Jersey

Standard Terms and Conditions

- the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, 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 or using agency before payment will be authorized.
 - c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.
 - d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) 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. Additional information can be obtained from banks or merchant service companies.

6.5 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 shall 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.

6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues 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 and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**