

# Bid Solicitation/Request for Proposal

## Bid# 18DPP00226

**For: G8048 Sandy Integrated Recovery Operations and Management System (SIROMS) Maintenance and Hosting**

Event	Date	Time
<b>Vendor's {Bidder's} Electronic Question Due Date</b> (Refer to Bid Solicitation {RFP} Section 1.3.1 for more information.)	February 13, 2018	2:00 PM
<b>Quote {Proposal} Submission Date</b> (Refer to Bid Solicitation {RFP} Section 1.3.2 for more information.)	March 29, 2018	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation {RFP} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website and on [www.njstart.gov](http://www.njstart.gov).

<b>Small Business Set-Aside</b>	<b>Status</b>	<b>Category</b>
	<input type="checkbox"/> Not Applicable	
	<input type="checkbox"/> Entire Blanket P.O. {Contract}	<input checked="" type="checkbox"/> I <input type="checkbox"/> IV
	<input type="checkbox"/> Partial Blanket P.O. {Contract}	<input checked="" type="checkbox"/> II <input type="checkbox"/> V
	<input checked="" type="checkbox"/> Subcontracting Only	<input checked="" type="checkbox"/> III <input type="checkbox"/> VI

Bid Solicitation {RFP} Issued By

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

Using Agency/Agencies

State of New Jersey  
Department of Community Affairs

Date: April 13, 2018



# State of New Jersey

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*Governor*

DEPARTMENT OF THE TREASURY  
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*Acting Director*

May 3, 2018

**To: All Interested Vendors {Bidders}**

**Re: Bid Solicitation {RFP} # 18DPP00226  
Sandy Integrated Recovery Operations and Management System (SIROMS) Maintenance and  
Hosting**

**Quote {Proposal} Submission Due Date: March 29, 2018 (2:00 p.m. ET)  
**Revised** Quote {Proposal} Submission Due Date: May 24, 2018 (2:00 p.m. ET)**

## **Bid Amendment {Addendum} #4**

The following constitutes Bid Amendment {Addendum} #4 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} includes answers to questions.
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation {RFP} #18DPP00226, please refer to the Revised Bid Solicitation {RFP} titled Revised RFP G8048 SIROMS 050318.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.

**Bid Solicitation {RFP} # 18DPP00226**  
**Sandy Integrated Recovery Operations and Management System (SIROMS) Maintenance and Hosting**

**Answers to Questions**

Each question is referenced by the appropriate Bid Solicitation {RFP} page number(s) and section where applicable.

#	RFP Section Reference	Question (Bolded) and Answer
1	1.2	<p><b>Section 1.2 mentions - "Due to the term limits placed on the duration of the SRD program, SIROMS the need for maintenance and hosting support will decrease as the number of SRD Users and VM/Servers decreases in subsequent years." Will the State define explicitly what scope of work is expected to decrease over time?</b></p> <p>Please refer to Attachment 3 (User and Server Projections) for user and server projections.</p>
2	1.2	<p><b>P. 5 1.2 Background - Is the current incumbent and/or current subcontractors precluded from bidding on this RFP?</b></p> <p>No, this is an open bidding process.</p>
3	1.2	<p><b>P. 5 Section 1.2 Background - Is the current incumbent and/or current subcontractors precluded from bidding on this RFP?</b></p> <p>See answer to question #2.</p>
4	1.2	<p><b>P. 6 Section 1.2 Background - This section indicates that SIROMS has nearly 1,000 users, however Attachment 03 indicates the projected active user count is 530 for June 2017. Please provide the most accurate numbers to date.</b></p> <p>The current number of Active System Users is 550.</p>
5	3.1.1	<p><b>Section 3.1.1 Requirement (F) indicates that the vendor shall develop new functionality and enhancements to existing functionality as requested by SCM. Is there specific functionality that is desired for this bid, for which better, more specific estimates can be derived and proposed?</b></p> <p>No. The System currently serves the business needs, but changes may be required as the business needs change. Please refer to Attachment 4 Maintenance and Hosting for historical data regarding software update and Attachment 3 for annual projections of users.</p>
6	3.1.1	<p><b>For the purposes of pricing, will the State provide a means of estimating the amount of new functionality and enhancements which is anticipated throughout the term of the contract and its extensions? For example, 25% of the FTE staff necessary for maintenance of the system.</b></p> <p>Please refer to Attachment 4, (Maintenance Categories) for 2017 maintenance , and to Attachment 3, (User and Server Projections) to estimate this requirement.</p>
7	3.1.1	<p><b>P. 20 Section 3.0 Scope of Work - Regarding item 'd' in this section: A. Is the NJDCA expecting the vendor to propose a timeline for approval or will the DCA provide that timeline? B. If the DCA is providing the timeline has it been determined and will the state share it prior to contract signing? C. This appears to be in conflict with this item in Section 3.3.1 Role of Vendor {Contractor} - Startup - "The Vendor {Contractor} shall assume all responsibilities pertaining to</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>the hosting and maintenance of the SIROMS system within 40 business days. Please clarify if they are in conflict. If they are, which one takes precedence?</b></p> <p>A. The Vendor {Contractor} is responsible for providing a schedule of activities within ten (10) days of award that details how the Vendor {Contractor} will assume all responsibilities of the SIROMS System pursuant to Section 3.3.1 Role of Vendor {Contractor} Startup. Please see Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.1.1 Item D has been amended. B. See previous answer A of this question. C. Also see previous answer A of this question.</p>
8	3.2.1	<p><b>Section 3.2.1 Requirement (I) states "I. Exportable data in formats deemed acceptable to the State at its sole discretion." Can the State provide a specific list of required data formats for estimation purposes? In order to reduce ambiguity and allow for specificity in estimating and pricing, the formats should be based on an objective standard rather than the State's discretion.</b></p> <p>Data files are typically text based interface files tailored to each of over 20 custom interfaces, which includes but is not limited to, attachments or other supporting documents.</p>
9	3.2.1	<p><b>A. Is it the expectation of the State that all in scope tasks be accomplished using a formal Agile methodology? B. In addition, can the Vendor expect that the State's staff which the Vendor interacts with in the accomplishment of in-scope tasks have been trained in Agile methodologies, C. or will the Vendor be expected to provide this training as well?</b></p> <p>A. The current method of SIROMS project management applies Agile methodologies. B. Yes, the staff is familiar with Agile methodologies. C. The Vendor {Contractor} may need to provide supplemental training on Agile methodologies.</p>
10	3.2.1	<p><b>Does the State require that a Development environment using a copy of production data reside within a FedRAMP certified hosting infrastructure?</b></p> <p>All production data must reside within a secure environment identified within Section 3.4.3 of the Bid Solicitation {RFP}; FedRamp is an option.</p>
11	3.2.2	<p><b>Section 3.2.2 lists the number of Interfaces that need to be maintained and enhanced, but it does not list the number of systems that need to be maintained and enhanced. Will the state quantify the number of systems and interfaces that need to be maintained and enhanced?</b></p> <p>The SIROMS system currently has fewer than 20 bidirectional interfaces which will need to be maintained, however this number may vary slightly based on business needs. Please see Attachment 3 (User and Server Projections) for systems/server projections.</p>
12	3.2.2	<p><b>"The Vendor {Contractor} shall be responsible for maintaining the following interfaces in addition to developing new interfaces as requested by the State." A. Can the State confirm that the list of interfaces A-H are currently in production? B. Can the State provide a definitive list of new interfaces expected for SIROMS?</b></p> <p>A. Please see Attachment 5 (SIROMS Overview Document – Integration Section, Page 154). B. The System currently serves the business needs, but changes may be required as the business needs change.</p>
13	3.2.2	<p><b>The Vendor's performance should be tied to objective standards rather than the State's satisfaction generally, and in addition, any new development work under the contract should be tied to the Change Order process. Thus, we request that the State update the first paragraph under Section 3.2.2 on page 22 as follows:</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>"The Vendor {Contractor} shall exchange data between other data systems using Industry Standard techniques and in a manner in compliance with the requirements of the Contract. The Vendor {Contractor} shall be responsible for maintaining the following interfaces, and, subject to the Change Order process, developing new interfaces as requested by the State..."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.2 has been amended.</p>
14	3.2.3	<p><b>The State requires that the helpdesk system, "be web-based and allow end-users to create, track, and be notified via email, updates and resolution of submitted issues." A. For the purposes of the helpdesk system, do "end-users" include State staff or only the helpdesk staff provided by the Vendor? B. If State staff are included, can the State specify the number of "end-users" which are required to have access to the helpdesk system?</b></p> <p>A. State staff will be the only end users. B. Up to five (5) end user accounts for State employees are required.</p>
15	3.2.3	<p><b>The State requires that the Vendor, "be able to scale helpdesk staff during critical outages, and after planned system upgrades or maintenance..." A. Does the State intend for the Vendor's ability to scale staff be included into the FTE count provided in the Price Schedule, B. or does the State intend for there to be other means for the State to contract for additional resources when and as necessary?</b></p> <p>A. The Vendor {Contractor} has the responsibility to determine the staffing levels to meet the requirements of the Bid Solicitation {RFP}, and as such, shall include in the Quote {Proposal}. B. At this time, the State does not intend to contract resources beyond what is required in this Bid Solicitation {RFP}.</p>
16	3.2.3	<p><b>Can the State define, "appropriate System users" as it is used in Section 3.2.3(B)(6)?</b></p> <p>The SCM or his/her designee(s).</p>
17	3.2.4	<p><b>A. Since the State is asking for a hosted solution, and is thereby leasing the infrastructure to support that solution, what hardware does the State expect to actually purchase outright that is to be returned? Transfer of licensing is not a model that software vendors typically provide. B. In addition, as the expected number of SIROMS users is expected to decrease each year, the cost will likely be less expensive to renew software licenses yearly, especially those licenses that are tied to the number of users. Is this licensing approach acceptable to the State?</b></p> <p>A. The State does not currently plan to make a request of the Vendor {Contractor} to purchase any hardware for the System. The State will retain ownership of any hardware purchased directly by this Blanket P.O. {Contract}. The licenses procured and still valid under this Bid Solicitation {RFP} will be turned over to the State upon Blanket P.O. {Contract} termination. B. Yes, this approach is acceptable to the State.</p>
18	3.2.4	<p><b>Requirement F indicates that if data is copied from production, the Contractor should take steps to obfuscate the data. A. Does the term "copy from production" also include refreshing Non-Prod regions from production data? B. Or does the term pertain only to when production data is being used in Help Desk tickets or on electronic media outside SIROMS non-prod environments?</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		Requirement F pertains to copies of production data which are not housed within a secure environment equal to that of production. This requirement does not apply to DR regions or training regions which apply the same layers of security as production.
19	3.2.4	<p><b>A. Will the State detail the currently existing licenses which support the SIROMS suite of applications, B. and does the State intend to transfer these licenses to the Vendor upon contract execution or otherwise make them available for use? C. Or does the State expect the Vendor to purchase all new licenses for the purposes of executing the contract scope?</b></p> <p>A. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.4 has been amended and Attachment 7 (Licensing) has been added.  B. &amp; C. No, the Vendor {Bidder} should account for these licensing costs as part of the Bid Solicitation {RFP} to cover current and future licenses including changes/upgrades. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 4.4.5.2 and Attachment 1 (Price Sheet) have been amended.</p>
20	3.2.4	<p><b>Given that the State has required that the SIROMS suite of applications be hosted on the IT Infrastructure provided by the Vendor and for the infrastructure to be scalable over time to meet the needs of the State, hardware is not necessarily purchased by the State for the Vendor's use exclusively for the execution of a project such as the one proposed by the State. Will the State provide further clarification on the types of hardware they anticipate to be transferred to the State at the conclusion of this Contract?</b></p> <p>Please see answer to question #17.</p>
21	3.2.4	<p><b>The State requires that, "All licenses shall be purchased so that they may be transferred to the State, or transitioned to the new Vendor {Contractor} at the State's discretion, when the Blanket P.O. {Contract} ends or is terminated", however the State provides no means within the Price Schedule to invoice the State directly for any such software license costs. When Software Licenses are procured as pass-through purchases by the State, Vendors are able to obtain preferred pricing and also easily transfer these licenses to the State when necessary. Will the State amend the Price Schedule to include pricing lines for Software costs?</b></p> <p>Please see answer to question #19.</p>
22	3.2.4	<p><b>In section 3.2.4 - G, the RFP states "G. Assure the IT Infrastructure performs at service levels as set forth in the Service Metrics Table found in Section 3.4.6.5" However, there is no section 3.4.6.5 in this RFP. Will the State please clarify?</b></p> <p>Please see the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.4 Service Metrics table sets forth the Service Levels expected.</p>
23	3.2.4	<p><b>Can the State clarify how Attachment 2, which describes the Weekly Status Report, relates to the State's requirement that VMs within the hosting environment be reduced annually?</b></p> <p>Please see Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.4 has been amended to reference the correct attachment, Attachment 3 (User and Server Projections).</p>
24	3.2.4	<p><b>Section 3.2.4 - H states that the Vendor will "be responsible for reducing the Virtual Machines (VMs) within the hosting environment annually in addition to maintaining all other requirements within this Bid Solicitation." A. Will the State define a forecasted percentage by which the State would like to reduce the</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>usage of its VMs? B. Will the State clarify how the Vendor is expected to reduce the number of VMs annually without reducing the scope of work delivered?</b></p> <p>A. It is at the Vendor's {Contractor's} discretion how the number of Virtual Machine instances are reduced based on the projected system usage listed in Attachment 3 (User and Server Projections). B. Reducing the number of Virtual Machines to reflect a lower number of users, while still providing the same services, is not considered a reduction in scope.</p>
25	3.2.4	<p><b>P. 24 Section 3.2.4 - Please confirm that Development, Quality Assurance/User Testing and Reporting environments are hosted in the same Data Center as the Production environment.</b></p> <p>While the Vendor {Contractor} may house non-production environments outside of the same Datacenter, all production data must reside within a secure environment identified in the Bid Solicitation {RFP}. Production data must not reside in non-secured environments. Please refer to the revised Bid Solicitation {RFP} dated 5/3/18. Sections 3.2.4 and 3.4.3 have been amended.</p>
26	3.2.5	<p><b>Section 3.2.5 - Requirement (B) indicates reporting data shall be refreshed every 24 hours. This appears to be in conflict with the IT Infrastructure requirement E stating that Reporting is refreshed every hour. Will the State clarify this requirement?</b></p> <p>Reporting data shall be refreshed every 24 hours or as directed by the State Contract Manager. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.4 (E) (4) has been amended.</p>
27	3.2.5	<p><b>Requirement E indicates that changes can be made to the data environment as directed by the SCM. This is very open ended. Can a more definitive list of data warehouse requests be provided for estimation purposes?</b></p> <p>No changes are anticipated at this time; however, if the SCM determines changes are in the best interest of the State these terms shall apply.</p>
28	3.2.5	<p><b>The State requires that, "Selected third parties shall have access only to specific staging tables as directed by the SCM". A. Will the State define how they anticipate that this access be provided to said third parties? B. Will the State also clarify that any third-party that is engaged by the State that is given access to SIROMS related data will exempt the Vendor from data security requirements related to that third-party?</b></p> <p>A. The State does not have this information at this time. For example, in a case of a third party audit, the State would require the Vendor {Contractor} to provide access to the auditor to have access for information. B. The Vendor {Contractor} is responsible for providing State authorized access to all data housed within the SIROMS environment, thereby retaining a secure environment. If the State provides or authorizes the transfer of SIROMS data to a third party, the Vendor {Contractor} is no longer responsible for data housed outside of the SIROMS environment.</p>
29	3.2.5	<p><b>Can the State provide the specific State and Federal requirements which they are requiring the SIROMS data environment be maintained in accordance with?</b></p> <p>It is the Vendor's {Contractor's} responsibility to be aware of and comply with all relevant State and federal statutes and regulations.</p>
30	3.2.6	<p><b>The State notes that, "The State may initiate a SCR for any value at any time", which appears to contradict the SLAs noted in Attachment 4 and also the State's requirement that pricing be provided at a fixed amount yearly. A. Does the State</b></p>



#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>anticipate that SCRs with a level of effort beyond what is deemed feasible by the Vendor within the requested timeframe will be addressed via Contract Amendments B. and/or can the State clarify how these requirements work in tandem?</b></p> <p>A. The Vendor {Contractor} must provide no less than 50% of total FTE to modify the system or reports which includes bug fixes, updates, and enhancements to cover ongoing business needs. The Vendor {Bidder} shall, within its Quote {Proposal}, provide measurable estimates of change request work that can be requested and delivered each month for the remainder of the Blanket P.O. {Contract}. B. The State Contract Manager and Vendor {Contractor} will work together to set priorities for each month's change requests. If the scope or timeline exceeds the capability of the Vendor {Contract} as contracted, the State may consider a Change Order {Contract Amendment}. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.2 Staffing Requirements has been amended.</p>
31	3.2.6	<p><b>Can the State detail the, "Software controlled by other State contractors or State departments through their Blanket P.O.s {Contracts} with the State" which are anticipated to interact with the SIROMS suite of applications?</b></p> <p>The State does not plan to allow other states to have access to SIROMS at this time; however, this may be required in the future as directed by the State Contract Manager. There are various State of NJ departments that access SIROMS including but not limited to DCA, DEP, Economic Development Authority, Housing and Mortgage Finance Authority, Department of Health, Department of Transportation, Office of Management and Budget, and DORES. The Vendor {Contractor} will be responsible for software in the production environment which other State contractors won't have control over.</p>
32	3.2.6	<p><b>Can the State clarify how the Vendor will have primary responsibility for the change control and configuration management process for the system, as it relates to Software controlled by other State contractors or State departments?</b></p> <p>The State does not plan to allow other states to have access to SIROMS at this time; however, this may be required in the future as directed by the State Contract Manager. There are various State departments that access SIROMS including, but not limited to DCA, DEP, Economic Development Authority, Housing and Mortgage Finance Authority, Department of Health, Department of Transportation, Office of Management and Budget, and DORES. All changes performed by the Vendor {Contractor} to the SIROMS environment must be approved by the State Contract Manager.</p>
33	3.2.6	<p><b>While the Vendor will take all reasonable efforts to validate that functional requirements of SCRs comply with Federal CDBG-DR and State rules and policies, the State will ultimately be responsible for the approval of all functional requirements prior to the beginning of software development. Will the state modify this requirement to read as follows, "The State will work with the Vendor {Contractor} to validate and confirm that the functional requirements of the SCR comply with Federal CDBG-DR and State rules and policies."?</b></p> <p>It is the Vendor's {Contractor's} responsibility to ensure the System complies with all State and federal regulations (see question #29). It is the Vendor's {Contractors} responsibility to provide technical guidance and CDBG-DR expertise via the Vendor's {Contractor's} staffing. The State will identify business requirements which the Vendor {Contractor} is responsible for designing, developing, and testing.</p>
34	3.2.6	<p><b>The State requires that, "The Vendor {Contractor} shall provide status reporting that provides the SCM information about program and Action Plan progress, funding and financial information, and projections for managing the program and complying with CDBG-DR requirements and regulations." However, the current</b></p>



#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>Weekly Status Report example does not appear to require this detail. Therefore, can the State clarify if it is the State's intent to include this information in the Weekly Status Reporting, or to make reporting (from Business Objects, for example) available to the SCM which contains this data?</b></p> <p>The requirements listed in section 3.2.6 are not specific to the Weekly Status Report, therefore this not a requirement of the Weekly Status Report. Additional reporting may be required as needed.</p>
35	3.2.6	<p><b>Successful projects are those where broad regulatory and program requirements are translated into specific, objective statements, values or criteria that can be expressly validated. Generic, open-ended provisions relating to conformity with Federal and State requirements do not provide adequate specificity as to how the State desires the software to meet such requirements, put an unlimited burden on the Contractor to comply with unknown future requirements, and may distort pricing. Instead, it is to the State's advantage to make requirement more specific, as Contractors can then provide more accurate, more competitive pricing and also have more certainty about their obligations. Therefore, we request that the first sentence of subsection K of Section 3.2.6 on page 26 be revised as follows: "Ensure the System complies with Federal CDBG-DR, State financial practices, government accounting standards, and program requirements as of the effective date of Contract award and maintains compliance subject to the provision of updated or modified requirements to the Vendor {Contractor} by the State and the Change Order process hereunder;"</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.6 (K) has been amended.</p>
36	3.2.7	<p><b>Successful projects are those where broad regulatory and program requirements are transcribed into specific, objective statements, values or criteria that can be expressly validated through written deliverable tables of contents or use cases to be exercised during software user acceptance testing. Generic provisions relating to conformity with Federal and State requirements do not provide adequate specificity as to how the State desires the software to meet such requirements in a custom development scenario. Instead, it is to the State's advantage to make requirement more specific, as Contractors can then provide more accurate, more competitive pricing and also have more certainty about their obligations. Therefore we request the State modify Section 3.2.7(A) as follows: "Ensure the System complies with federal and New Jersey laws in regards to IT systems as of the effective date of Contract award, including but not limited to N.J.S.A 56:8-161 through N.J.S.A 56:8-166 regarding PII, and maintains compliance subject to the provision of updated or modified requirements to the Vendor {Contractor} by the State and the Change Order process hereunder;"</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.7 (A) has been amended.</p>

#	RFP Section Reference	Question (Bolded) and Answer
37	3.2.8	<p><b>The State requires that any "upgrades or enhancements" to the SIROMS applications and infrastructure are "part of the Vendor's {Contractor's} maintenance duties that are part of this Scope of Work." A. Given that the State is also requesting fixed annual pricing based on the number of FTEs required to support the scope of work, can the State provide detail on the amount of upgrades or enhancements which are anticipated each year? B. Given the State's noted desire to obtain cost savings throughout the term of this contract award, providing some means of bounding these requests, or allowing for additional hours to be consumed by the State when necessary, will allow experienced Vendors to provide the pricing that is most advantageous to the State?</b></p> <p>A. and B. The Vendor {Contractor} must provide no less than 50% of total FTE to modify the system or reports which includes bug fixes, updates, and enhancements to cover ongoing business needs. The Vendor's {Contractor's} Quote {Proposal} will include the number of FTEs they will require to cover the scope. Please refer to the revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.8 has been amended.</p>
38	3.2.8	<p><b>Can the phrase 'Other documentation' in Section 3.2.8(F)(5) be modified to read: "Other documentation as it relates to SIROMS' Functional and/or technical requirements."</b></p> <p>The State declines to accept this proposed modification.</p>
39	3.2.8	<p><b>Is the standard Windows patching schedule included in the 5 days notice required for system maintenance?</b></p> <p>Yes, scheduled Windows patches must be communicated to the State Contract Manager or their designee five (5) days or more in advance of the action.</p>
40	3.3.2	<p><b>Section 3.3.2 states that "The Vendor {Contractor} shall be responsible for identifying how many hours will be provided under each position for each contract year under the Blanket P.O. {Contract} as part of its Quote {Proposal}. The State however, shall be provided the opportunity to approve final hours for each position that the Vendor {Contractor} provided as part of its Quote {Proposal}. The State and Vendor {Contractor} may work together and adjust the hours within the Blanket P.O. {Contract} term." However, this RFP language appears to be in conflict with the Price Schedule, which requests a Unit Price for each contract component, including "FTE Maintenance Staff." A. Can the State please clarify if this language is intended to describe how the monthly cost to the State will be represented in the monthly invoice? B. And, is the overall contract price defined in the pricing sheet an estimate of the total cost, subject to modification on an ongoing or as needed basis? C. Or is there another mechanism for adjusting the project cost and/or the hours associated with the FTE Maintenance Staff?</b></p> <p>A. The Vendor {Contractor} is responsible for invoicing the State consistent with Section 5.20 of the Bid Solicitation {RFP} within the billing period at the FTE rate. The FTE rate is 2040 hours. B. No. The price represented on the price sheet is the total value of the Blanket P.O. {Contract}. C. The SCM will retain the right to shift hours from one billing period to another based on business need. The SCM is unable to adjust the total billable amount greater than the Blanket P.O.'s {Contract's} total without a Change Order {Contract Amendment}.</p>
41	3.3.2	<p><b>The IT industry has operated for decades as a distributed network that allows vendors to work remotely without compromising efficiency. Requiring this level of onsite presence will unduly increase the costs to the State without providing significant benefit. Would the State consider rewording this requirement as follows: "The Vendor shall require staff that interface directly with the State to be on-site no less than 3 out of every 4 weeks, excluding circumstances outside of</b></p>



#	RFP Section Reference	Question (Bolded) and Answer
		Project Manager 4 Security Specialist 1 Network Engineer 1 Database Administrator 4 System Administrator 2 Business Analyst 7 Programmer 19 Quality Assurance Analyst 6 Helpdesk Manager 1 Help Desk Analyst 2 Administrative Analyst 1 CDBG Regulatory and DRGR Specialist 1
46	3.3.2	<b>P. 28 Section 3.3.2 Vendor {Contractor} Staffing - Does the state prohibit the Vendor from contacting/retaining current subcontractors or subcontractor personnel for this RFP?</b>  No.
47	3.3.3	<b>The State makes various notations of the SCM and Vendor Project Manager working together to allocate resources to project components based on priorities set by the SCM. A. Given that the State has also requested fixed annual pricing on staffing, does this section imply that the State recognizes that the Vendor will only be able to deliver on project components / tasks which are mutually agreed upon by the SCM and Vendor Project Manager as feasible within the given timeframe and Vendor staffing level? B. If yes, will the state consider amending the final sentence of this Section to read, "After discussion and agreement with the SCM, the Vendor {Contractor} Project Manager shall direct its support team accordingly, and shall prioritize the work and Tasks assigned to the support team based on the specific Project components to be undertaken. The State reserves the right to amend currently contracted staffing levels should it be agreed upon by the SCM and Vendor Project Manager that additional resources are required to complete tasks within the timeframes requested by the State."</b>  A. No. B. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.2 has been revised.
48	3.3.4	<b>The State requires that the Vendor, "Provide meeting minutes for all meetings attended within two (2) Business Days of the meeting date", however in the Vendor's experience with projects of a similar size and scope, Vendor staff is often included in the State's business meetings which may or may not have direct impact on the Vendor's scope of work. Will the State consider amending the requirements around Meeting Minute distribution to be limited to meetings organized by Vendor staff or where the purpose of the meeting is explicitly in regards to activities around the SIROMS system and its management?</b>  Please refer to the Revised Bid Solicitation dated 5/3/18. Section 3.3.4 has been amended.
49	3.3.7	<b>Section 3.3.7 states that "The Vendor {Contractor} shall resolve all application bugs effecting 3 or more users within 3 business days from the time it was reported." A. How will the State determine that a user is effected? B. Must at least 3 users report the same issue?</b>  A. The user must report the issue. B. Yes, at least three (3) users must report the same issue.
50	3.3.7	<b>The State requires that, "The Vendor {Contractor} shall resolve all application bugs effecting 3 or more users within 3 business days from the time it was</b>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>reported", however there may be instances in which the State has assigned the Vendor with the completion of other tasks which may be of a higher prioritization than the resolution of an application bug. Will the State consider the amending the requirement as follows, "The Vendor {Contractor} shall resolve all application bugs effecting 3 or more users within 3 business days from the time it was reported or within a timeframe otherwise agreed upon by the SCM and Vendor Project Manager."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.7 has been amended.</p>
51	3.3.8	<p><b>In section 3.3.8 the RFP states that "The vendor shall provide detailed training and documentation of any aspect of the System's design, integrations, or environment at the request of the SCM within 10 business days." Since this RFP describes the potential for the creation, enhancement, or modification of existing functionality within the system, will the State consider modifying this paragraph as follows: "The vendor shall provide detailed training and documentation of any aspect of the System's design, integrations, or environment at the request of the SCM within 10 business days, unless otherwise agreed upon by the SCM and the Vendor PM."</b></p> <p>Yes. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.8 has been amended.</p>
52	3.3.8	<p><b>In section 3.3.8 the RFP describes a requirement for the Vendor to create a Training Plan. This requirement appears to be for a generic training plan across the entire system, but also calls for a schedule and other specific items that would need to be developed for each specific training that is held. Will the State consider modifying this sentence as follows: "The training plan shall be approved by the SCM and shall include elements of each of the following items:"</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.8 has been amended.</p>
53	3.3.10	<p><b>The RFP states that no critical errors and limited software defects can exist in any new environment during UAT. Can the State please quantify the number of "limited" defects that is acceptable?</b></p> <p>For purposes of this Bid Solicitation {RFP}, "limited" refers to the severity of the defect; not the quantity of defects.</p>
54	3.3.10	<p><b>The State notes that, "The State acceptance testers will follow certain guidelines in logging issues with the State using the tracking system referenced in Section 3.2.2 Item C #2 in this Bid Solicitation {RFP}", however this Section of the RFP pertains to existing Interfaces which are required to be maintained and does not offer any detail on the tracking system referenced in this section. Can the State please clarify this requirement?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.10 has been amended.</p>
55	3.3.10	<p><b>The State requires that, "The Vendor {Contractor} shall provide user testing sessions a minimum of 5 business days in advance of a scheduled system, database, interface, or report production release. The State stakeholders involved in the testing must be provided with training and a testing checklist identifying the changes. The testing environment must include user accounts that match production access with data that has been refreshed within the last 15 business days", however experienced Vendors understand the need to expedite these timelines when necessary to meet the State's business needs. Will the State consider amending this Section to allow for the SCM and Vendor Project Manager</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>to agree upon other timelines associated with User Acceptance and issue resolution when necessary?</b></p> <p>Yes. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.10 has been amended.</p>
56	3.3.10	<p><b>We request the State amend the first sentence of paragraph 3 under Section 3.3.10 from "All issues discovered during testing shall be resolved within 5 business days and prior to production deployment" to the following revised wording: "All issues resulting from documented requirements discovered during testing shall be resolved within 5 business days and prior to production deployment."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.10 has been amended.</p>
57	3.3.11	<p><b>In Section 3.3.11, can the State define the "Copy of Systems and Data," or change to read "User Guides and Workflow diagrams"?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.3.11 has been amended.</p>
58	3.3.12	<p><b>Section 3.3.12 states that the Vendor shall supply to the State 40 licenses for all software for a period of three (3) years after the expiration of the contract at no additional cost to the State. In order to fulfil this requirement, the State will need to specify exactly which software licenses are requested to be provided. Additionally, the inclusion of the software licenses for three (3) years past the expiration of the contract will create additional cost to the State. Will the State specify which software licenses are referred to in this section?</b></p> <p>The Vendor {Contractor} is responsible for projecting the use of the system as provided in Attachment 1 (Price Schedule) with the knowledge that the CDBG funding is expected to end in September of 2022. Core systems need to remain accessible and functional beyond this date with minimal usage. Please refer to the Revised Bid Solicitation {RFP} dated 3/27/18. Attachment 7 (Licensing) has been added.</p>
59	3.3.12	<p><b>The State requires that, "The Vendor {Contractor} shall supply to the State 40 user licenses for all software for a period of three (3) years after the expiration of the Blanket P.O. {Contract} at no additional cost to the State. Access for users will include three (3) system administrators with full system access to all components supported by this Bid Solicitation {RFP}." Given that the Period of Performance for this Contract is three (3) base years and three (3) extension years at the option of the State, and that the State has not provided a means for providing separate costs for software licensing, Vendors will need to include the cost of Software Licensing, for up to nine (9) years after contract award, within the pricing for the initial hosting setup. This would be fiscally disadvantageous to the State. Would the State consider adding annual pricing lines for software licenses as to allow the Vendor to propose the most advantageous pricing to the State?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 4.4.5.2 and Attachment 1 (Price Sheet) have been amended.</p>
60	3.3.12	<p><b>P. 33 Section 3.3.12 PROJECT CLOSEOUT - Similar to the previous RFP, can the State modify the Rate Schedule to include a Miscellaneous line? This line item will include the procurement, software, Cloud or other licenses and services to the State for forty (40) user licenses, valid for 3 years after contract expiration or termination. An additional requests would need a contract agreeable to all parties, including additional or new pricing</b></p> <p>The State declines to accept this proposed modification.</p>



#	RFP Section Reference	Question (Bolded) and Answer
61	3.4.1	<p><b>P. 33 Section 3.4.1 State Technology Requirement and Standards - "http://www.nj.gov/it/business/index.shtml#architecture This link gets a 'Not Found' error. Please advise where appropriate documentation can be found. "</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.1 has been amended.</p>
62	3.4.3	<p><b>Section 3.4.3 paragraph 1 states in part: "...cloud and not only secure the physical and virtual application infrastructure utilizing the FedRamp, OIT, or SCM identified security requirements..." The State has already mentioned the hosting environment needing to satisfy FedRAMP security requirements which should be met by providing FedRAMP certification. Can the State please describe explicitly what additional OIT and SCM identified security requirements must be met?</b></p> <p>If the Vendor {Contractor} is adhering to and maintains the System in a FedRamp certified environment then no further security measures should be required currently.</p>
63	3.4.3	<p><b>Section 3.4.3 paragraph 4 states that "The Vendor {Contractor} shall provide a copy of the State's stored data that is stored within the Vendor {Contractor} provided State System. Stored data shall be supplied in a database, unless otherwise directed by the SCM"? Is the State implying that routine copies of the State's SIROMS data can be provided to the State via Database backup files?</b></p> <p>Please see Section 3.4.6.2: "The Vendor {Contractor} shall provide a backup of the production environment to the State within 50 business days after the Blanket P.O. {Contract} award, and a refreshed copy of the production environment every 30 calendar days thereafter. At no point shall the backup provided to the State contain Systems or data older than ten (10) business days. The backup must be sent in a secure manner and approved by the SCM."</p>
64	3.4.3	<p><b>The State refers to requirements in Section 3.2.1.1 and this Section does not exist in the RFP. Can the State please clarify the requirements which are being referenced here?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.3 has been amended to reflect correct Section.</p>
65	3.4.3	<p><b>P. 34 Section 3.4 Hosting Services - Is any portion of the hosting solution, including the data center, subcontracted or not owned by incumbent?</b></p> <p>The physical hardware is owned or leased by the incumbent; however, the State owns all software within the SIROMS environment.</p>
66	3.4.3	<p><b>P. 34 - Section 3.4.3 Hosting Services - Does the state object to Vendor continuing to host SIROMS in the Data Center where it currently resides?</b></p> <p>The State does not have objections with the continued hosting in the current environment; however, the Vendor {Contractor} is responsible for all aspects of hosting the System.</p>
67	3.4.5	<p><b>Section 3.4.5 of the RFP indicates that all file transfers between the Vendor and State must happen using specific file transfer protocols. A. Do the file transfers refer only to SIROMS applications interfacing with third party systems or does it also include vendor contractors transferring files to State staff? B. For example, are email attachments acceptable to send files to State staff?</b></p> <p>A. The current SIROMS environment does not use any communication links identified in Section 3.4.5. of the Bid Solicitation {RFP}, as the System is hosted on an external web platform. This interface only refers to transfers between SIROMS and the State's internal</p>

#	RFP Section Reference	Question (Bolded) and Answer
		network. SIROMS is a web-based application and does not interface with the State in this way. B. Yes.
68	3.4.5	<p><b>In section 3.4.5 the RFP states "During the term of the Blanket P.O. {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 Vendor {Contractor} shall be required to conform to all requirements." A. Will the State confirm that any changes to transfer protocols that require a change to existing SIROMS interfaces must go through an official SCR and that these changes might affect both sides of the file transfer? B. Will the State also confirm that significant changes to the file transfer approach could fall outside the scope included in this maintenance contract?</b></p> <p>A. Interface changes will be applied through a SIROMS change request approval process. The Vendor {Contractor} is responsible for making changes to existing interfaces and adding interfaces as requested. B. The State reserves the right to request a Change Order {Contract Amendment} or adjust FTE if the interface becomes a conflict of priorities.</p>
69	3.4.6.1	<p><b>In section 3.4.6.1 and again in section 5.9.2, the State requires that the system be both HIPAA and PCI compliant for data security. Is it the State's intention to begin collecting credit card or personal health data as a part of current or future programs that will be served through this application? If not, PCI and HIPAA compliant data security will add undue cost to the State without added benefit</b></p> <p>The State has no current intent to capture this data.</p>
70	3.4.6.1	<p><b>P. 40 Section 3.4.6.1 Security Plan - This section indicates that Vendor must provide a security plan with 15 days of award date, however, on Pg. 27 Section 3.2.7-b calls for a final security plan after 30 days. Please clarify</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.1 and Section 3.2.7 Item B have been amended.</p>
71	3.4.6.2	<p><b>Adding a requirement for third party Disaster Recovery testing annually will significantly increase the costs to the State. Third-party testing is not industry best practice for DR testing, as the Vendor SMEs will be the staff actually running the recovery should a disaster occur. Since there is the previously existing requirement that the Vendor conduct an annual DR test, and considering the increased data security exposure of adding an additional sub-contractor as a third-party tester, would the State consider removing this additional requirement?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.2 has been amended.</p>
72	3.4.6.2	<p><b>An RTO of 24 hours usually does not include the same level of performance as production because "hot" infrastructure DR pairs are usually maintained on lower performing infrastructure for cost savings. Does DCA require the same level of performance on the disaster recovery infrastructure even if it means substantial additional expense for infrastructure that will hopefully never be fully utilized?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 item 18 has been amended.</p>
73	3.4.6.2	<p><b>Section 3.4.6.2 paragraph 3 states in part that "The backup systems shall have no more than 20% loss in performance or functionality, and no data loss shall be observed in this event." It is not possible to have no data loss to a DR environment, because it must be configured via asynchronous replication</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>because of latency issues. Please provide what RPO is required instead of the term "no data loss," considering that current RPO for SIROMS is 4 hours.</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 item 18 has been amended.</p>
74	3.4.6.2	<p><b>Can an alternative to differential backups be acceptable to the State provided that backups are conducted on a daily basis?</b></p> <p>The State encourages use of industry standard advanced backup methods which achieve equal or improved results as a differential backup deemed acceptable by the State Contract Manager.</p>
75	3.4.6.2	<p><b>In the section on DR, it is required that the, "Vendor {Contractor} shall perform comprehensive testing of each major application annually." Can the State describe exactly what kind of testing is required and whether this testing is expected within the DR infrastructure?</b></p> <p>Disaster Recovery Plan document should describe how the Vendor {Bidder} intends to perform adequate testing to ensure System functionality.</p>
76	3.4.6.2	<p><b>Given the frequency of release outlined in the RFP, the elapse time to perform backups, and the size of the production system, the Vendor respectfully suggests changing this requirement to: "The production system data available for DCA to download shall be no more than 10 business days old from the time the system restore was completed."</b></p> <p>No, the State declines to accept this proposed modification.</p>
77	3.4.6.2	<p><b>The State requests that "The DR plan should demonstrate that the Vendor {Contractor} can continue to satisfy Bid Solicitation {RFP} requirements within three (3) business days following an event where their primary hosting or business location is rendered unusable", however the State later requires that, "The DR plan shall detail how the Vendor {Contractor} will ensure that the primary location and/or systems destroyed in such a disaster would return to a fully functional production systems within 24 hours of outage." Will the State please clarify the distinction being made between these two statements and/or update this paragraph accordingly?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.2 has been amended.</p>
78	3.4.6.2	<p><b>The first paragraph of this Section requires that, "DR testing must be performed by an independent third party annually", while the seventh paragraph requires that, "The Vendor {Contractor} shall conduct a disaster recovery test annually to demonstrate media, equipment, personnel, and DR plan integrity and that adequate procedures are in place." A. Can the State clarify if these requirements are intended to be exclusive on another, i.e., does the State intend for the Vendor and a Third-Party both conduct annual DR testing? B. If not, can the State clarify the Section to detail whether the Vendor can conduct the annual DR testing or if a Third-Party is required?</b></p> <p>A. The Vendor {Contractor} is responsible for completing DR testing as described within 3.4.6.2. B. Please see answer to #75. The SCM will determine if annual testing shall be audited by third party vendor. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.2 has been amended.</p>
79	3.4.6.2	<p><b>P. 44 Section 3.4.6.2 The Disaster Recovery Plan - This section states that Vendor must provide a backup of the production environment within 50 days after</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>contract award, however, Pg. 27 Section 3.2.7-b states that this plan is required within 30 business days. Please clarify</b></p> <p>Section 3.2.7 refers to the development of a backup plan. Section 3.4.6.2 refers to the State obtaining a copy of the environment which must be included within the backup plan's language.</p>
80	3.4.6.2	<p><b>It appears that the SIROMS suite of applications is built upon a number of different software products, with different licensing terms and costs. Given that there are no lines in the Price Schedule for software licensing, is it the State's intent that these costs be factored into the FTE or other hosting prices? Since cost of software licenses change year over year and the RFP scope allows for new systems development, for vendors to provide the most value and competitive pricing to the state, we recommend that software license fees be available as separate price lines.</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Attachment 1 (Price Schedule) has been amended.</p>
81	3.4.6.4	<p><b>Will the State clarify that by 99.7% uptime this SLA is not inclusive of scheduled maintenance?</b></p> <p>Scheduled and approved maintenance (downtime) during off hours is not inclusive of the 99.7%.</p>
82	3.4.6.4	<p><b>The current SLA level for the SIROMS application is 99.5% uptime as defined in the original 2013 RFQ. Understanding that a higher uptime SLA translates into higher cost to the State, will the State clarify the need to increase the uptime requirement for this application?</b></p> <p>The State's desire to increase uptime percentage is a business decision driven by program needs.</p>
83	3.4.6.4	<p><b>In section 3.4.6.4 the State defines SLAs for hosted system responsiveness. Many of these requirements are outside of industry standards and are uncommon for large experienced Vendors to incorporate. In order to achieve these performance goals around Attachments download and upload time, there are many variables that would need to be defined. A few of the questions around these variables would be: A. What is the maximum size for the document that must be uploaded within 15 seconds? B. What is the minimum speed of the computer that will be doing the upload? C. How is computer performance taken into account? D. What is the minimum network speed to which the computer is attached? E. What is the minimum speed of the router to which the network flows? F. How is network latency determined? G. How is varying network load taken into account? H. Given the challenges surrounding the definition and adherence to this requirement, would the State consider removing this requirement?</b></p> <p>A. 30 Megabits. B. A computer that is capable of transferring 30 Megabits per second. C. Computer performance is determined by its ability to transfer a file at a certain speed. D. and E. At least 30 Megabits per second. F. Via internet latency testing under 10 nanoseconds. G. No competing network loads. H. No, the State does not accept this proposed modification. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Attachment 1 Price Sheet has been amended.</p>
84	3.4.6.4	<p><b>In section 3.4.6.4 the State defines SLAs for hosted system responsiveness. Many of these requirements are outside of industry standard and are uncommon for large experienced Vendors to incorporate. In order to meet the requirement around "user actions" time many other variables are involved. For example, many SQL queries require longer than 2 seconds to run given the relational nature of</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>SQL. In order to effectively incorporate this SLA, the State would need to clearly define every instance of a "user action," and the Vendor would need to either agree or help the State understand the limitations that are outside the realm of Vendor control. Given the challenges surrounding the definition and adherence to this requirement, would the State consider removing this requirement?</b></p> <p>The State declines to accept this modification.</p>
85	3.4.6.4	<p><b>If the State wishes to include a third party auditor for performance, does the State assume the cost for that third party?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.4 has been amended.</p>
86	3.4.6.4	<p><b>Considering the hosting partner must be FedRAMP certified and security to facilities and internal infrastructure is locked down, any third party performance audit must be limited to application performance only and not auditing the internal hosting infrastructure. Does the State agree?</b></p> <p>No, the State does not agree; third party auditing is not limited to third party performance auditing only.</p>
87	3.4.6.4	<p><b>Significant time and resources are often necessary to perform stress testing even when automated tools are involved. There should be a limit to the number of performance stress testing results the State may ask for within a calendar year so that estimates can be factored into the overall cost. Can the State please modify the RFP to incorporate this limitation?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.4.6.4 item 2. Stress tests are required monthly or upon each major system update/release. Whichever is more frequent as requested by the State Contract Manager.</p>
88	3.4.6.4	<p><b>Given that reporting requests of any priority can have a significant variance in terms of the level of effort required to fulfill the request, it is unreasonable to expect that any reporting request marked as critical can be designed, developed, tested, and delivered within one (1) business day and so on. While we aspire to assist the State in fulfilling its business needs as quickly as possible, will the State consider amending this section to measure based on an appropriate time to conduct analysis and provide level of effort as it has within the Software Maintenance Requests (MR) - Response section below?</b></p> <p>The State declines to accept this proposed modification.</p>
89	3.4.7	<p><b>Will the State clarify that by "all applications" the State is referring to the initial go-live for large new modules/applications, and not to bug/fix or small/medium application changes rolling into production? Attempting to run stress testing for every code release is not industry standard and will create additional cost to the State as well as significant time increases on scheduled deployments?</b></p> <p>Please see the answer to Question #87.</p>
90	3.4.7	<p><b>Will the state please define their term concurrent as it relates to section 3.4.7?</b></p> <p>Concurrent as it relates to this Blanket P.O. {Contract} is users of the SIROMS System logged in at the same time.</p>
91	3.4.7	<p><b>The State requires that the inability to use a module as designed by 10 or more Users is considered an outage which must be restored within 15 minutes, while the inability for an end-user to use a module as designed can also be classified as an application bug for which the State has prescribed a different resolution</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>timeframe for previously within the RFP. Can the State please clarify that requirements in Section 3.4.7 do not apply to application bugs?</b></p> <p>Section 3.4.7 (4) relates to system outages where major aspects of the System are inaccessible or unusable. Application bugs typically apply to a single functional aspect of the application.</p>
92	3.4.7	<p><b>The State has stated an anticipated reduction of Users throughout the term of this Contract, however states in this Section that, "The System can expect to have 500+ concurrent users at any point in time." A. Should the 500 concurrent users be deemed the minimum number of concurrent users for the entire term of the contract award? B. If not, will the State please clarify this or other statements?</b></p> <p>A. Please see answer to question #4 regarding current active users. Please also refer to Attachment 3 (User and Server Projections). B. The System must be able to handle concurrent users equal to or greater than the number of active system users.</p>
93	3.4.7	<p><b>Section 3.4.7 states that "The inability for 10 or more end users to login or use a module as designed is considered an outage and must be restored within 15 minutes." There are many variables involved in this broad statement that are outside the Vendor's control. Will the State consider rephrasing this as follows: "The inability for 10 or more end users to login or use a module as designed, due entirely to circumstances within the Vendor's control, and exempting software application bugs, is considered an outage and must be restored within 15 minutes."</b></p> <p>No, the State does not accept this modification. Please see answer to Question #91. Also, please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) Table 1 has been amended.</p>
94	3.5	<p><b>P. 46 Section 3.5 Current Software Environment - What role does AWS play in the current technology landscape?</b></p> <p>Amazon Web Services (AWS) GovCloud is currently used for backup data transfer.</p>
95	4.4.4.3	<p><b>The State suggests that, "The resumes should conform to the State's qualifications guidelines as outlined in Attachment 04 of this Bid Solicitation {RFP}", however Attachment 04 does not contain any references to qualification guidelines. Can the State please clarify?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Attachment 06 (Staffing Categories) has been added.</p>
96	4.4.4.3	<p><b>Section 4.4.4.3 -E includes a requirement that each resume include references. As this is not common practice will the State confirm that the company references given for the Vendor will suffice and that the individual resumes are not required to have references?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 4.4.4.3 has been amended.</p>
97	4.4.4.3	<p><b>The term 'key personnel' is used throughout the RFP; however, it is not defined which labor category is considered as 'key personnel' within the context of supporting SIROMS work. Can the state define what role or which labor category is considered as key personnel?</b></p> <p>Key Personnel are considered Project Manager, Business Analyst, Helpdesk Manager, and CDBG Specialist. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Sections 2.3 and 4.4.4.3 has been amended.</p>



#	RFP Section Reference	Question (Bolded) and Answer
98	4.4.4.5	<p><b>Section 4.4.4.5 asks the Vendor to provide a comprehensive list of contracts of similar size and scope. For large Vendors, with significant experience managing large contracts, will the State accept a focused subset of similar contracts that the Vendor has successfully completed?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 4.4.4.5 has been amended.</p>
99	4.4.5.2	<p><b>Can the State provide justification for the expected number of server reduction throughout the bid solicitation? There is a natural correlation between server infrastructure and performance goals. Our expectation is that if server power is reduced, then performance goals must also be adjusted to reflect less processing power.</b></p> <p>The State has provided the referenced Attachment 4 (Maintenance Categories) and Attachment 3 (User and Server Projections) to guide a potential Vendor {Bidder} towards an annual reduction in VM instances; however, the Vendor {Contractor} is responsible for maintaining performance SLAs throughout the Blanket P.O. {Contract}.</p>
100	4.4.5.2	<p><b>The relationship between the number of users and the number of servers may not be 1 to 1. In many cases for web-based architecture it is variably relative. A. As the State is expecting reductions in both number of users and number of servers, is there an expected correlation? B. Or is the system infrastructure such that the base number of servers are required to provide the levels of service that has been defined in this RFP?</b></p> <p>A. and B. The State has provided the referenced Attachment 3 (User and Server Projections) to guide a potential Vendor {Bidder} towards an annual reduction in VM instances; however, the Vendor {Contractor} is responsible for maintaining performance SLAs throughout the Blanket P.O. {Contract} and to determine the best method to reduce VMs throughout the Blanket P.O. {Contract}.</p>
101	5. 20	<p><b>Section 5.20, paragraph 1 states in part: “State will only make payments for successfully completed work represented on the invoice. If an invoice charges for services not fully or adequately performed and/or is contrary to any provisions of this Bid Solicitation {RFP}; State has sole discretion to withhold all or part of the invoice amount until the disputed service issue is resolved.” However, given that this RFP is for the procurement of maintenance services and hosting of the SIROMS application(s), a majority of the services provided to execute against the scope of the RFP as outlined by the state will not be able to be defined as “complete” or not (e.g., labor charges for the management of project resources, labor charges for the monitoring of database performance, etc.) Therefore, given that the State could theoretically withhold payment of all invoices until contract end under the auspices of items not deemed “fully” or “successfully” performed, which are subjective standards, will the State consider amending Section 5.20 as follows: “State will only make payments for work completed in accordance with the Contract. If an invoice charge for services not in accordance with the Contract, and/or is contrary to any provisions of this Bid Solicitation {RFP}; the State shall pay the undisputed portion of the invoice and may withhold the disputed portion of the invoice amount in accordance with the Contract until the disputed service issue is resolved.”</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.20 has been amended.</p>
102	5.2	<p><b>While the language around extensions in Section 5.2 is ambiguous, it could be read to mean that each and every contract extension past the base 3-year term would be at the rates in effect in the final year of the base term. This is</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>commercially non-standard and would result in distorted pricing, as Vendors might have to artificially price the base term to account for no price increases in potential years 4-6. Since the State asks for pricing for Years 1-6 in the pricing spreadsheet, we recommend the State update this section as follows in order to remove the conflict with the pricing spreadsheet: "This Blanket P.O. {Contract} may be extended up to three (3) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in the associated extension years 4-6 for this Blanket P.O. {Contract}."</p> <p>Please see the Revised Bid Solicitation {RFP} dated 5/3/18. Sections 5.2 and 6.7.2 has been amended.</p>
103	5.4	<p><b>We request that the State add the following, or language substantially similar, to Section 5.4 in order to provide for Changes and equitable adjustments in the event of delays that are outside of the control of the Contractor: "In addition, if action or inaction by the State, or the State's other suppliers' or contractors' failure to perform their responsibilities in a timely manner, prevents Vendor {Contractor} from or delays Vendor {Contractor} in performing the Services, Vendor {Contractor} will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. In such event, Vendor {Contractor} and the State will mutually agree upon a Change Order documenting the adjustments, subject to the review and approval of the Director." This is consistent with Section 5.6 of the Standard Terms and Conditions, which provides for equitable adjustments in the event of a suspension of work by the State. Just as with delays resulting from a suspension by the State, which the State acknowledges would require adjustment, so too the contract should provide for equitable adjustments and/or adjustments to the schedule in the event of delays outside of the control of the contractor</b></p> <p>Please see the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.4 has been amended.</p>
104	5.4	<p><b>It is commercially standard for complex contracts of this nature to include a Force Majeure provision providing relief when events outside of either Party's control impact contract performance. Given the State's strict performance requirements and the Liquidated Damages provisions, it is especially important in this contract for the State to allow for forbearance in the event of Force Majeure events impacting performance. We request that the State add language consistent with or substantially similar to the following, either to Section 5.4 (Change Order) or in Section 5.13.3 (Claims and Remedies): "In no event will either party be liable for any damages caused by the failure of the other party to perform its responsibilities. Neither party will be liable for any damages for delays or failure in performance caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") will include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure will exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and will provide</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>prompt notice to the other party of the Force Majeure; and (ii) the time for performance will be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to Vendor {Contractor} will be equitably adjusted."</b></p> <p>Please refer the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.13.3 has been amended.</p>
105	5.9.1	<p><b>While contractors are willing to be accountable for their own performance, they should not have to shoulder the State's responsibility, or that of third parties, for protecting State data. In addition, liability should only arise if data is actually (or reasonably likely to have been) disclosed in a manner not permitted under the contract. Accordingly, will the State please revise the second paragraph of Section 5.9.1 as follows to reflect this concept? Suggested language for the State's consideration is as follows. "Subject to the limitation of liability in Section 15.17.1, the Vendor {Contractor} shall assume financial liability incurred by the Vendor {Contractor}, to the extent resulting from a breach of confidentiality hereunder by the Vendor {Contractor} or those working in its employ or under its control." As written - "any breach" - the language could be read to mean that the Contractor is liable for a breach, whether by the State or third parties not working for the Contractor, and regardless of whether the data is under the Contractor's control at the time of the breach. This shifts risk to the Contractor without any commensurate control; the revised language better capture's the State's intent.</b></p> <p>The State declines to accept this proposed modification.</p>
106	5.9.1	<p><b>Due to the confidential nature of the information contained in background check materials, our clients typically allow us to control the background check process with the understanding that we will only assign staff to the engagement who have received a pass rating on our standard criminal searches. We can certify the results to the State, including a summary of the items verified, which includes 7-year criminal searches at the local and federal levels, national criminal record locator search, and a global watch alert search (a search of numerous government watch lists, etc.), thus alleviating responsibility and risk to the State associated with the transmission and possession of such highly sensitive and confidential information. It is extremely rare for the actual results to be provided. Thus, please confirm that as we have done in the past with the State, this approach will be satisfactory, and that the specific results of a background check will only be shared with the State in the event of reasonable cause. In order to effectuate this minor change, the language in paragraph 4 of Section 5.9.1 could be adjusted to add "upon reasonable cause" after "made available to the State." And, "must be made? could be changed to "may be made".</b></p> <p>The State declines to accept this proposed modification.</p>
107	5.13.3.	<p><b>A cost of cover provision should be tied to the uncured material failure of the Contractor and should be subject to reasonable mitigations. Otherwise, the purchase of replacement services is entirely subjective, exposes the Contractor to potential liability disproportionate to performance of the work specified in the Contract, and potentially requires that the Contractor account for the cost of cover in its pricing and approach. Therefore, will the State please revise this term as follows, or as substantially consistent with the following? "In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate this Blanket P.O. {Contract} in accordance with the SSTC, and if the Vendor {Contractor} does not cure the breach within the cure period, authorize the delivery of Blanket P.O. {Contract} items by any available means provided however, that (1) the State has</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>taken reasonable steps to mitigate such costs, (2) the third party scope of work and services are substantially the same as the work and services terminated under the Blanket PO {Contract}, (3) with the difference between the price paid and the defaulting Vendors {Contractors} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, subject to the limitation of liability set forth in the first paragraph of the supplement to SSTC Section 4.1 stated in RFP Section 5.17.1 or take any other action or seek any other remedies available under the contract."</p> <p>The State declines to accept this proposed modification.</p>
108	5.14	<p><b>How would the State account for unusual situations like network outages or internet outages when a large number of users cannot access the system and the help desk is flooded with calls or emails? Can the State include a clause that excludes systemic events affecting many users?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.13.3 has been amended.</p>
109	5.14	<p><b>Does a single successful interface transmission reset the 2 day clock?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 3.2.2 has been amended. All interfaces must be functional to reset the two (2) day time period. This liquidated damage pertains to each interface that fails to function within a 2 day period, as such, a successful interface with Company A does not reset the 2-day clock on Company B's interface.</p>
110	5.14	<p><b>"Interface did not function?" is a broad statement that could be reliant on factors outside of the Vendor's control. Will the State include language the specifies that this LD can only be assessed when the failure to function is 100% under the control of the Vendor?</b></p> <p>The State declines to accept this modification.</p>
111	5.14	<p><b>Since the RFP creates the opportunity for new interfaces to be developed, will the State define at what stage the new interfaces will be able to be assessed for this penalty?</b></p> <p>The assessment of Liquidated Damages is possible after the production interface does not function for two (2) consecutive business days. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) has been amended.</p>
112	5.14	<p><b>Section 5.14, Table 1, Number 12 states that the description of the reason for the Liquidated Damage to be assessed as, "Vendor {Contractor} did not fix an application or report bug within 3 business days." with the Method of Assessing Damage Occurred as, "Inability for 3 or more end users to conduct business as usual due to application bug within system or incorrect information provided on a production report." Given that the Vendor may be, at the time of the discovery of the application or report bug, also working to complete system or report development as requested by the State on the same system or report, the Vendor may be forced to choose between completing the in-progress development on time or fixing the bug within the 3 day window to prevent assessment of the LD. As the in-progress development may be of greater business need/impact to the State than the remediation of the bug, would the State consider amending Number 1 in Section 5.14 to read, "Precluding a written agreement between the SCM (or his/her designee) and the Vendor Project Manager concerning a particular deliverable, liquidated damages may be assessed for the failure to meet any</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>deliverable required throughout this Bid Solicitation {RFP} in the amount set forth in Table 1 as follows."</b></p> <p>The State declines to accept this modification.</p>
113	5.14	<p><b>Can the State clearly define a mechanism for the State to provide the Contractor prioritization in advance ? such as on a weekly or monthly basis ? so that there is never any ambiguity for the Vendor about (i) which work takes precedence or (ii) whether LDs will be assessed? This would mean a suspension by the State of the applicable LDs in advance, so that it is clear that the LDs will not be assessed against the Vendor for working on the State's priorities in accordance with the State's guidance</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) (13) has been amended.</p>
114	5.14	<p><b>Does a single record transmitted in the file constitute success? Does a single record that is left out constitute a failure? And will the state more explicitly define the file defined in the format?</b></p> <p>Please refer question #109.</p>
115	5.14	<p><b>We recommend that the State set a maximum time or dollar limit, as was included in the original SIROMS RFQ, for the application of Liquidated Damages to each item in Table 1 in section 5.14. This could be accomplished by adding an additional column to the table and specifying the upper limit for the application of each item. For example, Item 2 ? "End User Support" first applies after not meeting the performance requirements over a 30-minute period. The upper, aggregate limit for Item 2 could thus be one business week.</b></p> <p>The State declines to accept this proposed modification.</p>
116	5.14	<p><b>Will the State include a provision in the Contract providing that the Contractor is not responsible in the event of third party dependencies that prevent the Contractor from meeting the performance requirements? This is already taken into account in a few instances - for example, in Item 1 it states that "Vendor {Contractor} is not liable for financial institution outages." The State could also require the Contractor to endeavor to overcome the dependency and also to notify the State with details allowing the State to provide additional guidance and/or take other action at its discretion. Proposed language capturing this for the State's consideration is as follows. ?Service Levels and associated Service Level calculations, and Liquidated Damages and associated Liquidated Damages calculations, will be suspended during an active Force Majeure, in the event of a third party dependency preventing Vendor from achieving the performance requirements, or when operating the System under a Disaster Recovery scenario, as declared by Vendor. Reporting and calculations will be reinstated once operations resume at the data center or a replacement primary site. In each such instance the Contractor will exercise commercially reasonable efforts to overcome the dependency preventing the achievement of the performance requirement and will submit reasonably detailed information to the State detailing the issue for the State's consideration."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.13.3 has been amended.</p>
117	5.14	<p><b>Will the State add a new section 5.14.6 capping the overall Liquidated Damages amounts at a reasonable percentage of monthly fees? In the event of an ongoing issue with meeting a performance requirement by the Vendor that cannot be mitigated or cured, the State has other remedies, including suspension, termination, cost of cover, etc. Suggested language is as follows:</b></p>



#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>"Notwithstanding the foregoing, Liquidated Damages will be capped and will not exceed an amount of 10% of the monthly fees paid to the Vendor for any and all failures during the measurement period in which the Vendor's respective performance did not meet the performance requirements in Section 5.14. In no month will the aggregate Liquidated Damages across all performance requirements for all failures be greater than this amount."</b></p> <p>The State declines to accept this proposed modification.</p>
118	5.14	<p><b>In order to incentivize excellent performance under the Contract, the Vendor should be rewarded for meeting or exceeding the performance requirements. This can be captured in the Contract by providing something like the following, in which excellent performance in line with the performance requirements provides an incentive in a month in which the requirements are not achieved: "If the performance requirements for the respective items in Table 1 were met for three (3) successive months prior to the month in which the performance requirements was not met, the Liquidated Damages owed to the State in that month will be reduced by fifty percent (50%)."</b></p> <p>The State declines to accept this proposed modification.</p>
119	5.14	<p><b>In order to incentivize excellent performance under the Contract the Vendor should be allowed to earn back portions of any Liquidated Damages prior to their application. Can the State please add a provision to Section 5.14 allowing the Vendor to earn back each performance item within a period of time reasonably correlated to each specific performance item? In other words, for each item not achieved, the earn back should be tied to a period following the missed item in which the Contractor can earn back all or a portion of the Liquidated Damages before the Liquidated Damages are applied for that month of performance.</b></p> <p>The State declines to accept this proposed modification.</p>
120	5.14	<p><b>Section 5.14.1 number 11 defines failure as "System did not restore full system performance within 5 business days following a stress test failure." However, stress tests are usually performed as a part of the staging of a major release in a SDLC. Additionally, assessing this type of penalty for stress tests on custom software is not industry best practice as it creates incentive for much longer internal testing prior to exposing new development to the client, which is contrary to the agile approach the State has espoused in this RFP. Additionally, the State has made clear the value in decreasing the infrastructure over time, which will be nature have a direct impact on the performance of the web-based software. Will the State consider removing this requirement?</b></p> <p>The State declines to accept this proposed modification. This refers to Section 5.14 of the Bid Solicitation {RFP} and not Section 5.14.1.</p>
121	5.14.1	<p><b>Section 5.14.1 number 13 states "Vendor {Contractor} did not meet the scheduled release date on a critical or high priority software or report update." Reputable Vendors will not accept this term without adding that written approval for schedule changes, and circumstances outside the Vendor's control will not be included in the assessment of this LD. Can the State make this change?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (13) has been amended. The SLA timing begins after the state identifies the final business requirements. If the State modifies key elements of the release's scope after the State's approval, the Vendor {Contractor} and SCM will agree on a revised scheduled release date where the Liquidated Damage applies.</p>



#	RFP Section Reference	Question (Bolded) and Answer
122	5.14.1	<p><b>Section 5.14.1 number 14 states "Vendor {Contractor} did not install patches or perform Industry Standard security updates within the last 3 months." Can the State verify that this requirement is for OS patching only?</b></p> <p>No, all servers, software, systems, and services must be updated as needed.</p>
123	5.14.1	<p><b>Section 5.14.1 number 15 states "Vendor {Contractor} did not upgrade to Industry Standard version of "core" software (Business Objects/SIROMS/.Net/etc.) within the last 2 years" This requirement is not definitive enough to be used as a guideline for assessing penalties. A. Will the State define "core" software? B. Will the State define "industry standard version" for each of the identified core software components?</b></p> <p>A. Core software are those pieces of software identified in section 3.5 of the Bid Solicitation {RFP} that require equal to or above 3 years of experience, or software which replaces those currently being used within the System. B. Industry Standard is defined within Section 2.3 of the Bid Solicitation {RFP}.</p>
124	5.14.1	<p><b>Section 5.14.1 number 15 states "Vendor {Contractor} did not upgrade to Industry Standard version of "core" software (Business Objects/SIROMS/.Net/etc..) within the last 2 years." Given that industry best practice for custom software foundational components version upgrades requires individual planning, development, and testing to ensure software compatibility with updates, will the State consider removing this requirement entirely?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. The definition for Industry Standard in Section 2.3 has been amended.</p>
125	5.14.1	<p><b>In Section 5.14 Liquidated Damages, Items 16-17 System Outage, the State has two overlapping penalties for "Inability for 10 or more end users to login or use a module as designed." Given the numerous other penalties included in this RFP, will the State choose one of these duplicative LDs to retain and remove the other?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (16) and (17) item 16 and 17 have been amended.</p>
126	5.14.1	<p><b>Section 5.14.1 number 17 states "Inability for 10 or more end users to login or use a module as designed consistently for over 15 minutes" will result in a \$10,000 per hour ongoing penalty. This is not reflective of the 99.7% uptime requirement defined earlier in the SLA section of the RFP, and is far from industry standard. Will the State consider removing this liquidated damage provision?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14(1) (16) and (17) have been amended.</p>
127	5.14.1	<p><b>In section 5.14.1 number 2, the method of assessing damage is described as "Vendor {Contractor} did not provide a non-automated response to telephone calls or emails within a 30 minute span." If there is a large event that may or may not be associated with any Vendor responsibility, it could result in a high volume of Helpdesk calls in a short period of time. Will the State consider modifying this requirement to describe that the current volume of calls as described in this RFP is what this response is tied to. For example, establishing a baseline: "Any volume above the 1 ticket per every 5 users per week will not activate this penalty for the Vendor."</b></p> <p>The State declines to accept this proposed modification.</p>

#	RFP Section Reference	Question (Bolded) and Answer
128	5.14.1	<p><b>Can the state reword the description column for Item 5.14.1, Number 3 to read "Vendor {Contractor} did not provide notification to end users within 30 minutes in the event of an outage during normal business hours/days."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) (3) has been amended.</p>
129	5.14.1	<p><b>Section 5.14.1 number 5 defines breach as "Vendor {Contractor} did not update user access within 1 business day." This does not take into account instances where the State may request a large number of user access changes and time needed for State approval prior to processing the user access request. A. Given the inherent limit in time it takes to update user access, will the State include a limited number of user requests per day that will precede this LD assessment? B. Will the State update the LD to be 1 business day after the State approves and authorizes the user access?</b></p> <p>A. The number of approved requests from the State is not anticipated to exceed 25 user additions/alterations/removals per day. B. No, the State does not accept the proposed modification.</p>
130	5.14.1	<p><b>Section 5.14.1 number 7 reads "95% of the week's Helpdesk calls were not resolved or escalated to a system change request within 1 week." This does not take into account any mitigating factors such as Vendor pending action due to the State's internal meeting or decision making process. Will the State revise to include language that describes the exceptions to this LD being assessed?</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) (7) has been amended.</p>
131	5.14.1	<p><b>Can the state reword Number 8 under section 15.14.1 to read as follows: "Data transmissions were not processed into the SIROMS user interface within 1 full business day, provided that the data received is free of critical errors and it is in the format that has previously been agreed upon by the SCM, Vendor, and External Vendor. Vendor {Contractor} is not liable for External Vendor {Contractor} outages."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) (8) has been amended.</p>
132	5.14.1	<p><b>Given the transition to the new contract and the new provisions for Liquidated Damages, would the State insert a provision or provisions for a phase-in of the Liquidated Damages, so that Vendors know exactly when they will first apply for each performance item specified? This could be some number of days or months after contract start, for example, and could be accomplished either by (i) specifying the date of first application for each item in a new column in Table 1 under Section 15.4.1, or (ii) by adding language to Section 5.14.1 stating an overall phase-in of the performance requirements.</b></p> <p>The State declines to accept this proposed modification.</p>
133	5.14.1	<p><b>The proposed contract includes multiple mechanisms which serve to incentivize the Contractor to deliver services on a timely basis, and it is commercial standard for some remedies to be exclusive so that Contractors can price with certainty. Therefore, will the State please revise the Liquidated Damages section to reflect that (i) the State would not also seek an additional monetary remedy for the same failure unless the liquidated damages assessed are deducted from any other monetary penalties awarded, and (ii) the Liquidated Damages would serve as the State's exclusive remedy for the items listed unless expressly provided otherwise in the Contract?</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		The State declines to accept this proposed modification.
134	5.14.1	<p><b>We request that the State amend Section 15.14.1 Number 1 as follows: "Automatic Clearing House Transactions did not occur for 2 consecutive business days. Vendor {Contractor} is not liable for financial institution outages or delays in providing funds availability. Vendor {Contractor} is not liable for delays resulting from setting up payment accounts including account/routing numbers."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.14 (1) (1) has been amended.</p>
135	5.15	<p><b>Given the provisions for Service Levels and Liquidated Damages and the State's many other remedies in the Contract, we recommend that the State delete the Retainage provision. The administrative burden on both the Contractor and the State to calculate and administer the retainage on top of all of the other financial provisions will not be worth any minimal additional incentive the State obtains.</b></p> <p>The State declines to accept this modification.</p>
136	5.17.1	<p><b>Reputable contractors do not typically indemnify the State for all issues that arise related to the contract regardless of whether the contractor was at fault; rather, they only indemnify for items within the control of the contractor. Accordingly, we request the State further clarify that the responsibility of the Contractor to indemnify the state for third party claims under paragraph (a)(i) of Section 5.17.1 is for personal injury, death, or damage to tangible personal property to the extent caused by the negligence or misconduct of the Contractor. Otherwise, the Contractor could be held liable for the State's use of the Contractor's solution in which the Contractor is not at fault and had no control over the event giving rise to the indemnification claim. Suggested language for the State's consideration 5.17.1(a)(i) is as follows: "For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, to the extent resulting from the negligence or misconduct of Contractor in performance under this Blanket P.O. {Contract} or the order; and..."</b></p> <p>The State declines to accept this proposed modification.</p>
137	5.17.1	<p><b>We request that the State establish a "super cap" on liability in the event of a breach of confidentiality, so that Contractors are not exposed to unlimited liability, consistent with several recent solicitations from the State in which the State has been agreeable to doing so. The State could set a dollar minimum, such as \$1M, in order to protect itself while still affording Contractors certainty about their liability. Suggested language, consistent with past terms agreed to and accepted by the State in recent similar solicitations, is as follows: "For any and all claims regarding the Vendor {Contractor}'s breach of its obligations of confidentiality described in Bid Solicitation {RFP} Section 5.9.1 and the Vendor {Contractor}'s obligations regarding data security and data breach notification and remediation described in Bid Solicitation {RFP} Section 5.9.2, the Vendor {Contractor}'s liability shall be limited in the aggregate to [200]% of fees paid to Vendor {Contractor} in the 12 months preceding the breach of confidentiality or data breach notification and remediation event or \$1,000,000.00, whichever is greater."</b></p> <p>The State declines to accept this proposed modification.</p>
138	5.17.1	<p><b>In any instances of custom development, the Vendor is relying on the State's instructions. Although the intellectual property infringement language takes this into consideration, the language goes on to put additional burdens on the Vendor to review such designs, specifications, requests, or instructions, and advise the State if there is a potential issue of patent or copyright infringement. This</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p>requirement is overly burdensome to the Contractor and will only serve to increase the contract price and extend the project schedule so that diligent contractors may undertake appropriate due diligence. We request that this language be changed substantially in accordance with the following: "Notwithstanding the foregoing, Vendor {Contractor} has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this Blanket P.O. {Contract} with any product, device, or Software not supplied by Vendor {Contractor}; (2) the State's unauthorized alteration or modification of any product supplied under this Blanket P.O. {Contract}; (3) the Vendor's {Contractor's} compliance with the State's designs, specifications, requests, or instructions; or (4) the State's failure to promptly implement a required update or modification to the product provided by Vendor {Contractor}. The Vendor {Contractor} will not knowingly misappropriate the intellectual property of any third party, and will advise the State in the event that it becomes aware that the State's designs, specifications, requests or instructions present potential issues of patent or copyright infringement." This provision still requires that Contractors advise the State in the event of likely infringement, but does not make doing so a condition of relief. This is much more commercially reasonable while still affording the State several protections.</p> <p>The State declines to accept this proposed modification.</p>
139	5.17.3	<p><b>With respect to the stated remedies for breach of the warranties in each of these Sections, the State already has other mechanisms (liquidated damages, cost of cover, termination, etc.) which serve as incentives to the Contractor to perform. A contractual right for the State to also recover fees paid to the Contractor for deficient services or software presents inordinate risk to the Contractor, as it could result in a refund of fees disproportionate to the issue, as for example when there are only minor issues with functionality. Unlike as with goods or commodities, the Contractor is not able to "take back" services, as the Contractor has already expended all the effort associated with providing them to the State, and it is likely that the State will obtain significant usage or value from them. Therefore, will the State please remove this remedy in each case, in favor of the cost of cover provision that is already included in Section 5.13.3?</b></p> <p>The State declines to accept this proposed modification.</p>
140	5.17.3	<p><b>In the event that third party intellectual property is provided, we will pass through any warranties provided by the owner of such Background IP. We request the State please add the following as 5.11(H): "To the extent Contractor has the legal right to do so, Contractor agrees to assign or pass through to the State or otherwise make available for the benefit of the State, any manufacturer or supplier warranty applicable to any third-party software, hardware or equipment provided by Contractor. Contractor does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment." This provision is commercially standard and commercially reasonable, as Contractors cannot provide a warranty beyond the warranty the third party provides.</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.17.3 (4) (h) has been amended.</p>
141	5.20	<p><b>In Section 5.20 the State requires that, at minimum, the following information be submitted with all invoices, "An itemized position/title assigned to perform the work; Copies of weekly timesheets for employees assigned to do the work referenced in the invoice including their assigned labor category; Corresponding hourly rates for each position, extended dollar amounts for each position;</b></p>

#	RFP Section Reference	Question (Bolded) and Answer
		<p><b>Summary of all positions, all labor categories, # of staff to fill each position, # of hours provided by each position with an extended staff cost, and a total labor rate that compares to the FTE labor rate in the proposal." This level of detail would be appropriate for a Time and Materials (T&amp;M) contract in which the Vendor bills the State for each hour worked, and appears to be in conflict with the State's requirement for pricing for labor in an "All-In" FTE manner. And, there does not appear to be any contractual means for defining individual labor rates per category or position. Therefore, will the State consider removing the requirements that pertain to T&amp;M contracts ? timesheets, hourly rates, and hours? Billing for a unit price contract would typically be from a pre-agreed milestone schedule. Alternately, if our understanding of the conflict between the Unit Price requested in the Price Schedule attachment and the requirements for Time and Materials-like detail in Section 5.20 is not correct, can the State please provide additional guidance on the mechanism for pricing and billing the FTE Staff work? This will require the State to harmonize Sections 3.3.2, 5.20, and the Price Schedule</b></p> <p>The State requires dedicated full-time employees to be assigned to this Blanket P.O. {Contract}. The number of FTEs should conform to the requirements of the Bid Solicitation {RFP} as set forth therein. As set forth in Section 5.20 of the Bid Solicitation {RFP}, invoicing should include, among other things, the number of FTEs assigned to the Blanket P.O. {Contract}, and timesheets should reflect that assignment, as well as positions, blended hourly rates as quoted, and total number of hours allocated to this Blanket P.O. {Contract}. Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.20 has been amended.</p>
142	5.20	<p><b>Would the State add the following or language substantially similar to Section 5.20? This is commercially standard and provides a clear process for discussing and resolving any payment issues. "If the State withholds any invoiced amount which it disputes in good faith, State will pay all undisputed amounts on the invoice within the agreed payment period and promptly notify Vendor of the specific amount in dispute and the reasons why it disputes the amounts. State and Vendor will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in Section 8.3.2. State will pay any disputed amounts promptly after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid when due in accordance with the Contract, or the disputes are raised in writing by the State as set forth in this Section."</b></p> <p>Please refer to the Revised Bid Solicitation {RFP} dated 5/3/18. Section 5.20 has been amended.</p>
143	9.4.2	<p><b>Will the State accept insurance certificates that reflect that the insurance companies will endeavor to notify the State (30) days prior to the cancellation of any insurance coverage required under the contract? While we have no reason to believe our insurance will be cancelled during the term of any contract awarded under this RFP and not replaced with coverage by another carrier, we are requesting this because given the thousands of clients we have, our carrier unfortunately cannot commit to every client that they will receive notice of such cancellation 60 days in advance.</b></p> <p>The State declines to accept this proposed modification.</p>
144	9.5.7	<p><b>It is commercially standard for our Clients, including most State and Local governments in similar positions as the State, to (a) provide a 30-day period in which the Contractor is afforded an opportunity to cure a breach of the Contract</b></p>



#	RFP Section Reference	Question (Bolded) and Answer
		<p>of which it is made known, and (b) that breaches be material in order to merit termination. The State has other remedies in the event of an immaterial breach and termination would thus likely be a disproportionate remedy in those circumstances. Therefore, we request that the State either adjust Section 5.7(B) to add the following, or insert a comparable term into the Special Terms and Conditions: "Where a contractor materially 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, provided that the Contractor is provided thirty (30) days' written notice by the State of such failure to perform or comply, with an opportunity to cure such failure or non-compliance." We understand the need for a shorter timeframe in the event of an emergency, but this is already provided for in 5.7(C). Our position is that emergencies would be the exception, and that in most cases it is not only commercially reasonable, but also to the State's advantage to provide a 30-day cure period - this increases the State's options in the event of a breach by Contractors as a cure can be provided.</p> <p>The State declines to accept this proposed modification.</p>
145	9.6.1	<p><b>Due to our varying customer requirements and the unique nature of each solution that we design to meet them, there are numerous complexities associated with determining the final terms and price of any specific engagement, including the volume of services, the period of performance, the geography, the various risk factors associated with the services (e.g. liability related provisions, performance bonds, budget and schedule constraints, etc.) and other factors. Unlike with goods or commodities, the pricing of complex projects of this nature does not lend itself to a "manufacturer or contractor price decrease" that could be automatically or formulaically passed on to the State. Thus, a most favored customer-type clause such as the "Price Fluctuation" clause cannot address such complexities, and does not belong in a solicitation for complex IT like SIROMS. It is impossible for Contractors performing thousands of projects each year to track and then try to compare the pricing across all of them, and would be costly, burdensome and likely impossible for the State to enforce, as there would be no "apples to apples" analysis possible. Therefore, we request that the State delete this requirement, or, at a minimum, clarify that price decreases only apply to prices for comparable services for organizations similar in size and purpose to the State of New Jersey under comparable contract terms. This adjustment (or others substantially similar) is the only way to make this clause something that vendors could reasonably be expected to comply with. Otherwise, the clause only introduces uncertainty with no mutually understood process about how it would work and how it would be enforced.</b></p> <p>The State declines to accept this proposed modification.</p>





# State of New Jersey

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SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

April 10, 2018

**To: All Interested Vendors {Bidders}**

**Re: Bid Solicitation {RFP} # 18DPP00226  
Sandy Integrated Recovery Operations and Management System (SIROMS) Maintenance and  
Hosting**

**Quote {Proposal} Submission Due Date: Thursday, March 29, 2018 (2:00 p.m. ET)  
**Revised** Quote {Proposal} Submission Due Date: Thursday, May 10, 2018 (2:00 p.m. ET)**

## **Bid Amendment {Addendum} #3**

The following constitutes Bid Amendment {Addendum} #3 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} extends the Quote {Proposal} submission due date to Thursday, May 10, 2018.

Responses to electronic questions will be issued in a subsequent Bid Amendment {Addendum}.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.



# State of New Jersey

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*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

March 19, 2018

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation {RFP} # 18DPP00226  
Sandy Integrated Recovery Operations and Management Systems (SIROMS) Maintenance and  
Hosting**

**Quote {Proposal} Submission Due Date: March 29, 2018 (2:00 p.m. ET)**

**Revised Quote {Proposal} Submission Due Date: April 19, 2018 (2:00 p.m. ET)**

## **Bid Amendment {Addendum} #2**

The following constitutes Bid Amendment {Addendum} #2 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} extends the Quote {Proposal} submission due date to April 19, 2018.

Responses to electronic questions will be issued in a subsequent Bid Amendment {Addendum}.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.



# State of New Jersey

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SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

February 1, 2018

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation {RFP} # 18DPP00226  
Sandy Integrated Recovery Operations and Management System (SIROMS)**

**Quote {Proposal} Submission Due Date: March 29, 2018 (2:00 p.m. ET)**

## **Bid Amendment {Addendum} #1**

The following constitutes Bid Amendment {Addendum} #1 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} is to include Attachment 5 SIROMS Overview

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.

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## **ATTACHMENTS**

**1 - PRICE SHEET**

**2 - WEEKLY STATUS REPORT LAYOUT**

**3 - USER AND SERVER PROJECTIONS**

**4 - MAINTENANCE AND HOSTING PROJECTIONS**

**5 - SIROMS OVERVIEW**

**6 - STAFFING CATEGORIES**

**7 - LICENSING**



## 1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {Request for Proposal (RFP)} is part of the **NJSTART** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the **NJSTART Vendor Support Page** (<http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml>), before preparing and submitting its Quote {Proposal}.

**NJSTART** terminology is used in this document; legacy term appears in braces; thus **NJSTART** term {legacy term}.

### 1.1 PURPOSE AND INTENT

This Bid Solicitation {RFP} is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of the New Jersey Department of Community Affairs ("DCA"). The purpose of this Bid Solicitation {RFP} is to solicit Quotes {Proposals} from qualified Vendor(s) {Bidder(s)}, with demonstrated experience in providing information technology ("IT") solutions, for disaster recovery projects, which will allow the State to retain a Vendor {Contractor} to rapidly operate, manage, host, and maintain the state-owned Custom Software package known as Sandy Integrated Recovery Operations and Management System (hereinafter referred to as "SIROMS" or the "System") as specified by DCA-Sandy Recovery Division (SRD) program requirements and guidelines.

The intent of this Bid Solicitation {RFP} is to award a Master Blanket Purchase Order (Blanket P.O.) to that responsible Vendor {Bidder} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP} is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. {Contract} during the Blanket P.O. {Contract} term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP} will apply to all Blanket P.O.s {Contracts} 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 the U.S. Department of Housing and Urban Development ("HUD"), shall apply to all Blanket P.O.s {Contracts} or purchase agreements made with the State of New Jersey. It is the State's intent to ensure that all work performed pursuant to this Bid Solicitation {RFP} is eligible for HUD grant funding and performed in accordance with HUD regulations, policies, and guidance and that Vendors {Bidders} meet the requirements contained in the specifications set forth in this Bid Solicitation {RFP}. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and shall be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

### 1.2 BACKGROUND

This is a procurement for maintenance services of the state-owned system provided under **SIROMS –Sandy Recovery System** term Blanket P.O. {Contract}, presently due to expire on **5/24/2018**. Vendors {Bidders} interested in the current Blanket P.O. {Contract} specifications and pricing information may review the current Blanket P.O. {Contract} G8048 at [http://nj.gov/comptroller/sandytransparency/contracts/pdf/cgi\\_solicitation.pdf](http://nj.gov/comptroller/sandytransparency/contracts/pdf/cgi_solicitation.pdf) [http://nj.gov/comptroller/sandytransparency/contracts/pdf/cgi\\_other.pdf](http://nj.gov/comptroller/sandytransparency/contracts/pdf/cgi_other.pdf) and are cautioned that this new Bid Solicitation {RFP} addresses current requirements.

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, 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. The DCA seeks quotations from Vendors {Bidders} to maintain an existing technology solution (SIROMS) as part of the Action Plan and any subsequent Bid Amendments {Addendums}.

The SIROMS environment is a fully functional IT solution that allows the State to manage its CDBG-DR Program to assist State residents (See Attachment 03). The SIROMS environment is Custom Software, created for the State of New Jersey and wholly owned by it.

SIROMS is a suite of software tools used throughout the Sandy grant to facilitate the financial management, grant management, federal reporting, document retention, and provides various administrative tools to the program.

The SIROMS Grant Management (SGM) portion of the suite supports over 10 programs receiving CDBG funding. SGM includes the detailed tracking of housing grantees across all phases of the program. These program phases consist of application intake, application review, grant award, construction management, final inspection, and data integrity.

SIROMS financial management software allows SRD to establish program allocations, funding rounds, activity budgets, metrics, and forecasts. These tools also allow the financial team to react to the needs of all grantees, subrecipient, and partners in real-time while tracking requests and approvals for each change.

Contract management modules have been developed to better manage contractual obligations, task order tracking, and invoicing against the contracts within SRD. This allows contract managers to monitor the contract's progress, maintain pertinent documents, and to obtain approvals on contract changes.

SRD accounts payable includes direct integration with the grant management software to prevent over-disbursements, communication with the contract management module, and a direct feed into the State's NJCFS treasury systems to ensure accurate and timely payments.

Federal QPR reporting is initiated, reviewed, and approved within the suite. This is done through complex integrations with the HUD DRGR reports, dynamic workflow routing to approvers, and system generated export files used to feed information into the federal systems each quarter across the 1,000+ activities managed by SRD.

Sharepoint and ECM services within the SIROMS suite are used to retain documents in accordance with State and Federal record retention policies. The State's DORES division has reviewed the software suite and certified its adherence to the State's standards.

Key points of the tools encompassing SIROMS include:

- 55,000 financial transactions processed to date
- Over 16,000 logins each month supporting nearly 1,000 users
- Supports 59 groups of users across 8 State agencies
- 40 unique modules across the suite of 10 software products
- Over 150 unique reports sent weekly
- 81 servers used to integrate with 12 external environments

Maintenance last year for the SIROMS environment resulted in the number of software updates, production support requests, Automatic Clearing House (ACH) transactions, system integration updates, database support requests, reports updates, environments hosted, and business support calls provided in Attachment 04

Due to the term limits placed on the duration of the SRD program, SIROMS the need for maintenance and hosting support will decrease as the number of SRD Users and VM/Servers decreases in subsequent years.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the “Q&A” Tab of the Bid Solicitation {RFP} in **NJSTART**.

- a. Questions should be directly tied to the Bid Solicitation {RFP} and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation {RFP}; and
- b. Each question should begin by referencing the Bid Solicitation {RFP} page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

A Vendor {Bidder} shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}, prior to the final award of the Blanket P.O. {Contract}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the “Summary” page of the Bid Solicitation {RFP} in **NJSTART** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

##### 1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

**Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor’s {Bidder’s} suggested changes and the reason(s) for the suggested changes.**

#### 1.3.2 SUBMISSION OF QUOTES {PROPOSALS}

In order to be considered for award, the Quote {Proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a Quote {Proposal} electronically through **NJSTART**.

**QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL}**

**OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).**

**IF THE QUOTE {PROPOSAL} OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT {ADDENDUM} AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).**

Procedural inquiries concerning the use of [NJSTART](#) may be directed to [njstart@treas.nj.gov](mailto:njstart@treas.nj.gov) and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket P.O. {Contract} via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

### **1.3.3 VENDOR {BIDDER} SUPPORT**

Vendors {Bidders} are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains Quick Reference Guides (QRGs), supporting videos, a glossary of [NJSTART](#) terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote {Proposal} using the [NJSTART](#) process. It is the Vendor's {Bidder's} responsibility to ensure that the [NJSTART](#) Quote {Proposal} and attachments have been properly submitted.

### **1.3.4 MANDATORY/OPTIONAL SITE VISIT**

Not Applicable to this Bid Solicitation {RFP}

### **1.3.5 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE**

Not applicable to this Bid Solicitation {RFP}

### **1.3.6 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW**

Not applicable to this Bid Solicitation {RFP}

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}**

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

There are no designated dates for release of Bid Amendments {Addenda}. Those Vendors {Bidders} who are on the bidholder list either through commodity code registration in [NJSTART](#) or by acknowledging the bid in [NJSTART](#) should receive notification of any Bid Amendment(s) {Addenda}. If a Vendor {Bidder} is not on the bidholder list to receive notifications related to a Bid Solicitation {RFP}, Bid Amendments {Addenda} are still viewable on the “Summary” page of the Bid Solicitation {RFP} in [NJSTART](#).

**BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE “SUMMARY” PAGE OF THE BID SOLICITATION {RFP} IN [NJSTART](#).**

Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instructions. QRGs are located on the [NJSTART Vendor Support Page](#).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor {Bidder} should check the **NJSTART** “Open Bids” Tab on a daily basis to ensure review of the most updated information.

#### 1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote {Proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given after Quotes {Proposals} are opened because of a Vendor’s {Bidder’s} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

#### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote {Proposal} in response to this Bid Solicitation {RFP}.

#### 1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the **NJSTART** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the Quote {Proposal} will not be subject to public disclosure until a notice of intent to award a Blanket P.O. {Contract} is announced.

As part of its Quote {Proposal}, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote {Proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote {Proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}**. Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor’s {Bidder’s} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation {RFP} has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

#### 1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time Quotes {Proposals} are due under the Bid Solicitation {RFP}, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- a. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- b. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

#### 1.4.6 RESERVED

#### 1.4.7 QUOTE {PROPOSAL} ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal errors," a Vendor {Bidder} may withdraw its Quote {Proposal} as described below.

##### 1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

**NJSTART:** A Vendor {Bidder} may withdraw its Quote {Proposal} submission in **NJSTART** prior to the Quote {Proposal} opening; however, Vendors {Bidders} should note that while withdrawn **NJSTART** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. {Contract} award. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

##### 1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET P.O. {CONTRACT} AWARD

If, after the Quote {Proposal} opening, but before Blanket P.O. {Contract} award, a Vendor {Bidder} discovers an error in its Quote {Proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote {Proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote {Proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. {Contract} resulting from the Quote {Proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O. {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote {Proposal} opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote {Proposal} and the Director may in their discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote {Proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final Quote {Proposal} submission date and be sent to the following address:

Department of the Treasury  
Division of Purchase and Property  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor



If during a Quote {Proposal} evaluation process, an obvious pricing error made by a potential Blanket P.O. {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote {Proposal} shall be considered withdrawn, and no further consideration shall be given to it.

#### 1.4.8 JOINT VENTURE

If a Joint Venture is submitting a Quote {Proposal}, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote {Proposal}. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation {RFP}.

#### 1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote {Proposal} response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote {Proposal} or submit it to the Director within five (5) business days after the deadline for Quote {Proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote {Proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

#### 1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote {Proposal} and N.J.A.C. 17:12-2.2 which defines causes for Quote {Proposal} rejection, apply to all Quotes {Proposals}.

#### 1.4.11 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to **NJSTART**.

## 2.0 DEFINITIONS

### 2.1 CROSSWALK

<b>NJSTART Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order ( )	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

### 2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. {Contract} awarded or order placed as result of this Bid Solicitation {RFP}.

**NJSTART** terminology is used in this document; legacy term appears in braces; thus: **NJSTART** term {legacy term}.

#### 2.2.1 STANDARD DEFINITIONS

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

**Best and Final Offer or BAFO** – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote {Proposal} opening, with or without prior discussion or negotiation.

**Bid or Bid Solicitation {RFP or Solicitation}** – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {RFP}, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

**Bid Amendment {Addendum}** – Written clarification or revision to this Bid Solicitation {RFP} issued by the Bureau. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} opening.

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

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

**Change Order {Contract Amendment}** – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Cooperative Purchasing Program** – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and

county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Days After Receipt of Order (ARO)** - The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

**Discount** - The standard price reduction applied by the Vendor {Bidder} to all items.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {Contract} award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**Master Blanket Purchase Order (Blanket P.O.) {Contract}** – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

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

**Must** – Denotes that which is a mandatory requirement.

**No Bid** – The Vendor {Bidder} is not submitting a price Quote {Proposal} for an item on a price line.

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

**Primary Form** – An electronic form contained within a Vendor's {Bidder's} **NJSTART** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

**Procurement Bureau (Bureau)** - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this Bid Solicitation {RFP}.

**QRGs** – Quick Reference Guides.

**Quote {Proposal}** – Vendor's {Bidder's} timely response to the Bid Solicitation {RFP} including, but not limited to, technical Quote {Proposal}, price Quote {Proposal}, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation {RFP}.

**Retainage** - The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

**Revision** – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote {Proposal}.

**Shall**– Denotes that which is a mandatory requirement.

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

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**State** – The State of New Jersey.

**State Contract Manager (or SCM)** – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

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

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

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

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

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. {Contract} procured by the Division. This Blanket P.O. {Contract} may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation {RFP}. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-State governmental entity.

**Vendor {Bidder}** – An entity offering a Quote {Proposal} in response to the Division's Bid Solicitation {RFP}.

**Vendor {Contractor}** – The Vendor {Bidder} awarded a Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.

## 2.2.2 TECHNOLOGY SPECIFIC DEFINITIONS

These definitions apply only to the Ownership of Material and Performance Guarantee of Vendor {Contractor} outlined in Section 5.0 of this Bid Solicitation {RFP}.

**Acceptance** – The written confirmation by the Using Agency that Vendor {Contractor} has completed a Deliverable according to the specified requirements.

**Commercial Off the Shelf (COTS)** – Software provided by Vendor {Contractor} that is intended for general use.

**Custom Software** – Software and Work Product that is developed by Vendor {Contractor} at the request of the Using Agency to meet the specific business requirements of the Using Agency and is intended for its use.

**Customized Software** – COTS that is adapted by Vendor {Contractor} to meet specific business requirements of the Using Agency that differ from the standard requirements of the base product.

**Deliverable** – Goods, products, Services and Work Product that Vendor {Contractor} is required to deliver to the State under the Blanket P.O. {Contract}.

**Hardware** – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Software** – Includes, without limitation, computer programs, source codes, routines, or subroutines supplied by Vendor {Contractor}, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.

**State Intellectual Property** – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**Third Party Intellectual Property** – Any intellectual property owned by parties other than the State or Vendor {Contractor} and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

**Vendor {Contractor} Intellectual Property** – Any intellectual property that is owned by Vendor {Contractor} and contained in or necessary for the use of the Deliverables or which the Vendor {Contractor} makes available for the State to use as part of the work under the Blanket P.O. {Contract}. Vendor {Contractor} Intellectual Property includes COTS or Customized Software owned by Vendor {Contractor}, Vendor's {Contractor's} technical documentation, and derivative works and compilations of any Vendor {Contractor} Intellectual Property.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or

reduced to practice by Vendor {Contractor} or Vendor's {Contractor's} subcontractors or a third party engaged by Vendor {Contractor} or its subcontractor pursuant to the Blanket P.O.{Contract}. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor {Contractor} Intellectual Property or Third Party Intellectual Property.

### 2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

**Action Plan/Action Plan Amendments** – The State submitted a CDBG-DR Action Plan, which is posted on DCA's website at the following link: <http://www.renewjerseystronger.org/plans-reports/>. The State's CDBG-DR Action Plan was approved by the United States Department of Housing and Urban Development (HUD) on April 29, 2013. This plan and its Amendments detail, among other things, how the State plans to manage and spend the total allocation across all grant.

**Active System User** – A unique user that can be identified by a unique SIROMS account and who logs in to the SIROMS system within the three (3) months prior to an annual maintenance extension. The user is required to have an active SIROMS account, and currently have access to the SIROMS system. Users that do not log in during a specified period are not considered "Active System User" for that period.

**Agile** - A set of values and principles for software development under which requirements and solutions evolve through the collaborative effort of self-organizing cross-functional teams. It advocates adaptive planning, evolutionary development, early delivery, and continuous improvement, and it encourages rapid and flexible response to change

**BPM** – Business Process Management is a systematic approach to making an organization's workflow more effective, more efficient, and more capable of adapting to an ever-changing environment. A business process is an activity or set of activities that will accomplish a specific organizational goal

**Business Objects (BO)** – SAP Business Objects (BO or BOBJ) is an enterprise software company, specializing in business intelligence and enterprise level reporting.

**CDBG** – HUD's Community Development Block Grant program, a flexible program that provides communities with resources to address a wide range of unique community development needs

**CDBG-DR** – HUD's Community Development Block Grant–Disaster Recovery program provides flexible grants to help cities, counties, and States recover from presidentially declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

**DCA** – New Jersey Department of Community Affairs.

**DEP** – New Jersey Department of Environmental Protection

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

**DORES** – New Jersey Division of Revenue and Enterprise Service.

**ETL** – Extract Transform Load used in Database management within reporting.

**FedRamp** - The Federal Risk and Authorization Management Program, or FedRAMP, is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services (Visit: [www.fedramp.gov](http://www.fedramp.gov))



**FTE** – “Full Time Equivalent” or 40 hours of Vendor {Bidder} support per week totaling 2,040 hours per year. The rate must be comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof.

**FTP** – File Transfer Protocol, is a standard network protocol used for the transfer of computer files from a server to a client using the Client–server model on a computer network.

**FTPS** – Extension to commonly used File Transfer Protocol (FTP) that adds support for the Transport Layer Security (TLS) and the Secure Sockets Layer (SSL) cryptographic protocols.

**Helpdesk** – A point of contact that provides users the ability to gain assistance in troubleshooting problems related to hardware, software and network related issues.

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

**INCLL – Incentives for Landlords**, a CDBG-DR funded program managed within SIROMS.

**Industry Standard** – A method or technique that is generally considered standard version of newly installed software within the industry that is compatible with the System. This is typically software versions released between one (1) and three (3) years ago and will be supported by the developer/manufacturer for two (2) or more years from the date of install. The Industry Standard version of software does not refer to system patches or minor updates, only to major software versions or releases.

**IPSEC** – Internet Protocol Security - Protocol Suite for Secure Internet Protocol communications - authenticates and encrypts each IP packet of a communication session.

**Key Personnel** – Are considered Project Manager, Business Analyst, Helpdesk Manager, and CDBG Specialist.

**LHRP** – Lead Hazard Reduction Program, a CDBG-DR funded program managed within SIROMS.

**LMI** – Low to Moderate Income homeowner’s rebuilding program, a CDBG-DR funded program managed within SIROMS.

**LRRP** – Landlord Rental Repair Program, a CDBG-DR funded program managed within SIROMS.

**MOU** – Memorandum of Understanding, a bilateral or multilateral agreement between two (2) or more parties.

**NIST Special Publications** – National Institute of Standards and Technology (NIST) Computer/Cyber information security and guidelines, recommendations, and reference materials.

**NJCFS** – New Jersey Comprehensive Financial System

**NJSTC** – New Jersey Standard Terms and Conditions

**Number (#) of Active System Users**- A count of unique “Active System Users” that have logged into SIROMS during a specified period. A user will be counted once regardless of times they have been active. The SIROMS maintenance Vendor {Bidder(s)} user accounts are not counted towards the total number of active numbers.

**Processor Core** - The processing unit which receives instructions and performs calculations, or actions, based on those instructions.

**QPR** – Quarterly Performance Report as required of HUD grantees to detail their use of CDBG-DR funds. Please see attachment 2.

**RREM** – Reconstruction, Rehabilitation, Elevation and Mitigation, a CDBG-DR funded program managed within SIROMS.

**SAGE** – System for Administering Grants Electronically

**SCR** – System Change Request

**SFTP** – Simple File Transfer Protocol is one of the two primary technologies for secure FTP networking.

**SSL** – Secure Socket Layer is the standard technology for establishing an encrypted link between a web server and web browser.

**SQL** – Structured Query Language is used to communicate with a database. According to ANSI (American National Standards Institute), it is the standard language for relational database management systems.

**System** – The servers, software, integrations, databases, data warehouses, and reports required to encompass the SIROMS environment.

**Virtual Machine (VM)** – A software computer that, like a physical computer, runs an operating system and applications. The virtual machine is comprised of a set of specification and configuration files and is backed by the physical resources of a host.

### **3.0 SCOPE OF WORK**

The Vendor {Contractor} shall host, support, and maintain the fully functional IT solution, known as SIROMS, that allows the State to manage its Community Development Block Grant –Disaster Recovery (CDBG-DR) Program to assist State residents. To successfully complete the State's objectives, the Vendor {Contractor} shall a) provide all services requested within this Bid Solicitation {RFP}; b) work with the State Contract Manager (SCM) to achieve all objectives; c) utilize industry knowledge to streamline, promote, and facilitate successful use of SIROMS by its users; and d) successfully transition the current SIROMS to the Vendor's {Contractor} cloud based hosting within the DCA's approved timeline

#### **3.1 BUSINESS OBJECTIVE**

The business objective of this Blanket P.O. {Contract} is to maintain SIROMS and to support and assist with the implementation of the Action Plan and Action Plan Amendments to maintain disaster recovery services in a flexible, scalable, and efficient manner. The System provides to the State management and oversight capacity of the programs being used by other State Vendors {Contractors} and State Departments. The Vendor {Contractor} shall maintain and provide services for the full suite of IT services and platforms including but not limited to application software maintenance, production support, ACH processing, systems integration, database support, reporting, data warehouse support, disaster recovery, business support, helpdesk, website support, infrastructure support, hosting, project management, and other professional services as directed by the SCM for the System.

##### **3.1.1 SUMMARY OF BLANKET P.O. {CONTRACT} REQUIREMENTS**

The Vendor {Contractor} shall provide the following services for the term of the Blanket P.O. {Contract}. In all instances, the Vendor {Contractor} shall maintain the greatest level of transparency as practical, within the limitations of State and Federal requirements:

- A. The Vendor {Contractor} shall, for the System, provide hosting, support, and maintenance for a full IT shared services platform including but not limited to application software maintenance, production support, electronic payment processing, systems integration, database support, reporting, data warehouse support, disaster recovery, business support, helpdesk, website support, infrastructure support, hosting, project management, and other professional services as directed by the SCM;
- B. The Vendor {Contractor} shall host and maintain the System to efficiently implement and monitor the use of CDBG-DR funds through the maintenance of a business process management system including tracking with application workflow and data management.;
- C. The Vendor {Contractor} shall maintain and enhance system and project controls, management, delivery, and oversight of disaster recovery projects;
- D. The Vendor {Contractor} shall host and maintain a data warehouse where other authorized vendors and Departments will enter required fiscal, program, and performance data. The Vendor {Contractor} is responsible for providing a schedule of activities within ten (10) days of award that details how the Vendor {Contractor} assumes all responsibilities of the SIROMS System. The Vendor {Contractor} shall provide reporting accessible through Business Objects or a functional equivalent tool for reporting on project performance and effectiveness;

- E. The Vendor {Contractor} shall maintain and enhance hosting infrastructure, system, and user support based upon the Bid Solicitation {RFP} requirements and the Bid Solicitation {RFP} Attachments, see [Section 3.4.3 Hosting and Backup Services](#); and
- F. The Vendor {Contractor} shall develop new functionality and enhancements to existing functionality as requested by the SCM.

Refer to the attachments of this RFQ for details on existing SIROMS System, Infrastructure, Systems, Reporting and User Support.

## 3.2 FUNCTIONAL REQUIREMENTS

### 3.2.1 CLOUD COMPUTING BUSINESS PROCESS MANAGEMENT (BPM) SYSTEMS

The Vendor {Contractor} shall maintain a full IT shared services platform including professional services and IT operating environment with application development, and technical and business process support. Services shall include Agile methodology to document the changes, create solutions, test, implement changes to business processes in support for fiscal and IT processes training, maintenance, remediation of issues, consulting, software development, issue management, and other professional services as directed by the SCM for the System. Data shall be captured in a format mutually agreeable between the State and the Vendor {Contractor} that allows the State to obtain a monthly copy which shall comply with all applicable regulatory and reporting requirements contained in this Bid Solicitation {RFP}, as directed by the SCM, or otherwise required by State or federal statutes or regulations.

The Vendor {Contractor} shall maintain the existing System and all its components including:

- 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 securely store files, electronic documents and images in compliance with the record retention requirements established in Section 3.4.8;
- E. Internet role-based interaction portals that allow staff and the recipients of grant funds to interact with the applicable processes they are involved on;
- F. Ability to link processes to the resources they control such as proposals, grant activities, the recipients of grant funds 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 formats deemed acceptable to the State at its sole discretion, for Extract Transfer Load (ETL) processes and advanced analytics that are acceptable to the State;
- J. Management and administration;
- K. Interface with external systems such as other State agencies, authorities, contractors and banks; and

- L. Maintain, enhance, and update Systems and interfaces.

### 3.2.2 INTERFACES

The Vendor {Contractor} shall exchange data between other data systems using Industry Standard techniques and in a manner in compliance with the requirements of the Blanket P.O. {Contract}. The Vendor {Contractor} shall be responsible for maintaining interfaces approved by the SCM, and subject to the Change Order {Contract Amendment} process, including but not limited to the following:

- A. Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program
  - 1. Interface 71 - Transfer Grant Information and Right of Entry information;
  - 2. Interface 7 – Transfer Initial Site Inspection Results;
  - 3. Interface 8 – Transfer Closeout Documents and Information;
  - 4. Interface DEPout - SIROMS to Department of Environmental Protection(DEP) - Transfer Grant Information and Right of Entry information; and
  - 5. Interface DEPin – DEP to SIROMS – Transfer TierII Verification Result;
- B. Landlord Rental Repair Program (LRRP)
  - 1. Interface 71- Transfer Grant Information and Right of Entry information;
  - 2. Interface 7 – Transfer Initial Site Inspection Results;
  - 3. Interface 8 – Transfer Closeout Documents and Information;
  - 4. Interface DEPout - SIROMS to DEP - Transfer Grant Information and Right of Entry information; and
  - 5. Interface DEPin – DEP to SIROMS – Transfer TierII Verification Result;
- C. Low to Moderate Income (LMI) Program
  - 1. Interface 71- Transfer Grant Information and Right of Entry information;
  - 2. Interface 7 – Transfer Initial Site Inspection Results;
  - 3. Interface DEPout - SIROMS to DEP - Transfer Grant Information and Right of Entry information; and
  - 4. Interface DEPin – DEP to SIROMS – Transfer TierII Verification Result;
- D. Unsafe Structure Demolition Program
  - 1. Interface DEPout - SIROMS to DEP - Transfer Grant Information and Right of Entry information; and
  - 2. Interface DEPin – DEP to SIROMS – Transfer TierII Verification Result;
- E. Lead Hazard Reduction Program (LHRP)
  - 1. Interface DEPout - SIROMS to DEP - Transfer Grant Information and Right of Entry information; and
  - 2. Interface DEPin – DEP to SIROMS – Transfer TierII Verification Result
- F. Treasury Interface
  - 1. A1 Interface – SIROMS to NJCFS – Transfer Funds request information; and
  - 2. A1 Inbound Interface – NJCFS to SIROMS – Transfer Funds disbursement information
- G. Bank of America Interface
  - 1. Automatic Clearing House Interface – SIROMS to Bank of America - Transfer Automatic Clearing House Information; and
- H. System for Administering Grants Electronically (SAGE) Systems Interface

1. LIP Interface Inbound - INCLL to SIROMS - Generate Funds Requests for INCLL program;
2. LIP Interface Outbound – SIROMS to INCLL - Transfer Funds Request Processing information to LIP; and
3. LIP QPR - INCLL to SIROMS – Generate Measure Reporting Information for Quarterly Processing Report.

All interfaces jobs must run at-a-minimum once a day or as required by the SCM. The interface jobs should check for data or files to interface. If there is no data or files to interface, the job will be considered run successfully. The Vendor {Contractor} is not responsible for errors, delays, or outages on the 3<sup>rd</sup> party's platform.

Interfaces may include databases such as SQL or Oracle or the functional equivalent to be approved in advance by the SCM.

### 3.2.3 HELPDESK

The Vendor {Contractor} shall provide a pre-configured helpdesk system for tracking and resolving issues involving the System end-user issues. This solution shall be web-based and allow end-users to create, track, and be notified via email, updates and resolution of submitted issues. The Vendor {Contractor} shall staff and maintain the helpdesk during State work days. The helpdesk shall provide incident management process, compliant with Infrastructure Technology Information Library ("ITIL") standards.

A. Helpdesk functions shall include, at a minimum:

1. Registration;
2. Resolution;
3. Trend and root cause analysis; and
4. Problem management.

B. There shall be monitoring and escalation procedures based on levels set in Section 3.2.6 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 and shall include the following:

1. End-user satisfaction with the quality of the helpdesk and other IT services shall be measured quarterly or as directed by the State and reported to the SCM 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 3.4.6.5;
2. The helpdesk shall be staffed appropriately for agreed upon service levels and for the amount of user support projected to be required to support existing systems and maintain SLA's. The recommended labor categories are referenced in Attachment 6. The service desk expects 1 ticket per 5 Active System Users. The Vendor {Contractor} shall be able to scale helpdesk staff during critical outages, and after planned system upgrades or maintenance; and
3. The Vendor {Contractor} shall train the helpdesk 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 other vendors or Departments, the Vendor {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;

4. The Vendor {Contractor} shall maintain helpdesk software used for tracking issues identified by the State for resolution by the Vendor {Contractor}. System Users, State staff, and the Vendor {Contractor} shall be able to create issues via the web-based interface. This shall provide a centralized system to manage changes, issues, development and implementation issues, quality control, user acceptance, and other trackable issues as referenced throughout this Bid Solicitation {RFP}. The System shall organize the issues by category, (i.e. hardware, software, application errors, issue logs, functional flaws, etc.) to allow the Vendor {Contractor} and the SCM to efficiently prioritize and monitor issue resolution
5. The Vendor {Contractor} shall provide reporting and access to the helpdesk software in a manner that allows the State to verify work performed by the Vendor {Contractor}. The information available to the State shall include, but not be limited to: Requestor, assigned technician, request type/subtype/category/priority, requests and times/dates, tech responses and times/dates, subsequent correspondences and times/dates, resolutions and times/date. The State shall receive updated information weekly or as requested.
6. The Vendor {Contractor} shall notify the appropriate System users of any outages or events effecting the System's functionality within 30 business minutes of the issue's report and updates every 2 business hours there-after until resolved.

#### 3.2.4 IT INFRASTRUCTURE

The Vendor {Contractor} shall:

- A. Provide, maintain and enhance a cloud-based system that is accessible through internet-based web browsers;
- B. Procure, manage and maintain such hardware, software, and network(s) capacity required to support the program operations.
- C. At the time the Blanket P.O. {Contract} ends or is terminated, turn over all hardware, software, applications and data purchased by the State for the Vendor {Contractor} to use in the management of this Blanket P.O {Contract} to the State in the manner agreed to within Section 5.8 All licenses shall be purchased so that they may be transferred to the State, or transitioned to the new Vendor {Contractor} at the State's discretion, when the Blanket P.O. {Contract} ends or is terminated;
- D. Manage and maintain an infrastructure for file management of critical documents;
- E. Manage and maintain the following copies of the database, or as directed by the SCM:
  1. Production;
  2. Development – Refreshed once per month;
  3. Quality Assurance/User Testing – Refreshed once per month; and
  4. Reporting – Refreshed every 24 hours.

Refer to Section 3.4.3 of this Bid Solicitation {RFP} for additional information.

- F. If data is copied from production the Vendor {Contractor}, take steps to mask or otherwise obfuscate non-production environments so that identities and Personally Identifiable Information (PII) of the production entities remain confidential;
- G. Assure the IT Infrastructure performs at service levels as set forth in the Service Metrics Table found in Section 3.4.6.4; and
- H. Based on Attachment 3 in this Bid Solicitation {RFP}, be responsible for reducing the Virtual Machines (VMs) within the hosting environment annually in addition to maintaining all other requirements within this Bid Solicitation {RFP}.

### 3.2.5 DATA WAREHOUSE ENVIRONMENT

The Vendor {Contractor} shall conduct the following actions:

- A. Manage a data repository that is compatible with the State's enterprise data warehouse environment and structure that receives data from multiple programmatic systems as well as the System referenced in Section 3.2.2.5. It shall be capable of merging financial tracking with program specific applicant and performance data;
- B. Maintain SAP Business Objects or the functional equivalent, as the main reporting tool for the end-users, unless otherwise directed by the SCM. 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 SCM. A reporting database shall be refreshed every 24 hours or as requested with extracts from all production data sources;
- C. Utilize a business intelligence tool such as SAP Business Objects, Cognos or the functional equivalent to report and provide the ability for ad hoc queries and reporting as approved by the SCM;
- D. Update and maintain the SIROMS data environment in accordance with all State and Federal requirements including DORES annual certifications; and
- E. Make changes to the data environment as directed by the SCM.

### 3.2.6 TECHNICAL SERVICES

The Vendor {Contractor} shall:

- A. Provide technical 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.
- B. Develop and maintain documents that detail specific tasks, milestone dates and deliverables for each System Change Request (SCR) upon award.
- C. Maintain a method of tracking level of effort and costs down to the work order/change request level.
- D. Have primary responsibility for the change control and configuration management processes for the System. This responsibility includes, but is not limited to:
  - 1. Creating and maintaining interfaces and data collection requirements with software controlled by the Vendor {Contractor} either directly or through subcontractors;

2. Software controlled by other State contractors or State departments through their Blanket P.O.s {Contracts} with the State;
  3. Hardware and network configuration, server configuration, and operating system configuration on the servers used to deliver the System to end-users; and
  4. End users (i.e., other State Vendor {Contractors} and/or State Departments) are responsible for their respective software systems, but the Vendor {Contractor} shall ensure that adequate interfaces are established to guarantee that the data required to be collected and maintained in the System is collected. The Vendor {Contractor} shall ensure that the operations are performed as stated in this Bid Solicitation {RFP};
- E. Maintain and utilize a formal change management process to manage all changes to software and hardware environments;
- F. Provide a structured SCR process with appropriate forms employing a tracking and workflow tool. The Vendor {Contractor} shall establish a SCR tracking tool that shall be utilized by the Vendor {Contractor} and the State to manage the SCR process and workflow;
- G. Present the SCR to the SCM for review and approval for preliminary analysis. The SCM will determine whether the SCR is in accordance with policy and priorities, whether the cost and other impacts are justified by the desired outcome, and approves or rejects the SCR for implementation. A target deployment date is established, and tracking continues until the SCR is completed or canceled;
- H. Design documents related to an SCR shall be provided to the State to justify the level of effort of the change;
- I. Provide the services of experienced Business Analysts skilled in a full range of facilitation techniques to assist the State in identifying and documenting business requirements. The Vendor {Contractor} shall also validate that functional requirements of the SCR comply with Federal CDBG-DR and State rules and policies;
- J. Where feasible, utilize system designs, workflows, and technology that align with requirements for the State's CDBG-DR program;
- K. Ensure the System complies with Federal CDBG-DR, State financial practices, government accounting standards, and program requirements as of the effective date of Contract award and maintains compliance subject to the provision of updated or modified requirements to the Vendor {Contractor} by the State and the Change Order process hereunder. The Vendor {Contractor} shall maintain 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 Vendor {Contractor} shall validate that the System adheres to those principles. The Vendor {Contractor} shall provide status reporting that provides the SCM information about program and Action Plan progress, funding and financial information, and projections for managing the program and complying with CDBG-DR requirements and regulations; and
- L. Work with the State to maintain 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 for specific programs such as the Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) and housing programs, and other projects in the State's approved Action Plan, which may be amended from time to time. The

Vendor {Contractor} shall provide detailed specifications and support for utilizing this standard schema and methodology for data exchange.

All SCRs necessary to maintain SIROMS are within the scope of this Blanket P.O. {Contract}.

The State may initiate a SCR for any value at any time. A SCR requires the approval by the SCM.

### 3.2.7 IT PRACTICES, DATA SECURITY AND INTEGRITY

The Vendor {Contractor} shall:

- A. Ensure the System complies with federal and New Jersey laws in regards to IT systems as of the effective date of Contract award, including but not limited to N.J.S.A 56:8-161 through N.J.S.A 56:8-166 regarding PII, and maintains compliance subject to the provision of updated or modified requirements to the Vendor {Contractor} by the State and the Change Order process hereunder;
- B. Use Industry Standard best practices for data integrity including regular backups, off site disaster recovery functionality and redundant systems. The Vendor {Contractor} shall provide the State with the draft security plan outlined in section 3.4.6.1 as part of its Quote {Proposal} within 15 business days and provide a final plan (with revisions) within 30 business days of Blanket P. O. {Contract} award. The Vendor {Contractor} shall provide a backup plan of the production environment to the State within 30 business days of the Blanket P.O. {Contract} award. The backup plan must be sent in a secure manner or hand-delivered to the SCM;
- C. Use Industry Standard best practices for encryption techniques such as use of Secure Sockets Layer ("SSL")\Transport Layer Security("TLS") protocol for transmittal of data through the internet;
- D. Use Industry Standard best practices for operation of data centers such as 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 such as power and internet connectivity; and
- E. The Vendor {Contractor} shall have:
  - 1. FedRAMP JAB Provisional Authorizations Moderate or High level accreditation and provide annual proof of the accreditation; or
  - 2. Undergo testing and security compliance reporting as required by the State and Federal Government within 30 business days of Blanket P.O. {Contract} award.For more information visit: <http://www.fedramp.gov/marketplace/compliant-systems/>

### 3.2.8 FUNCTIONAL REQUIREMENTS

The Vendor {Contractor} shall meet the following functional requirements:

- A. Any support, maintenance, upgrades, or enhancements shall be part of the Vendor's {Contractor's} maintenance duties that are part of this Scope of Work. The Vendor {Contractor} must provide no less than 50% of total FTEs to modify the system or reports which includes bug fixes, updates, and enhancements to cover ongoing business needs.
- B. Identify and document business requirements in order to assist the State in maintaining functionality and technical requirements for the Business Process Management (BPM) system and other applications which support 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.

- C. Work with the State to modify business and technical requirements, implementation capabilities, and change system requirements based on the Action Plan and its amendments found at the link below:  
<http://www.renewjerseystronger.org/plans-reports/>
- D. Make modifications that may be required based on the State's changing business needs. Updates to the application code shall include, but are not limited to:
- Adding or updating modules;
  - Adding or updating reports;
  - Adding or updating interfaces;
  - Adding or editing existing code; and
  - 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.
- E. Make any necessary adjustments to the System based on feedback provided through the course of System use and that become necessary as a result of more sophisticated use and knowledge of the State's support systems.
- F. Provide functional documents as follows:
1. System Maintenance: The Vendor {Contractor} shall provide documentation for scheduled system maintenance activities five (5) business days before a system change in order to allow the proposed system change to be reviewed and approved by the SCM;
  2. Meeting Minutes: The Vendor {Contractor} shall provide meeting minutes within 2 business days of every meeting to all meeting participants;
  3. User Testing: The Vendor {Contractor} shall provide user testing guides to assist end users with their testing of system releases;
  4. Training Guides: The Vendor {Contractor} shall provide documentation to train users on system updates. The Vendor {Contractor} shall also maintain documentation for each system module used for training new personnel; and
  5. Documents identified throughout this Bid Solicitation {RFP}; and other documentation requested by the SCM.

### **3.3 TASKS AND DELIVERABLES**

#### **3.3.1 ROLE OF VENDOR {CONTRACTOR} – STARTUP**

The Vendor {Contractor} shall provide relevant personnel to obtain transitional training, access, and knowledge transfer from the State or current hosting/maintenance provider which shall be completed within 30 Business Days following award. Transition will require the Vendor {Contractor} to cooperate with all parties necessary to facilitate the knowledge transfer including making the appropriate staff available for training and obtaining the necessary knowledge and skills required to host and maintain the SIROMS system in accordance with the requirements of this Bid Solicitation {RFP}.

The Vendor {Contractor} is responsible for providing a schedule of activities within ten (10) days of award that details how the Vendor {Contractor} assumes all responsibilities of the SIROMS System.

The Vendor {Contractor} shall assume all responsibilities pertaining to the hosting and maintenance of the SIROMS system within 40 business days.

### 3.3.2 VENDOR {CONTRACTOR} STAFFING

The Vendor {Contractor} shall be responsible for staffing all positions under the Blanket P.O. {Contract}. These positions should be filled by a variety of staff found in Attachment 06 to support the requirements of this Master Blanket P.O. {Contract}.

<b>Labor Category</b>	<b>Description</b>
Project Manager	Point person for State communications. Responsible for organization, management, and performance of the contract.
Security Specialist	Responsible for ensuring systems, network, data, user access, follow FedRamp moderate or greater levels of protection against data breaches and unintended access to systems.
Network Engineer	Responsible for maintaining secure data connections between hosting site and client or other integration points
Database Administrator	Responsible for maintaining and updating database environments as required.
System Administrator	Responsible for maintaining and updating virtual server environments as required.
Business Analyst	Responsible for interfacing with State business units for requirements gathering, training, business support, and assisting in quality assurance testing.
Programmer	Responsible for software, report, interface, and system updates as required.
Quality Assurance Analyst	Responsible for testing all report and software releases as required.
Helpdesk Manager	Responsible for the overall success of the helpdesk including service agreement adherence, follow up on outstanding issues, point of escalation, and resolving user issues.
Helpdesk Analyst	Responsible for answering helpdesk calls and emails, escalating issues, maintaining the service agreement, and maintaining positive client interactions at all times.
Administrative Analyst	Assist project team with various needs including scheduling meetings, responding to emails, managing invoices, timesheets, and other tasks as required.
CDBG Regulatory and DRGR Specialist	Responsible for ensuring systems and system processes follow DRGR and HUD guidelines.

The Vendor {Contractor} shall be responsible for identifying how many hours will be provided under each position for each contract year under the Blanket P.O. {Contract} as part of its Vendor {Bidder} Quote {Proposal}. The State however, shall be provided the opportunity to approve final hours for each position that the Vendor {Contractor} provided as part of its Vendor {Bidder} Quote {Proposal}. The State and Vendor {Contractor} may work together and adjust the hours within the Blanket P.O. {Contract} term.



The Vendor {Contractor} shall be responsible for recommending the final staff to fill positions under the Blanket P.O. {Contract} as part of its Quote {Proposal}. The State however, shall be provided the opportunity to approve staff that the Vendor {Contractor} provided as part of its Quote {Proposal} and within the Blanket P.O. {Contract} term.

The Vendor {Contractor} must provide no less than 50% of total FTE to modify the system or reports which includes bug fixes, updates, and enhancements to cover ongoing business needs.

The Vendor {Contractor} shall require all staff that interface directly with the State to be on-site no less than 3 out of every 4 weeks. This includes, but is not limited to, Project Manager, Business Analysts, Helpdesk Manager, and Helpdesk Analysts. All remaining staff shall be on-site no less than twice per year.

The functional responsibilities and the minimum criterion for education and experience for State approval to fill these positions under the Blanket P.O. {Contract} are described above in the labor category descriptions in this section of the Bid Solicitation {RFP} and in Attachment 6.

### 3.3.3 ROLE OF STATE TECHNICAL STAFF AND KNOWLEDGE TRANSFER

The State will make its best effort to insure the following key team members are available as needed. The State may choose to consolidate the roles below:

- **State Contract Manager (“SCM”):** The SCM will be the primary point of contact for all communications between the State and the Vendor {Contractor}, and will be responsible for coordinating with the Vendor {Contractor} to conduct weekly status meetings and determine the priority of items to be addressed by the Vendor {Contractor} throughout the duration of the Blanket P.O. {Contract};
- **Business Subject Matter Expert (“SME”):** The SME will work closely with both the Vendor’s {Contractor’s} project manager, and the SCM, and will participate in joint application design sessions to define functional requirements for any new or enhanced system components. The SME will also support user acceptance testing of any new or enhanced system components;
- **IT Project Manager:** The State Project Manager will work with the SCM and SME ensuring that the Vendor {Contractor} receives clear direction on priorities of work to be performed and timelines associated with this Blanket P.O. {Contract}.
- **Systems Administrator:** The State systems administrator will work with the IT Project Manager and is responsible for overseeing the Vendor’s {Contractor’s} systems administration, infrastructure design and maintenance, communication on system outages, and quality of helpdesk support.

### 3.3.4 PROPOSED WEEKLY STATUS SCHEDULE

The Vendor {Contractor} and the SCM, or his designee, will be available for in-person weekly status meetings starting within 10 Business Days after Blanket PO {Contract} award. The Vendor {Contractor} shall provide a detailed update on the System status and all outstanding updates currently being addressed by the Vendor {Contractor}. At the conclusion of each weekly status meeting, the Vendor {Contractor} shall prioritize the list of issues at the direction of the SCM.

The Vendor {Contractor} shall:

- A. Be responsible for submitting weekly status reports to the SCM every Monday no later than 11am EST. These progress reports must contain risks, meetings, releases, and activities from

the previous week, and outline meetings, staff schedules, releases, and goals for the next 4 weeks. If necessary, revisions and updates to active Project plans will be communicated with this status report. Format and details to be included within the weekly status report are provided in Attachment 02.

- B. Facilitate conference calls and site meetings with the State as requested by the State.
- C. Provide meeting minutes for all meetings attended within two (2) Business Days of the meeting date, organized by Vendor's {Contractor's} staff or meeting minutes pertaining to any topics covered in a meeting related to SIROMS changes, use, or maintenance.
- D. Cover the following agenda in the weekly status meetings:
  - Status of high-priority items (to be determined by the SCM);
  - Open questions
  - Open issues;
  - Potential risks;
  - Discuss upcoming meetings or scheduled activities;
  - Release schedule and progress against schedule; and
  - Discuss scheduled time off.

The Vendor {Contractor} shall be responsible for providing progress updates against the in progress requests during the weekly meeting as well as in the weekly status report to the State. If necessary, revisions and updates to active maintenance tasks shall be communicated in the status report. Format and details to be included in the weekly status report are provided in Attachment 02 unless otherwise communicated in writing by the SCM.

### 3.3.5 PROJECT COMPONENT MANAGEMENT PROCESS

Resources under the Blanket P.O. {Contract} shall be deployed based on the priorities the State established concerning the Project Components noted in Section 3.2.1.

- The Vendor {Contractor} Project Manager shall work with the SCM to discuss current allocation of staff based on support requests across the Project Components in Section 3.2.1. The SCM will review, prioritize project priorities, and approve the request document.
- 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 Vendor {Contractor} will document the staffing plan expectations in a manner that will help both the State and Vendor {Contractor} maximize the efficient use of resources under the Blanket P.O. {Contract}, and ensure that the Project Components, as prioritized by the SCM are completed during the term of the Blanket P.O. {Contract}.
- The Vendor's {Contractor's} Project Manager is responsible for seeing that Tasks assigned or agreed upon by the SCM are accomplished on schedule and within budget. The Vendor {Contractor} shall be responsible for tracking Project Components, and the tracking shall be accessible to the State so that the SCM can prioritize Project Components.

- The Vendor {Contractor} Project Manager is responsible for maintaining applicable project management documentation for releases that will span more than two (2) months.

This documentation includes but is not limited to OIT's PMP guidelines below <http://www.nj.gov/it/docs/vendors/ProjectManagementAppendix.pdf>

After discussion and agreement with the SCM, the Vendor {Contractor} Project Manager shall direct its support team accordingly, and shall prioritize the work and Tasks assigned to the support team based on the specific Project components to be undertaken.

### 3.3.6 VENDOR {CONTRACTOR} LOGISTICS

- A. The Vendor {Contractor} shall perform work on-site at the State's offices in Newark and/or Trenton, New Jersey. Some work may be performed at the Vendor's {Contractor's} site. The Vendor {Contractor} provide on-site support, as requested by the SCM or their designee.
- B. Schedules for on-site support shall be developed by the Vendor {Contractor} and shall be approved by the SCM. Prior to performing on-site work, the Vendor {Contractor} shall submit for the SCM's approval all logistics requests regarding the on-site visit, including but not limited to office space, desks, telephones, network connections, and parking. The Vendor {Contractor} shall be responsible for providing both on-site and remote logistics planning.

### 3.3.7 QUALITY MANAGEMENT

The Vendor {Contractor} shall be responsible for the professional quality, technical accuracy, and timely completion of all services, and shall maintain quality assurance logs and submit them to the SCM for review and approval on the first Monday after release date of a SCR being released into production. The Vendor {Contractor} shall resolve all application bugs effecting three (3) or more users within three (3) days unless extended by the SCM due to conflicting priorities in rare circumstances.

### 3.3.8 TRAINING

The Vendor {Contractor} shall provide the State with a training plan within 30 business days after the Blanket P.O. {Contract} award. The Vendor {Contractor} shall provide sufficient staff and resources needed to perform the training. The training plan shall be approved by the SCM and shall include elements of each of the following items:

- A description of the trainings to be conducted;
- Curricula and training materials associated with the training plan;
- a training environment on which to conduct classes;
- Online tutorials and/or help screens;
- Train-the-trainer sessions;
- Training schedule and coordination of scheduling of classes, trainers, and attendees;
- Tracking tools to assess ongoing training in order to make improvements;
- Document training attendance; and
- Develop and provide metrics and evaluation materials to ensure proficiency of the staff being trained.

The Vendor {Contractor} shall provide detailed training and documentation of any aspect of the System's design, integrations, or environment at the request of the SCM within 10 business days, unless otherwise agreed upon by the SCM and the Vendor {Contractor}.

### 3.3.9 SYSTEM TESTING

The Vendor {Contractor} shall be responsible for developing and delivering a plan to conduct System testing in the testing environment within 30 business days after Blanket P.O. {Contract} award. The plan shall be approved by the SCM. The Vendor {Contractor} shall provide training, documentation, and support for user acceptance testing efforts.

### 3.3.10 USER ACCEPTANCE

The Vendor {Contractor} shall be required to support user acceptance testing efforts on any new or updated hardware and software components developed under this Blanket P.O. {Contract} as approved by the SCM. User acceptance testing shall validate the change delivered by the Vendor {Contractor} and satisfy the requirements agreed upon by the State and the Vendor {Contractor} prior to implementing a production change. In order for final acceptance from the State, the System shall be free of critical errors and limited software defects and be approved by the SCM. Standards documented as part of the plans in Section 3.4 shall pertain to all error/bug repairs. The State is responsible for reporting issues found during user acceptance testing, or when identified to the Helpdesk or designated Vendor {Contractor} staff member. The Vendor {Contractor} is responsible for documenting, tracking, and resolution of these issues via the Helpdesk system identified in Section 3.2.3.

The Vendor {Contractor} shall provide user testing sessions a minimum of 5 business days in advance of a scheduled system, database, interface, or report production release. The State stakeholders involved in the testing must be provided with training and a testing checklist identifying the changes. The testing environment must include user accounts that match production access with data that has been refreshed within the last 15 business days. During the normal course of business and scheduled maintenance releases, the schedule outlined must adhere to these terms. The State Contract Manager and Vendor {Contractor} reserve the right to adjust these timelines on a one-off basis in cases of off-cycle releases or bugfixes, upon mutual agreement.

All issues resulting from documented requirements discovered during testing shall be resolved within five (5) business days and prior to production deployment. Therefore, the State and the Vendor {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 Section 3.2.3 in this Bid Solicitation {RFP}. The Vendor {Contractor} will monitor the issue-tracking queue on a daily basis and respond to new issues logged or any changes in the status of existing issues.

### 3.3.11 IMPLEMENTATION

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

- Release package includes but are not limited to:
  - Final Release Notes;
  - User Guides and Workflow diagrams upon State request; and
  - Final Design Documentation Revisions.

### 3.3.12 BLANKET {PO} CONTRACT CLOSEOUT

Upon conclusion of the Blanket {PO} Contract, the Vendor {Contractor} shall comply with the closeout criteria below:

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

- Upon the SCM's approval all documentation developed for the Blanket {PO} Contract shall be turned over to the State.
- Contractor must provide transitional support and training at the request of the State 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 calendar days beyond the expiration date of the Contract.
- The Vendor {Contractor} shall supply to the State 40 user licenses for all software for a period of three (3) years after the expiration of the Blanket P.O. {Contract} at no additional cost to the State. Access for users will include three (3) system administrators with full system access to all components supported by this Bid Solicitation {RFP}. The current software licenses the State uses for the System are shown in Attachment 07.

### 3.4 TECHNICAL ENVIRONMENT

#### 3.4.1 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

The Vendor {Contractor} shall be subject to the same security and infrastructure review processes that are required by Federal Government, NJOIT, and its partner Departments. The Vendor {Contractor} shall submit relevant documentation annually or upon request and participate in the System Architecture Review ("SAR") process. Additional information on this process can be found at: [http://www.nj.gov/it/docs/ps/16-05-NJOIT\\_System\\_Architecture\\_Review\\_Policy.pdf](http://www.nj.gov/it/docs/ps/16-05-NJOIT_System_Architecture_Review_Policy.pdf)

Fulfilling the FedRamp certification process identified in Section 3.4.3 can expedite the OIT security review process.

The Vendor {Contractor} shall fully support and participate in audits conducted upon the system or data contained within the system at the request of the State.

#### 3.4.2 SYSTEM DESIGN

All System and application related documentation including infrastructure and architecture details shall be provided to the State and be available to the State in a web-based document/specification library accessible only to State authorized users. At this time the State does not intend on hosting the SIROMS system, therefore the Vendor {Contractor} is responsible for hosting on a web-based portal.

#### 3.4.3 HOSTING AND BACKUP SERVICES

In addition to the requirements in Section 3.2.1, the Vendor {Contractor} shall host the System in Vendor's {Contractor's} cloud and not only secure the physical and virtual application infrastructure utilizing the FedRamp, OIT, or SCM identified security requirements, but also control and secure physical and virtual access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

The Vendor {Contractor} may house non-production environments outside of the same Datacenter; however, all production data must reside within a secure environment identified in this Bid Solicitation {RFP}. Production data must not reside in non-secured environments.

If the Vendor {Contractor} is not FedRamp Moderate certified, the Vendor {Contractor} shall run a background check on all personnel who have physical access to the data centers which house SIROMS systems or data. The primary and backup data centers must be within the United States. An attestation of these requirements must be provided annually.

Using a process approved by the SCM, the Vendor {Contractor} shall download and back up the State's data and systems nightly or as otherwise approved by the SCM.

The Vendor {Contractor} shall provide a copy of the State's stored data that is stored within the Vendor {Contractor} provided State System. Stored data shall be supplied in a database, unless otherwise directed by the SCM.

#### 3.4.4 EXTRANET PLAN

The communication links between the State and the SIROMS systems must be maintained in accordance with this Bid Solicitation {RFP}. The SIROMS environment does not use any communication links identified below as the System is hosted on an external web platform. The State reserves the right require use of these Extranet Options or to add additional interfaces as required.

Extranet uses:

- When an external 3<sup>rd</sup> party needs to initiate file transfers to a Garden State Network (GSN) Department or Agency;
- When information exchange between external parties needs to be secured or routed over a private connection;
- When 3<sup>rd</sup> Parties want to build a private connection to an entity on the GSN, while avoiding the uncertainty of using the Internet as a medium.

Extranet Options:

The communication links between the State and the Vendor {Contractor} can be through a dedicated circuit or IPSEC tunnel over the Internet based upon the connectivity requirements and cost constraints.

The Vendor {Contractor} must work with DCA and OIT to establish an Extranet Partner relationship. The State and the Contractor will be required to follow the State's Extranet Policy and Procedure, and complete the application form, Memorandum of Understanding (MOU), operational form and security controls assessment checklist.

DCA, OIT, and external 3<sup>rd</sup> Party must agree on the Extranet service level the System will be utilizing for the connection, the cost of the connection and who will be paying for the agreed upon services.

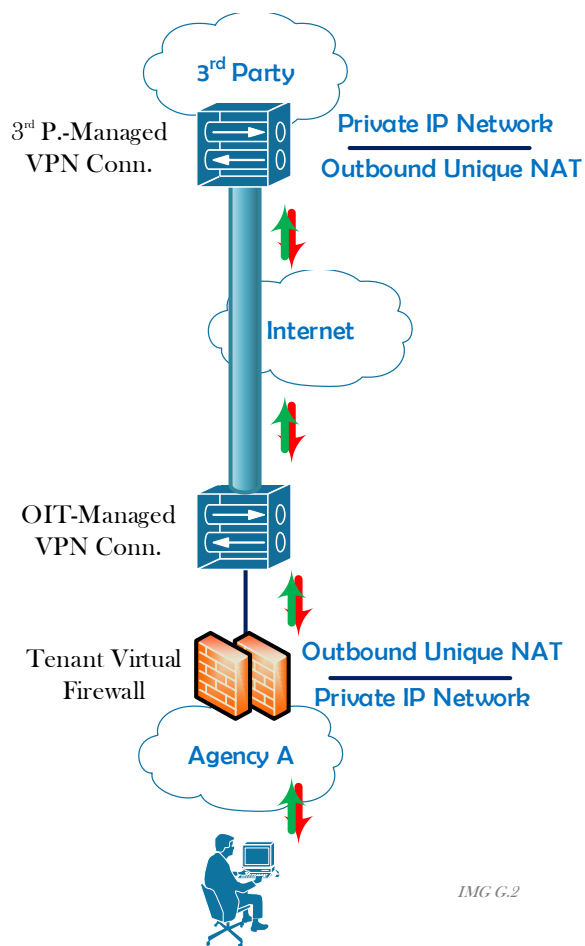
OIT currently supports the following four service levels:

- Extranet Bronze – Single IPSEC Tunnel over the Internet.
- Extranet Silver – Single dedicated circuit from a telecommunications carrier.
- Extranet Gold – Dual IPSEC Tunnel over the Internet from the State HUB and Hamilton Data Centers.



- Extranet Platinum – Dual dedicated circuits from a telecommunications carrier from our HUB and Hamilton Data Centers.

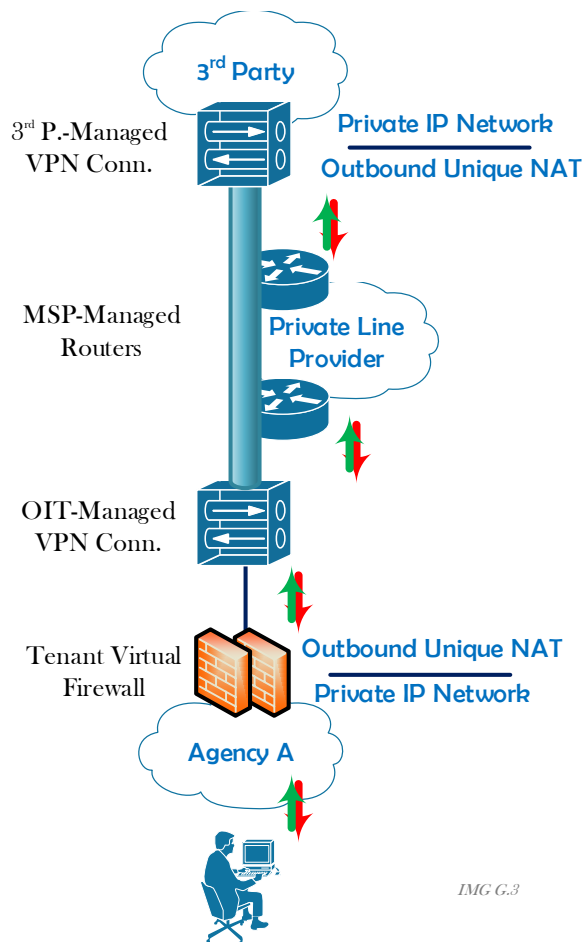
SIROMS does not intend to use these service levels since the System will be hosted by the Vendor {Contractor}



IMG G.2

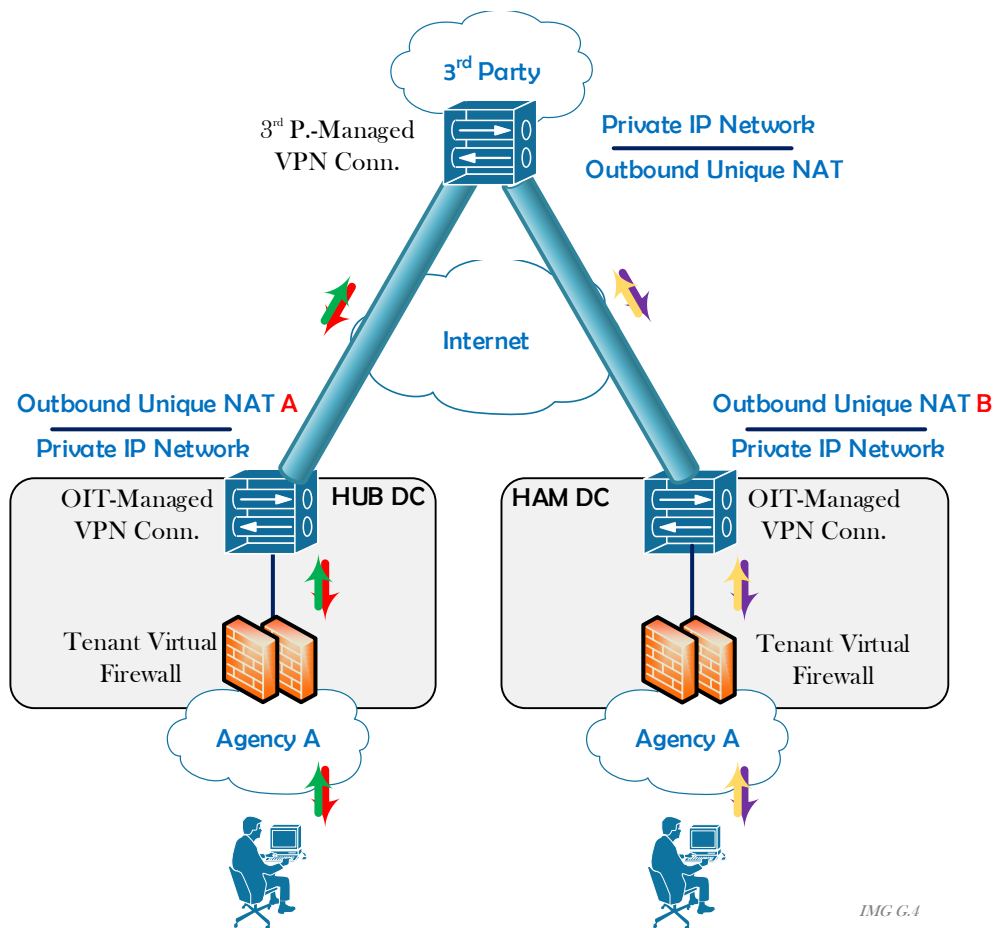
### Extranet Specifics and Topology (Bronze)

- Various IPSec configuration parameters are supported and should at a minimum meet the recommended values as defined by NJOIT's GSN Technical Architects.
- Bandwidth over the Internet is not guaranteed.
- Internet instability may cause disruption of this tunnel, therefore this Extranet model is considered best effort.



## Extranet Specifics and Topology (Silver)

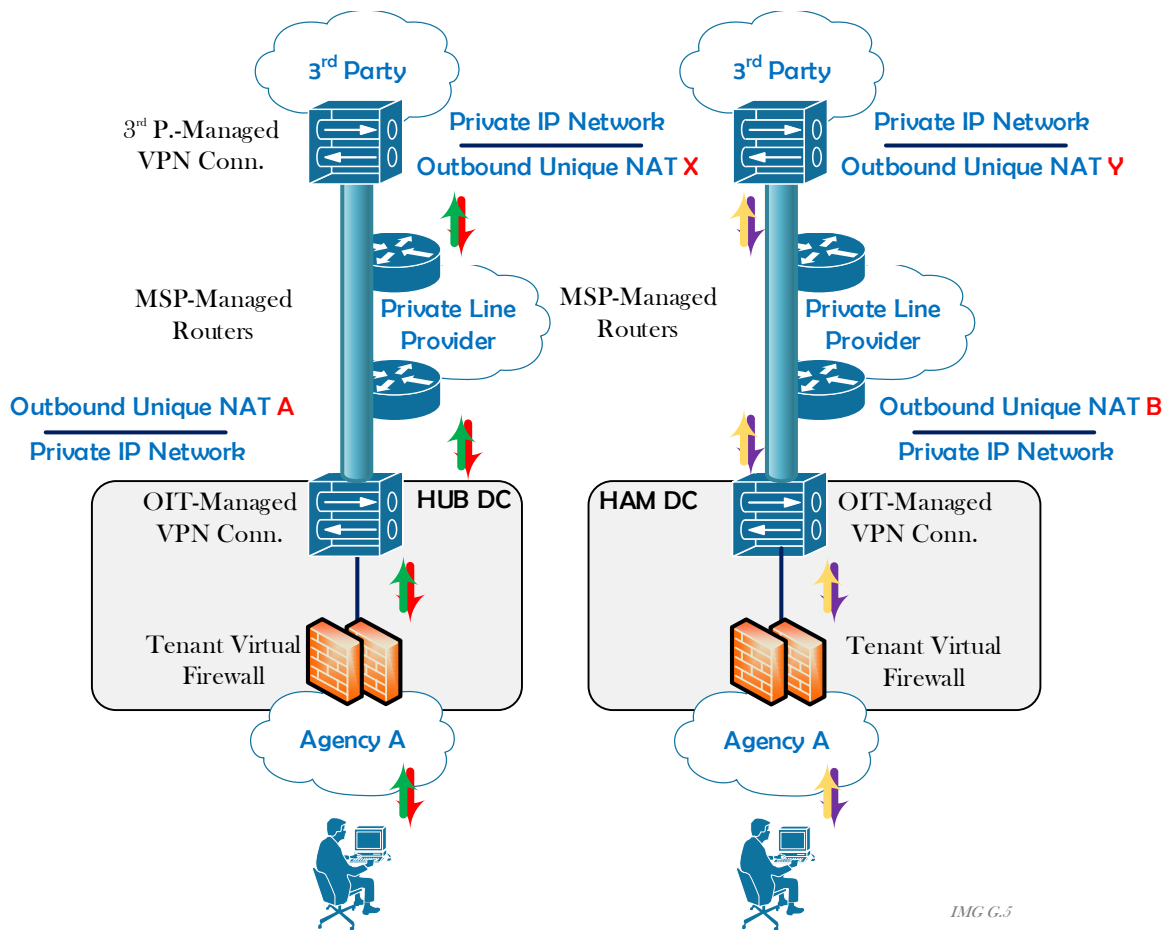
- All management and administration of the physical connectivity to the 3<sup>rd</sup> party carrier router is handled by the OIT Data Center Infrastructure Group and all equipment meet the Data Center's Electrical standards. (The Carrier Router and circuit must terminate at the West Trenton or Hamilton Data Centers.)
- Management of the Private Line Provider is the responsibility of the vendor or the Agency requesting service.
- Bandwidth over Private Circuits is typically guaranteed (depending on what the 3<sup>rd</sup> Party Vendor has requested from the Carrier)
- Incidents determined to be fault of the 3<sup>rd</sup> Party or Private Line Provider are the responsibility of the Agency or 3<sup>rd</sup> Party to remediate.



IMG G.4

## Extranet Specifics and Topology (Gold)

- Similar attributes and requirements to the Extranet Bronze Service, only dual-homed
- Each Data Center connection acts independently, and provides Unique NAT addresses at each connection point
- Applications can be configured to use one or both paths (depending upon the configuration of the App and the DNS resolution of IP Addresses for each tunnel).
- Traffic across each tunnel for similar IP Advertisements are treated as Active/Standby to avoid asymmetric traffic flow (traffic cannot leave through one VPN and return through the other – this traffic will be dropped).



IMG G.5

## Extranet Specifics and Topology (Platinum)

- Similar attributes and requirements to the Extranet Silver Services, only dual-homed with dual private carriers
- Each Data Center connection acts independently, and provides Unique NAT addresses at each connection point
- Applications can be configured to use one or both paths (depending upon the configuration of the App and the DNS resolution of IP Addresses for each tunnel).
- Traffic across each tunnel for similar IP Advertisements are treated as Active/Standby to avoid asymmetric traffic flow (traffic cannot leave through one VPN and return through the other – this traffic will be dropped).

### 3.4.5 TRANSMISSION OF FILES

The transmission of all files between the Vendor {Contractor} and the State system shall be transferred securely using the State file transfer methodology or otherwise directed by the SCM and OIT. The State will work with the Vendor {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 of New Jersey IBM mainframe.

- 2) FTPS over SSL (Explicit – port 21) is a supported option for file exchange for connections originating from the State of New Jersey IBM Mainframe. Must support RFC2228.
- 3) SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State of New Jersey distributed servers (non-IBM Mainframe).

Asynchronous:

- 1) The State'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's DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

The Vendor {Contractor} shall test the file transfer with the State system on all file transfers prior to full implementation.

During the term of the Blanket P.O. {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 Vendor {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 ASSESSMENTS/PLANS

The Vendor {Contractor} shall provide detailed plans as set forth below. The State may request revisions to these plans.

#### 3.4.6.1 SECURITY PLAN

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

In addition to those requirements identified in sections 3.3 and 3.4, the Vendor {Contractor} shall provide a Draft Security Plan within 15 business days from the Blanket P.O. {Contract} award date and annually thereafter. After review and State approval, the Vendor {Contractor} shall implement the security plan within 60 business days. The Security Plan shall describe the administrative, physical, technical, and systems controls to be used by the system and/or services. The Vendor's {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 Vendor's {Contractor's} operations and control system for the proposed solution. The Vendor {Contractor} shall have the capability to detect and



report attempted unauthorized entries into the facility and system. All security requirements apply to development, testing, production and backup systems.

In addition, the security plan shall identify, define, and address:

- Regulations and security requirements – how the Vendor {Contractor} will address security requirements such as Payment Card Industry (“PCI”), Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Federal Information Security Management Act (“FISMA”), Personal Identified Information (“PII”) OMB Memorandum M-07-16, in addition to all state and federal regulations surrounding the data contained within the systems supported by this RFP.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the Vendor {Contractor}. Security responsibilities include 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 IDs 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, at a minimum, 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. How the methods are to be tested and exercised.
- Vulnerability/Security Assessment – the products and methods used for scanning and remediating 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 that is approved by the SCM on an annual basis.

- Application Security – where the Vendor {Contractor} is providing application hosting or development services, the Vendor {Contractor} shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
- Application Partitioning – where the Vendor {Contractor} is providing application hosting and/or development services, how the Vendor {Contractor} will isolate the computing environment (compute/partition, network and storage/media.)
- Anti-virus/malware controls – the products and methods for anti-virus and malware controls that meet Industry Standards. The controls shall include policy statements requiring periodic anti-viral software checks of the system to prevent infections. The controls shall set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Network Security – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Contractor's network, the Vendor {Contractor} shall maintain its 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 Vendor {Contractor} shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology ("NIST").
- 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 Vendor {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 Vendor {Contractor} has access to State confidential data, and that data traverses the Contractor's network, the Vendor {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 Vendor {Contractor} has access to State confidential data, and that data will traverse the Contractor's network, the Vendor {Contractor} shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Contractor's network.

- Change/Configuration Management and Security Authorization- the Vendor {Contractor} shall establish a change/configuration methodology, a baseline configuration, and procedures for tracking changes to the configuration. When the Vendor {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 – how the Vendor {Contractor} shall identify and document technical and security risks which are identified, reported, and identify a mitigation strategy.
- Security Audit – 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.
- Confidentiality and Non-Disclosure Agreements – when requested, the Vendor {Contractor} and all Project staff including its subcontractor(s) shall complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {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 (1) month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {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 Vendor {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 System. 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.

#### 3.4.6.2 DISASTER RECOVERY PLAN

The Vendor {Contractor} shall submit their Disaster Recovery (DR) plan as part of the Quote {Proposal}, identifying locations and systems. The DR plan should demonstrate that the Vendor {Contractor} can continue to satisfy Bid Solicitation {RFP} requirements to restore 80% functionality and performance within 24 hours following an event where their primary hosting or business location is rendered unusable. The plan must be reviewed, updated, and provided to the SCM annually. The Vendor {Contractor} is responsible for doing the testing. The State Contract Manager may request an independent review of the testing procedures or results no more than every two (2) years at a cost to the Vendor {Contractor}. The results of the testing must be provided annually within 7 days of the contract's anniversary. The DR plan shall detail how the Vendor {Contractor} will ensure that the primary location and/or systems destroyed in such a disaster would return to 80% functional production systems within 24 hours of outage. There shall be no loss in performance, functionality, or data once fully restored.

The Vendor {Contractor} shall ensure that the System supported as part of this Blanket P.O. {Contract} are fault tolerant, and that system failures do not impose undue interruption of operations. The Vendor {Contractor} shall work to provide disaster recovery planning and fail over capabilities for the System. Additionally, the Vendor {Contractor} is responsible for coordinating disaster recovery planning activities and requirements with third party vendors, and for updating the State and Federal requirements.

The System shall be available 24 hours per day in case of component or hardware failure. In the event that the system must revert to the DR environment, the System must provide operational performance within one (1) hour of the primary location's outage. The backup systems shall have no more than 20% loss in performance or functionality, and no data loss shall be observed in this event. Full functionality and performance must be restored within three (3) business days.

The Vendor {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 an electronic record retention plan as provided for in Section 3.4.8.

The Vendor {Contractor} shall provide a backup of the production environment to the State within 50 business days after the Blanket P.O. {Contract} award, and a refreshed copy of the production environment every 30 calendar days thereafter. At no point shall the backup provided to the State contain System or data older than 10 business days. The backup must be sent in a secure manner and approved by the SCM.

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

The Vendor {Contractor} shall conduct a disaster recovery test annually to demonstrate media, equipment, personnel, and DR plan integrity and that adequate procedures are in place. In addition, Vendor {Contractor} shall perform comprehensive testing of each major application annually. The SCM will determine if annual testing shall be audited by third party vendor.

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

#### 3.4.6.3 CONTINGENCY PLAN

The Vendor {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 SCM, reviewed and updated annually. The plan shall be provided to the State within 15 business days after Blanket P.O. {Contract} award and updated annually. After review and State approval, the Contingency Plan shall be implemented within 30 business days.

#### 3.4.6.4 PERFORMANCE MANAGEMENT PLAN

The Vendor {Contractor} shall submit a plan for Performance Management in the Quote {Proposal} and annually after the award of the Blanket P.O. {Contract}. This plan shall include both measurable hosted System performance and measurable Maintenance performance conducted by the Vendor {Contractor} staff but is not limited to:

The Vendor {Contractor} shall recommend an IT performance benchmarking method and measurable goals against the benchmarks to be approved by the SCM under stress testing. Stress tests are required monthly or upon each major system update/release, whichever is more frequent as requested by the SCM.

Performance management activities to be addressed in the Performance Management Plan shall include, at a minimum:

- Benchmarking Methods;
- Benchmarking Metrics;
- Measurable Goals per Metric;
- Resolution Methods; and
- Resolution Timelines;

The Vendor {Contractor} shall allow the State to participate in an audit, require a third party to conduct, or, if the State chooses, audit the performance testing process and results. The Vendor {Contractor} is responsible for all maintenance and hosting costs associated with this Blanket P.O. {Contract}, including the cost for a third-party auditor.

The Vendor {Contractor} shall provide the performance testing results within 30 business days of hosting the System and no less than annually or within 20 business days of a request by the State.

At a minimum the Performance Management Plan shall describe how the Vendor {Contractor} shall meet the Service Metrics and Expected Service Levels set forth in the table below:

Service Metrics	Expected Service Level
<b>Environment Metrics</b>	
Fully Functional Infrastructure Uptime	99.7%
Fully Functional Applications Uptime	99.7%
Hosted System Responsiveness (Attachments)	Download and Upload 99% of attachments within 15 seconds
Hosted System Responsiveness (Actions)	99% of user actions compete within 2 seconds
Hosted System Responsiveness (Screens)	99% of screens load within 5 seconds
<b>Help Desk Response(Via Telephone or In-Person)</b>	
Response to Reported Helpdesk Issues: Defined as any issue which prevents a user from conducting their business as usual	Target Status Update: 30 Minutes Target Resolution or Workaround: 95% of the issues within 24 hours
<b>Reporting Requests - Delivery</b>	
Critical Request	1 Business days
High Request	3 Business days
Medium Request	10 Business days
Scheduled Report Delivery	99% delivery within 1 hour of scheduled time
Scheduled Software Maintenance Request: Update to all effected reports	20 Business days of software release
<b>Software Maintenance requests(MR) - Response</b>	
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

### 3.4.7 SYSTEMS PERFORMANCE, AVAILABILITY AND RELIABILITY

1. All applications whether FedRamp certified or in the Vendor's {Contractor's} cloud service shall go through Stress/Load testing before they are moved to production.
2. The Vendor {Contractor} shall collaborate with the State to perform stress test using a State agreed upon tool.

3. The Vendor {Contractor} shall be responsible to resolve issues that result from the stress test within 30 business days if within 5% of requirement, or within 5 business days if beyond the 5% threshold unless otherwise noted.
4. All applications are expected to be available 24X7 except for scheduled maintenance or upgrades approved by the State. The inability for 10 or more end users to login or use a module as designed is considered an outage and must be restored within 15 minutes.
5. The System can expect to have 500+ concurrent users at any point in time.

### 3.4.8 AUTOMATED RECORDS MANAGEMENT/STORAGE SYSTEMS AND RELATED SERVICES

The State is required to comply with the Open Public Records Act (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](http://www.state.nj.us/grc/home/rules/pdf/Promulgated_Regulations.pdf).

The Vendor {Contractor} shall be responsible for establishing a process to ensure that all requests made upon the Vendor {Contractor} for information that fall under OPRA are recorded and transmitted electronically to the SCM. OPRA requests will be processed by the State OPRA Custodian within DCA who will be responsible resolving same.

The Vendor {Contractor} shall work with the State to maintain DORES annual certifications.

The Vendor {Contractor} shall comply with the State's records retention schedule and with all State records storage policies, including but 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.)

The requirements for the retention of records pertaining to Federal Grants, Record Series #0406-0001 on the G100000 schedule can be found at the following website:

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

### 3.5 CURRENT SOFTWARE ENVIRONMENT

The Vendor {Contractor} shall be able to run and support software the State uses to maintain the current environment listed below:

Software	Version	Expertise Required
ManageEngine ServiceDesk	9.2 Build 9239	1 Year
MSFT Sharepoint Server	2010	3 Years
Apache Camel	2.12.1 & 2.16.2	4 Years
MSFT SQL Svr R2	2008 R2 - 64 Bit	3 Years
OpenText (BPM)	9.4.2	5 Years
OpenText (ECM)	10.0.0.2645	5 Years
JDK	1.7.80	3 Years
Amazon Command Line Interface (AWSCLI)	1.2.13	1.5 Years
NcFTP	3.2.5	1 Year



SAP BO	Enterprise 4.0 SP7	5 Years
Business Objects SDK	BO 4.0 FP3	3 Years
Microsoft Visual Studio	2013 & 2015	1 Year
7-Zip	9.34	1 Year
SurgeMail	6.7a-1	3 Years
Windows Powershell	2.0	1.5 Years
Microsoft SQL Server	2008 R2	3 Years
Microsoft IIS	7	3 Years
<b>Additional Libraries:</b>		
Apache FOP	1.0 & 1.1	3 Years
Apache Velocity	1.7	3 Years
JSCH (Java impl. of SSH2)	0.1.53	3 Years
OpenText (csapi.jar)	0.9.2	5 Years
Apache Velocity Tools	2.0	2 Years
Apache CXF	2.7.6 & 3.1.5	2 Years
CommVault	11	1.5 Years
VMWare	6	2 Years
Apache Tomcat	7	1.5 Years
Java	1.7.40	3 Years

Core software is those pieces of software identified in section 3.5 of the Bid Solicitation {RFP} that require equal to or above 3 years of experience, or software which replaces those in function. The suggested experience levels set forth above reference the preferred minimum experience level of individuals not aggregates of multiple individuals. The Vendor {Contractor} should detail within the Quote {Proposal} the anticipated level of expertise to be provided by the Vendor {Contractor} in relation to the above standards.

## 4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in your Quote {Proposal} being deemed non-responsive.

### 4.1 GENERAL

Quotes {Proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.0 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket P.O. {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket P.O. {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote {Proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through [NJSTART](#). Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

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

After award of Blanket P.O. {Contract}:

- a. If conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and
- b. If the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#), in preparing and submitting its Quote {Proposal}.

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

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

### 4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A Quote {Proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the

“Summary” page of the Bid Solicitation in **NJSTART**, or as indicated on the posted Bid Amendment {Addendum} if the Quote {Proposal} Opening Date has been changed. Vendors {Bidders} submitting electronic Quotes {Proposals} via **NJSTART** are cautioned to allow adequate time to ensure timely uploads of all Quote {Proposal} documents to mitigate unforeseen delays or issues. **State regulation mandates that late Quotes {Proposals} are ineligible for consideration.**

#### 4.3 NJSTART ELECTRONIC SUBMISSION INSTRUCTION

##### 4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs “Vendor Registration” and “Submit a Quote” for additional instructions detailing how to enroll in **NJSTART** and submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

When submitting a **NJSTART** Quote {Proposal}, do not use any symbols (i.e., #, @, \$, &, \*) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows with the information in the brackets [] below as follows:

[Vendor {Bidder} name][Volume #][Bid Solicitation {RFP} number]. Example: vendornameXXDPPXXXXX. **DO NOT UPLOAD .ZIP FILES.**

When the Vendor {Bidder} submits a Quote {Proposal} electronically through **NJSTART**, the Vendor {Bidder} should select the “Confidential” option in **NJSTART** for attachments on the “Attachments” Tab to request that the documents not be displayed publicly through **NJSTART**.

Note: Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

##### 4.3.2 RESERVED

Not applicable to this procurement.

#### 4.4 QUOTE {PROPOSAL} CONTENT

The Quote {Proposal} should be submitted in four (4) volumes with the content of each volume as indicated below.

##### Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

##### Volume 2

Section 2 - Technical Quote {Proposal} (Section 4.4.3)

Section 3 - Organizational Support and Experience (Section 4.4.4)

Section 3A – Any other miscellaneous documents to be included by the Vendor {Bidder}

##### Volume 3

Section 4 – Price Schedule (Section 4.4.5)

##### Volume 4

Section 5 – Oral Presentation Materials (Section 4.4.7)

Note: Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** must complete the State-supplied price sheet/schedule(s) (Volume 3) accompanying this Bid Solicitation {RFP} and

upload it as an attachment on the “Attachments” Tab (See Section 4.4.5 of this Bid Solicitation {RFP}).

The Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**.

In the event that a Vendor {Bidder} uploads a price sheet/schedule attachment and completes the Items Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

#### 4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through **NJSTART** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

##### 4.4.1.1 OFFER AND ACCEPTANCE PAGE {SIGNATORY PAGE}

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page {Signatory Page} with the Quote {Proposal}. All information requested on the Offer and Acceptance Page {Signatory Page} must be submitted.

If the Offer and Acceptance Page {Signatory Page} is not submitted with the Quote {Proposal} or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page {Signatory Page}. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote {Proposal} non-responsive.

The Offer and Acceptance Page {Signatory Page} must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture.

##### 4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must 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 its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

- a. The Vendor {Bidder} has no operations in Northern Ireland; or
- b. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote {Proposal}, a statement indicating its refusal to comply with the provisions of this Act.

#### 4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a Quote {Proposal} that does NOT include the use of any Subcontractors, by signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

- a. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and
- b. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### 4.4.1.1.3 NON-COLLUSION

By submitting a Quote {Proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

- a. The price(s) and amount of its Quote {Proposal} have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- b. Neither the price(s) nor the amount of its Quote {Proposal}, and neither the approximate price(s) nor approximate amount of this Quote {Proposal}, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote {Proposal} submission;
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote {Proposal} higher than this Quote {Proposal}, or to submit any intentionally high or noncompetitive Quote {Proposal} or other form of complementary Quote {Proposal};
- d. The Quote {Proposal} of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote {Proposal}; and
- e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) 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.

#### 4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:  
[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

#### 4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote {Proposal} as non-responsive.

##### 4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or sole proprietorship, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote {Proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote {Proposal} submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote {Proposal}.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. In the alternative, Vendors {Bidders} may complete the full Ownership Disclosure Form located on the [Division's website and upload it as part of its \*\*NJSTART\*\* proposal](#). This form is also available in **NJSTART** ([www.njstart.gov](http://www.njstart.gov)).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).



Vendors {Bidders} utilizing **NJSTART** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote {Proposal}. Note: The Primary Form must have a Date Created within six (6) months of the Quote {Proposal} submission deadline to be considered valid.

#### 4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. In the alternative, Vendors {Bidders} may complete the full Disclosure of Investment Activities in Iran form located on the [Division's website and upload it as part of its \*\*NJSTART\*\* proposal](#). The full version of the form is also available in **NJSTART** ([www.njstart.gov](http://www.njstart.gov)).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote {Proposal}.

#### 4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the "Subcontractor" Tab in **NJSTART**. Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form.

The Subcontractor Utilization Plan form is located on the [Division's website](#). The form is also available in **NJSTART**. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

#### 4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O. {CONTRACTS}

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently



owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O. {Contract}, those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O. {Contract}, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

Vendors {Bidders} should verify its Small, Minority, Veteran, and Women Owned Business Certification status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor's {Bidder's} Small, Minority, Veteran, and Women Owned Business Certification status, [NJSTART](#) provides a link to take corrective action.

#### 4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET P.O. {CONTRACTS}

Not Applicable for this procurement

#### 4.4.1.4.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O. {CONTRACTS}

**NOTE: THE VENDOR {BIDDER} IS NOT TO USE THE "SUBCONTRACTOR" TAB IN [NJSTART](#).**

This is a Blanket P.O. {Contract} with set-aside subcontracting goals for New Jersey Small Business Enterprises. As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O. {Contract}, those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O. {Contract}, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

If the Vendor {Bidder} intends to subcontract, it must submit a Subcontractor Utilization Plan and should take the following actions to achieve the set-aside subcontracting goal requirements:

- a. Attempt to locate eligible small businesses in Categories I, II, III, IV, V, and/or VI as appropriate to the Bid Solicitation {RFP};
- b. Request a listing of small businesses by Category from the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit;
- c. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- d. Provide all potential Subcontractors with detailed information regarding the specifications;
- e. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price Quotes;
- f. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the Bid Solicitation {RFP}; and
- g. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes {Proposals} should also contain a copy of the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Proposal Review Unit of the Division to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

If the Vendor {Bidder} chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Vendor {Bidder} must submit documentation demonstrating its good faith effort to meet the targets with its Quote {Proposal} or within seven (7) business days upon request.

**NOTE: A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR TO PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE {PROPOSAL} OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A Blanket P.O. {Contract} TO THE VENDOR {BIDDER}.**

If awarded the Blanket P.O. {Contract}, the Vendor {Bidder} shall notify each Subcontractor listed in the Plan, in writing.

Each Vendor {Bidder} awarded a Blanket P.O. {Contract} for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 et seq., and this Bid Solicitation {RFP}.

#### 4.4.1.5 BID SECURITY

Not Applicable to this Procurement.

#### 4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation {RFP}.

#### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote {Proposal} evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote {Proposal}. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote {Proposal} opening, or whose BRC was revoked prior to the submission of the Quote {Proposal}, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor’s {Bidder’s} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, 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 Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote {Proposal} must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {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 Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

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

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote {Proposal}, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote {Proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State’s request or the State may deem the Quote {Proposal} non-responsive.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, complete and attach the shortened **NJSTART** form. In the alternative, Vendors

{Bidders} may complete the full version of the form located on the [Division's website and upload it as part of its \*\*NJSTART\*\* proposal](#). This form is also available in [NJSTART](#).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

#### 4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O. {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote {Proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

#### 4.4.3 TECHNICAL QUOTE {PROPOSAL}

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} shall set forth its understanding of the requirements of this Bid Solicitation {RFP} and its ability to successfully complete the Blanket P.O. {Contract}. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

The Vendor {Bidder} shall describe its ability to bring sufficient depth of resources to ensure rapid implementation of the Maintenance requirements set forth by SRD.

When submitting via **NJSTART**, the Vendor {Bidder} shall upload, at a minimum, its technical Quote {Proposal} response for Section 4.4.3 (Technical Quote {Proposal}) and Section 4.4.4 (Organizational Support and Experience) and attach to its Quote {Proposal} submission. Failure to do so may result in your Quote {Proposal} being deemed non-responsive.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

##### 4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation {RFP} in a narrative format. This narrative should demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. {Contract} is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. {Contract}. This narrative should demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket P.O. {Contract} are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation {RFP} tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} ability to complete the Blanket P.O. {Contract}. The Vendor's {Bidder's} response to this section should be designed to demonstrate to the State that

the Vendor's {Bidder's} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor's {Bidder's} Quote {Proposal} will lead to successful Blanket P.O. {Contract} completion.

#### 4.4.3.2 BLANKET P.O. {CONTRACT} MANAGEMENT

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

#### 4.4.3.3 BLANKET P.O. {CONTRACT} SCHEDULE AND PLANS

##### 4.4.3.3.1 BLANKET P.O. {CONTRACT} SCHEDULE

The Vendor {Bidder} shall include a draft Blanket P.O. {Contract} schedule. If key dates are a part of this Bid Solicitation {RFP}, the Vendor's {Bidder's} schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Vendor {Bidder} should identify the Blanket P.O. {Contract} scheduling and control methodology to be used and shall provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the Vendor {Bidder}.

##### 4.4.3.3.2 MOBILIZATION PLAN

It is essential that the State have access to the functionality of this Blanket P.O. {Contract} as soon as possible after award as it is vital to maintain functionality of the SIROMS system. Therefore, the Vendor {Bidder} shall include as part of its Quote {Proposal} a Mobilization Plan, beginning with the date of notification of Blanket P.O. {Contract} award and lasting no longer than 30 business days.

The Mobilization Plan shall include the following elements:

- a. A detailed timetable for the mobilization period of 30 business days. This timetable should be designed to demonstrate how the Vendor {Bidder} will have the personnel and equipment it needs to begin work on the Blanket P.O. {Contract} up and operational from the date of notification of award;
- b. The Vendor's {Bidder's} plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Vendor's {Bidder's} mobilization of the Blanket P.O. {Contract} within the period of eight (8) weeks;  
**NOTE:** The Vendor {Bidder} should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;
- c. The Vendor's {Bidder's} plan for recruitment of staff required to provide all services required by the Bid Solicitation {RFP} on the Blanket P.O. {Contract} start date at the end of the mobilization period covering 30 business days; and
- d. The Vendor's {Bidder's} plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Blanket P.O. {Contract} on the required start date.

- e. The Vendor {Bidder} shall describe its plans to support the operational system including application updates, new releases, bug and defect repairs, new system requirements, reporting updates, emergency maintenance/repairs of hardware and software and routine maintenance.
- f. The Vendor {Bidder} shall provide its draft plan to accomplish all work required by this Blanket P.O. {Contract}. The Contingency Plan should include a:
  - Security Plan 3.4.6.1
  - Disaster Recovery Plan 3.4.6.2
  - Contingency Plan 3.4.6.3
  - Support Plan 3.4.6.4
  - Performance Management Plan 3.4.6.5

The plans should demonstrate to the Evaluation Committee that the Vendor {Bidder} understands the scope of work required for successful operations, maintenance and support of the System.

The Vendor {Bidder} shall provide a summary overview of the security plan and describe how it has been incorporated into the larger security program. In the plan, the Vendor {Bidder} shall highlight security features of the system and address requirements in Sections 3.4.6.1 and 5.9.4 Security Plan.

#### 4.4.3.3.3 POTENTIAL PROBLEMS

The Vendor {Bidder} shall set forth a summary of any and all problems that the Vendor {Bidder} anticipates during the term of the Blanket P.O. {Contract}. For each problem identified, the Vendor {Bidder} shall provide its proposed solution.

#### 4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {Bidder} shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation {RFP}.

The Vendor {Bidder} shall include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

##### 4.4.4.1 LOCATION

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

##### 4.4.4.2 ORGANIZATION CHARTS

- a. **Blanket P.O. {Contract} -Specific Chart.** The Vendor {Bidder} shall include a Blanket P.O. {Contract} organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Blanket P.O. {Contract}. The chart shall include the labor category and title of each such individual. The bidder shall provide an updated chart to the State as changes to personnel are made and at the State's request throughout the duration of the Performance Contract.
- b. **Chart for Entire Firm.** The Vendor {Bidder} shall include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart shall show the

relationship of the individuals assigned to the Blanket P.O. {Contract} to the Vendor's {Bidder's} overall organizational structure. The bidder shall provide an updated chart to the State as changes to personnel are made and at the State's request throughout the duration of the Performance Contract.

#### 4.4.4.3 RESUMES

Detailed resumes shall be submitted for all Key Personnel to be assigned to the Blanket P.O. {Contract}. Detailed resumes should be submitted for all management and supervisory to be assigned to the Blanket P.O. {Contract}. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing a {Contracts} of a similar size and scope to those required by this Bid Solicitation {RFP}. The resumes should conform to the State's qualifications guidelines as outlined in Attachment 06 of this Bid Solicitation {RFP}. Resumes should include the following:

- a. The individual's previous experience in completing each similar Blanket P.O. {Contract};
- b. Beginning and ending dates for each similar Blanket P.O. {Contract};
- c. Which staff will be providing the software expertise identified in Section 3.4.9;
- d. A description of the Blanket P.O. {Contract} demonstrating how the individual's work on the completed Blanket P.O. {Contract} relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation {RFP}; and
- e. With respect to each similar Blanket P.O. {Contract}, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Vendor {Bidder} should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

#### 4.4.4.4 BACKUP STAFF

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

In the event the Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O. {Contract}, the Vendor {Bidder} shall 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 Blanket P.O. {Contract} term.

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

The Bidder shall provide a resume conforming to the criteria above each time a change in contracted staff occurs. SCM may request multiple resumes to fill contracted staff positions.

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

The Vendor {Bidder} should provide the three (3) most relevant contracts of similar size and scope that it has successfully completed, that relate to a focused subset of this Bid Solicitation {RFP}, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those



required by this Bid Solicitation {RFP}. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation {RFP}. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation {RFP}. For each such contract, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for the other contracted party. Beginning and ending dates should also be given for each contract.

- Specific CDBG-DR contract experience:

The Vendor {Bidder} should demonstrate capacity that the Vendor {Bidder} fully understands and has previous experience with CDBG-DR program and financial requirements.

The Vendor {Bidder} should document experience in implementing disaster recovery projects exceeding \$50 Million in grant funding, and should describe three (3) contract engagements of a two (2) year duration or greater where it was responsible as the primary IT shared services provider involving the IT service areas listed below. Experience should 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
- Desktop Support
- IT and Desktop Security
- 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
- Demonstrate capacity to use the 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

The Vendor {Bidder} should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} Quote {Proposal}. A description of the Subcontractor's prior contracts should be included and should show how such contracts relate to the ability of the Subcontractor to complete the services it is designated to perform.

For each contract identified as being of similar size and scope in response to this section, whether supporting the Vendor {Bidder} or a Subcontractor, the Vendor {Bidder} shall provide two names, title, telephone number and e-mail address of a contact person who can provide a reference

regarding the Vendor's {Bidder's} and Subcontractor's performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.).

#### 4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

The Vendor {Bidder} should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. {Contract}. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit the following:

- For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years.
- For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards 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 Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote {Proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote {Proposal} non-responsive.

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

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

#### 4.4.5 PRICE SHEET/SCHEDULE

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

##### 4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a **NJSTART** Quote {Proposal}, the Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the "Items" Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**.

##### 4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 1; 6; 11; 16; 21; and 26 its blended annual rate unit price per Full Time Equivalent (FTE) technical staff and the number of FTE required to fulfill the requirements set forward in this Bid Solicitation {RFP} and

Attachments. The Vendor {Bidder} provided unit price per FTE shall be based on the maintenance requirements and expected Number of Active System Users.

- Note: The 2017-2018 year of maintenance for the SIROMS environment resulted in the number of software updates, production support requests, Automatic Clearing House transactions, system integration updates, database support requests, reports updates, environments hosted, and business support calls provided in Attachment 04. Due to the limits placed on the duration of the SRD program, the Vendor {Bidder} understands and acknowledges that SIROMS Maintenance and Hosting support will decrease as the number of SRD Users and VM/Servers decreases in subsequent years.
- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 2; 7; 12; 17; 22; and 27 its unit price per Virtual Machine (VM) and the number of Virtual Machines (VM) required to fulfill the requirements set forward in this Bid Solicitation {RFP} and Attachments.
  - Note: These Price Lines shall include IT hardware, networking, and security appliances necessary to support and operate the System. In addition, all assets purchased and paid for by the Vendor {Contractor} under the Master Blanket P.O. {Contract} must be turned over to the State within twenty (20) business days of the Master Blanket P.O. {Contract} termination.
- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 3; 8; 13; 18; 23; and 28 its Terabyte unit price per used for Storage Capacity and the number of Terabytes required to fulfill the requirements set forward in this Bid Solicitation {RFP} and Attachments; ([See Section 3.4.8](#))
- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 4; 9; 14; 19; 24; and 29 its Processor Core unit price per Core and the number of Cores required to fulfill the requirements set forward in this Bid Solicitation {RFP} and Attachments;
- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 5; 10; 15; 20; 25; and 30 its monthly Megabytes per second unit price for Bandwidth Usage and the number of Megabytes per second required to fulfill the requirements set forward in this Bid Solicitation {RFP} and Attachments;
- The Vendor {Bidder} shall provide on the appropriate Price Lines #: 31-39 its software licensing per year unit price required to fulfill the requirements set forward in this Bid Solicitation {RFP} and Attachments for Blanket P.O. {Contract} years 1-3; Optional extension years 1-3; and post Blanket P.O. {Contract} years 1-3.
  - Note: The Vendor {Bidder} shall provide a detailed breakout within its Quote {Proposal} for each software manufacturer, software product, and quantity of licenses required each year. This annual software license breakout should align with each annual software licensing Price Line (31-39) within the software licensing on the State-Supplied Price Sheet.

The State reserves the right to acquire and/or use any assets procured through this Blanket P.O. {Contract} through its own facilities or inventory.

Vendor {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.

#### 4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET/SCHEDULE

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid

Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

#### 4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes {Proposals} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes {Proposals} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

#### 4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote {Proposal} and shall be deemed non-responsive.

#### 4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer a cash discount the following shall apply:

- a. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE Blanket P.O. {Contract}

### 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, all exhibits attached to this Bid Solicitation {RFP}, SSTC, Bid Amendment {Addenda} to this Bid Solicitation {RFP}, the Vendor's {Contractor's} Quote {Proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O. {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- a. Executed Offer and Acceptance Page {Signatory Page};
- b. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addenda};
- c. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};
- d. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addenda};
- e. The Vendor's {Contractor's} final submitted Best and Final Offer; and
- f. The Vendor's {Contractor's} Quote {Proposal} as accepted by the State.

**Note:** In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in **NJSTART**, the Bid Solicitation {RFP} will govern and **NJSTART** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

### 5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION

The base term of this Blanket P.O. {Contract} shall be for a period of **three (3) years**. The anticipated " Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation {RFP} in **NJSTART**. If delays in the procurement process result in a change to the anticipated Blanket P.O. {Contract} Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to **three (3) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in accordance with the price schedule of this Blanket P.O. {Contract} or rates more favorable to the State.

### 5.3 BLANKET P.O. {CONTRACT} TRANSITION

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms and conditions until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than **180 calendar days** beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.

#### 5.4 CHANGE ORDER (CONTRACT AMENDMENT)

Change Orders {Amendments} to this Blanket P.O. {Contract} requested by the Vendor {Contractor} are subject to State review. Due to the multiple departments and agencies required for full State review and approval, Vendor {Contractor} understands that the State is under no obligation to provide a timeframe for change order {amendment} review and approval.

The State and SCM may initiate Blanket P.O. {Contract} change requests at any time.

The State may request Change Orders {Amendments} to this Blanket P.O. {Contract} should the needs of the SIROMS program increase or decrease.

If circumstances or events beyond Vendor's {Contractor's} control prevent or delay Vendor {Contractor} in performing the Services, Vendor {Contractor} may be entitled to an equitable adjustment in the schedule for performance and/or the compensation otherwise payable to it under the Blanket P.O. {Contract}. In such event, Vendor {Contractor} and the State will mutually agree upon a Change Order {Contract Amendment} documenting the adjustments, subject to the review and approval of the Director.

Any changes or modifications to the terms of this Blanket P.O. {Contract} shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

#### 5.5 VENDOR (CONTRACTOR) RESPONSIBILITIES

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

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Blanket P.O. {Contract}. The Vendor {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 Blanket P.O. {Contract} shall not in any way relieve the Vendor {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 Vendor's {Contractor's} performance of this Blanket P.O. {Contract}.

#### 5.6 SUBSTITUTION OF STAFF

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

The Vendor {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 Vendor {Contractor} has received written approval to proceed from the State Contract Manager.

#### 5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {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 Vendor {Contractor} has received written approval from the Director.

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

The Vendor {Contractor} must 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 which the Subcontractor is to undertake.

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

## 5.8 OWNERSHIP OF MATERIAL

A. Vendor {Contractor} Intellectual Property; COTS and Customized Software – Vendor {Contractor} retains ownership of all Vendor {Contractor} Intellectual Property, and any modifications thereto and derivatives thereof, that Vendor {Contractor} supplies to the State pursuant to the Blanket P.O. {Contract}. Vendor {Contractor} grants the State a non-exclusive, perpetual royalty-free license to use Vendor {Contractor} Intellectual Property delivered to the State for the purposes contemplated by the Blanket P.O. {Contract}. Should the Vendor {Contractor} anticipate bringing pre-existing Vendor Intellectual Property, COTS or its own Customized Software into the project, such Vendor IP, COTS or Customized Software shall be identified in the Quote {Proposal}. If no such Vendor IP, COTS or Customized Software is identified in the Quote {Proposal}, then all software supplied by the Vendor {Contractor} under the Blanket P.O. {Contract} shall be deemed to be Custom Software, and owned by the State.

B. Third Party Intellectual Property – Unless otherwise specified in the Bid Solicitation {RFP} that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Vendor {Contractor} shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Blanket P.O. {Contract} at no additional cost to the State beyond that in the Quote {Proposal} price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Blanket P.O. {Contract}. If Vendor {Contractor} uses Third Party Intellectual Property, Vendor {Contractor} must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Vendor {Contractor} agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Vendor {Contractor}, secured by the State as required by the Bid Solicitation {RFP}, or otherwise supplied by the State.

C. Work Product; Custom Software – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the Vendor {Contractor}, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Blanket P.O. {Contract}, Vendor {Contractor}, subcontractor, or third party hereby assigns to the State, or Vendor {Contractor} shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall



have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

D. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Blanket P.O. {Contract}, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Blanket P.O. {Contract}, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, 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 the Blanket P.O. {Contract}.

E. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to Vendor {Contractor} pursuant to the Blanket P.O. {Contract}. The State's data and background information shall include, without limitation, all data, technical information, and materials provided to Vendor {Contractor} by the State to facilitate performance of the Blanket P.O. {Contract}, including but not limited to all reports, 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. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Blanket P.O. {Contract}. Only to fulfill the purposes of the Blanket P.O. {Contract} does the State grant Vendor {Contractor} a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. No part of the State's data shall be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Vendor {Contractor} is limited by the term of the Blanket P.O. {Contract} and the confidentiality obligations set forth in Section 5.9 of the Bid Solicitation {RFP}.

F. No Rights – Except as expressly set forth in the Blanket P.O. {Contract}, nothing in the Blanket P.O. {Contract} shall be construed as granting to or conferring upon Vendor {Contractor} any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Blanket P.O. {Contract}, nothing in the Blanket P.O. {Contract} shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor {Contractor} Intellectual Property that is now owned or subsequently owned by Vendor {Contractor}. Except as expressly set forth in the Blanket P.O. {Contract}, nothing in the Blanket P.O. {Contract} shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

## **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 Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Blanket P.O. {Contract} and may result in Blanket P.O. {Contract} termination and the Vendor's {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 Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {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 Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must 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 National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### **5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION**

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

is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.

- g. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(e), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

## 5.9.2 DATA SECURITY STANDARDS

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

- a. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).
- b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard.

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

Data Storage: All data provided by the State or State data obtained by the Vendor {Contractor} in the performance of the Blanket P.O. {Contract} must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State data outside of the United States.

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

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

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

### 5.9.3 TAX RETURN DATA SECURITY

#### I. PERFORMANCE

- a. In performance of this Blanket P.O. {Contract}, the Vendor {Contractor} agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- b. All work will be done under the supervision of the Vendor {Contractor} or the Vendor's {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 Blanket P.O. {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 Blanket P.O. {Contract}. Disclosure to anyone other than an officer or employee of the Vendor {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 shall be given the same level of protection as required for the source material;
- e. The Vendor {Contractor} certifies that the data processed during the performance of this Blanket P.O. {Contract} will be completely purged from all data storage components of his or her computer facility, and the Vendor {Contractor} will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the Vendor {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 Vendor {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 must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the

managerial, operational, and technical controls. All security features must 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 Blanket P.O. {Contract} will be subcontracted without prior written approval of the IRS;
- i. The Vendor {Contractor} shall maintain a list of employees with authorized access to IRS federal tax information. Such list will be provided to the agency and, upon request, to the IRS reviewing office; and
- j. The agency shall have the right to void this Blanket P.O. {Contract} if the Vendor {Contractor} fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS:

- A. 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 five (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;
- B. 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 Blanket P.O. {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 this Blanket P.O. {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 one (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;
- C. Additionally, it is incumbent upon the Vendor {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 Vendors {Contractors} by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Vendor {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 thereunder, 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; and

- D. Granting a Vendor {Contractor} access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors {Contractors} must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendors {Contractors} should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Vendor {Contractor} should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

### III. INSPECTION:

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

#### 5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

#### 5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

#### 5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. {Contract}. Notwithstanding the requirements of the Bid Solicitation {RFP}, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. {Contract} award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote {Proposal}.

#### 5.13 CLAIMS AND REMEDIES

##### 5.13.1 CLAIMS

All claims asserted against the State by the Vendor {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 this Blanket P.O. {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.

### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET P.O. {CONTRACT} REQUIREMENTS**

The Vendor {Contractor} is responsible for maintaining, via the primary hosting site or their DR hosting site, the services rendered within this Bid Solicitation {RFP} including but not limited to 3rd party vendors or contractors required to host or maintain the System. The State is responsible for maintaining infrastructure and desktop components from the ISP to the desktop client. In cases where the System is interfacing with a State, State Department, Government organization, or a State imposed Non-Government Organization (such as Wells Fargo or Bank of America), the Vendor {Contractor} is not held responsible for that organization's performance or outage.

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate this Blanket P.O. {Contract} in accordance with the SSTC, authorize the delivery of Blanket P.O. {Contract} items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {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 LIQUIDATED DAMAGES**

The Division and the Vendor {Contractor} ("the Parties") agree that it would be extremely difficult to determine actual damages which the State will sustain as the result of the Vendor's {Contractor's} failure to meet the performance requirements. Any breach by the Vendor {Contractor} will result in a failure to meet the State's objectives and represents a breach to this Blanket P.O. {Contract}. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State may sustain from the Vendor's {Contractor's} performance deficiencies set forth within this section. and are not to be construed as penalties.

The State has the sole discretion to determine whether liquidated damages should be assessed.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the Division shall be entitled to recover liquidated damages under each section applicable to any given incident.

Liquidated damages may be assessed for the failure to meet any deliverable in a production environment, unless otherwise stated, as required throughout this Bid Solicitation {RFP} in the amount set forth in the Tables as follows:

**Table 1**

<b>Number</b>	<b>Topic</b>	<b>Description</b>	<b>Method of Assessing Damage Occurred</b>	<b>Liquidated Damages</b>
1	Automatic Clearing House Processing	Vendor {Contractor} did not provide data in required format to facilitate the processing of Automatic	Automatic Clearing House Transactions did not occur for 2 consecutive business days. Vendor {Contractor} is not liable for financial institution outages or delays in providing funding availability.	\$10,000 per Day beginning on the third (3) consecutive business day



		Clearing House transactions		
2	End User Support	Vendor {Contractor} did not provide contracted support during normal business hours/days	Vendor {Contractor} did not provide a non-automated response to telephone calls or emails within a 30 minute span.	\$100 per occurrence
3	End User Support	Vendor {Contractor} did not provide notification to end users in the event of an outage	Vendor {Contractor} did not provide notification to end users within 30 minutes in the event of an outage during normal business hours/days.	\$2,000 per instance and \$2,000 every 30 minutes thereafter
4	End User Support	Vendor {Contractor} did not provide contracted support during normal business hours/days	Vendor {Contractor} did not update user access within 1 business day.	\$1,000 per day and/or Occurrence
5	End User Support	Vendor {Contractor} did not provide contracted support during normal business hours/days	Vendor {Contractor} did not provide a resolution or escalate to the development team within 24 hours.	\$1,000 per day and/or Occurrence
6	End User Support	Vendor {Contractor} did not provide contracted support during normal business hours/days	95% of the week's Helpdesk calls were not followed up on, resolved, or escalated to a system change request within 1 week.	\$5,000 per Week
7	External Vendor {Contractor} Interfaces	Vendor {Contractor} did not process data received from External Vendors {Contractors} into SIROMS	Data transmissions were not processed into the SIROMS user interface within 1 full business day. Vendor {Contractor} is not liable for errors in inbound transmissions or sender's outage.	\$25,000 per Day

8	NJCFS Processing	Vendor {Contractor} did not provide data in required format to facilitate the processing of NJCFS transactions	NJCFS transactions did not occur for 1 business day. Vendor {Contractor} is not liable for financial institution outages.	\$5,000 per Day
9	Other Interfaces	Vendor {Contractor} did not maintain interfaces per Blanket P.O. {Contract}	Interface did not function for 2 consecutive business days. Vendor {Contractor} is not liable for External systems.	\$25,000 per Day beginning on the third (3) consecutive business day
10	Performance Test	Vendor {Contractor} did not maintain system performance per Blanket P.O. {Contract} Section 3.4.7	System did not restore full system performance within 5 business days following a stress test failure.	\$2,000 per Day beginning on the sixth (6) consecutive business day
11	Software or Report Updates	Vendor {Contractor} did not fix an application or report bug within 3 business days	Inability for 3 or more end users to conduct business as usual due to application bug within system or incorrect information provided on a production report.	\$5,000 per day and/or Occurrence beginning on the fourth (4) consecutive business day
12	Software or Report Updates	Vendor {Contractor} did not release software or report updates in accordance with schedule	Vendor {Contractor} did not meet the scheduled release date on a critical or high priority software or report update. Scheduled releases which are prioritized and agreed upon with the SCM in advance.	\$1,000 per Day
13	Software Updates	Vendor {Contractor} did not update maintain relevant security patches per Blanket P.O {Contract} Section 3.2.2.5	Vendor {Contractor} did not install patches or perform Industry Standard security updates within the last 3 months.	\$25,000 per Week beginning on first day of month when Vendor {Contractor} did not meet requirements
14	Software Updates	Vendor {Contractor} did not maintain	Vendor {Contractor} did not upgrade to Industry Standard version of "core" software (Business	\$25,000 per Month

		software updates per Blanket P.O. {Contract} Section 3.2.2.5	Objects/SIROMS/.Net/etc.) within the last 2 years.	
15	System Outage	Vendor {Contractor} did not maintain system up-time for all users per Blanket P.O. {Contract}	Inability for 10 or more end users to login or use a module as designed for more than 1 hour.	\$7,500 per Hour
16	System Outage	Vendor {Contractor} did not restore full system performance after DR failover	System did not maintain or restore 80% of production performance within 24 hours of DR failover	\$1,000 per Hour

1. For the purpose of determining a deficiency day, the day starts at 6:00AM Eastern Time.

#### 5.14.1 NOTIFICATION OF LIQUIDATED DAMAGES

After determining that liquidated damages are to be assessed, the Director will notify the Vendor {Contractor} of the assessment in writing. The availability of any period to cure will depend on the situation and will be in the sole discretion of the Director. In the Director's sole discretion, he may elect to notify the Vendor {Contractor} that liquidated damages may be assessed to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this Blanket P.O. {Contract}. Notwithstanding any provision of any Bid Solicitation {RFP} to the contrary, should there be any conflict between this section and any provision of a Bid Solicitation {RFP}, this section shall supersede such Bid Solicitation {RFP} provision to the contrary.

#### 5.14.2 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated, at the of Director's discretion, if all of the following conditions are met:

- a. The Vendor {Contractor} corrects the condition(s) for which liquidated damages were imposed;
- b. The Vendor {Contractor} notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
- c. The Director reviews and approves in writing the recommendation of State Contract Manager.

#### 5.14.3 SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

#### 5.14.4 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The assessment of liquidated damages may be waived in writing at the sole discretion of the Director. The waiver of any liquidated damages owed to the State, shall constitute a waiver only as to such assessment of liquidated damages, and shall not be considered a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

#### 5.14.5 PAYMENT OF LIQUIDATED DAMAGES

Once assessed pursuant to Section 5.14, liquidated damages will be deducted from any funds owed to the Vendor {Contractor} by the State, and in the event the amount due the Vendor {Contractor} is not sufficient to satisfy the amount of the liquidated damages, the Vendor {Contractor} shall pay the balance to the State of New Jersey within thirty (30) calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Vendor {Contractor}.

Blanket P.O. {Contract}

#### 5.15 RETAINAGE

The amount of retainage for this Blanket P.O. {Contract} is 10 percent. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the Vendor's {Contractor's} performance. If performance has been satisfactory, the Using Agency shall release [90%] of the retainage for the preceding three (3) month period less liquidated damages assessed. Following certification by the State Contract Manager that all services have been satisfactorily completed the balance of the retainage shall be released to the Vendor {Contractor}.

#### 5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

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

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

The written Quote {Proposal} must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. {Contract}. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the

Vendor's {Contractor's} original Quote {Proposal} submitted in response to this Bid Solicitation {RFP}. Whenever possible, the price schedule should 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 Vendor {Contractor} in its original Quote {Proposal}. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {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 STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

### 5.17.1 INDEMNIFICATION

#### I. INDEMNIFICATION

Section 4.1 of the SSTC is deleted and replaced with the following:

The Vendor's {Contractor's} liability to the State and its employees in third party suits shall be as follows:

- a. The Vendor {Contractor} shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
  - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Blanket P.O. {Contract} or the order; and
  - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Blanket P.O. {Contract}; and
  - iii. The Vendor's {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.
- b. In the event of a claim or suit involving third-party Intellectual Property Rights, the Vendor {Contractor}, at its option, may: (1) procure for the State 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. The State will (1) promptly notify Vendor {Contractor} in writing of the claim or suit; (2) Vendor {Contractor} shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer

with the Vendor {Contractor} at its expense. Furthermore, neither Vendor {Contractor} nor any attorney engaged by Vendor {Contractor} shall defend the claim in the name of the State or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The may, at its election and expense, assume its own defense and settlement;

- c. Notwithstanding the foregoing, Vendor {Contractor} has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this Blanket P.O. {Contract} with any product, device, or Software not supplied by Vendor {Contractor}; (2) the State's unauthorized alteration or modification of any product supplied under this Blanket P.O. {Contract}; (3) the Vendor's {Contractor's} compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Vendor {Contractor} with such designs, specifications, requests, or instructions, Vendor {Contractor} reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Vendor {Contractor} to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by Vendor {Contractor};
- d. Vendor {Contractor} will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Vendor's {Contractor's} exclusive remedy for these claims;
- e. This section states the entire obligation of Vendor {Contractor} and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Vendor {Contractor} disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- f. The State will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Vendor {Contractor}.
- g. The Vendor {Contractor}'s liability to the State for actual, direct damages resulting from the Vendor {Contractor}'s performance or non-performance of, or in any manner related to, this Blanket P.O. {Contract} for any and all claims, shall be limited in the aggregate to [200]% of the fees paid to Vendor {Contractor} for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
  - i. The Vendor {Contractor}'s indemnification obligations as described in the SSTC Section 4.1; and
  - ii. The Vendor {Contractor}'s breach of its obligations of confidentiality described in Bid Solicitation {RFP} Section 5.9.1; and
- h. The Vendor {Contractor} shall not be liable for consequential or incidental damages.

#### **5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- a. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. {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 Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket P.O. {Contract}, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### 5.17.3 PERFORMANCE GUARANTEE OF VENDOR {CONTRACTOR}

Section 5.11 of the SSTC is supplemented with the following:

#### 5.11 VENDOR {CONTRACTOR} PERFORMANCE WARRANTIES

##### 1. COTS and Customized Software

- a. Vendor {Contractor} warrants that the COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Bid Solicitation {RFP} and/or Vendor {Contractor} technical documentation for 90 days after Acceptance. The State shall notify Vendor {Contractor} of any COTS or Customized Software product deficiency within 90 days after Acceptance. For a Blanket P.O. {Contract} requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of the Blanket P.O. {Contract};
  - b. Except for the portion of Vendor's {Contractor's} COTS or Customized Software product that intentionally contains one (1) or more of the following for the purpose of anti-virus protection, Vendor {Contractor} warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to this Blanket P.O. {Contract}, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under this Blanket P.O. {Contract};
  - c. In the event of any breach of this warranty, the Vendor {Contractor} shall correct the product errors that caused the breach of warranty, or if Vendor {Contractor} cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to Vendor {Contractor} for the license and any unused, prepaid technical support fees paid. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligation in the event of a breach of confidentiality;
  - d. Vendor {Contractor} does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

##### 2. Custom Software

- a. Vendor {Contractor} warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for 180 days after Acceptance. The State shall notify Vendor {Contractor} of any Custom Software deficiency within 180 days after Acceptance of the Custom Software Deliverable. Where the Vendor {Contractor} is providing multiple Custom Software Deliverables over the term of the Blanket



P.O. {Contract}, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Blanket P.O. {Contract}. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Blanket P.O. {Contract}; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period;

- b. For a Blanket P.O. {Contract} requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of the Blanket P.O. {Contract}.
  - c. Vendor {Contractor} warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to this Blanket P.O. {Contract}, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under this Blanket P.O. {Contract}. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligation in the event of a breach of confidentiality;
  - d. In the event of any breach of this warranty, Vendor {Contractor} shall correct the Custom Software errors that caused the breach of warranty, or if Vendor {Contractor} cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to Vendor {Contractor} for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to Vendor {Contractor} for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect.. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligations in the event of a breach of confidentiality;
  - e. Vendor {Contractor} does not warrant that Custom Software is error-free or that it will operate uninterrupted;
3. IT Services
- a. Vendor {Contractor} warrants that all Services will be provided in a professional manner consistent with Industry Standards. The State shall notify Vendor {Contractor} of any Services warranty deficiencies within 90 days from performance of the deficient Services;
  - b. In the event of any breach of this warranty, the Vendor {Contractor} shall re-perform the deficient Services, or if Vendor {Contractor} cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Vendor {Contractor} for the deficient Services.
4. Hardware
- a. Vendor {Contractor} warrants that 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. Vendor {Contractor} warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable;
  - c. Vendor {Contractor} warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this Section 5.11(g) shall occur no later than 60 days after delivery, as evidenced by a signed delivery receipt. The Vendor {Contractor} shall render prompt service without charge, regardless of geographic location;
  - d. Vendor {Contractor} warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
  - e. Vendor {Contractor} warrants that 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. Vendor {Contractor} warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. Vendor {Contractor} warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance;
  - g. In the event of any breach of this warranty, Vendor {Contractor} shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with Vendor's {Contractor's} product specifications;
  - h. To the extent Vendor {Contractor} has the legal right to do so, Vendor {Contractor} agrees to assign or pass through to the State or otherwise make available for the benefit of the State, any manufacturer or supplier warranty applicable to any third-party software, hardware or equipment provided by Vendor {Contractor}. Vendor {Contractor} does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment." This provision is commercially standard and commercially reasonable, as Vendors {Contractors} cannot provide a warranty beyond the warranty the third party provides; and
5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND VENDOR {CONTRACTOR} EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 compliance for any web based systems. The standards can be located at the following links:

- a. [http://nj.gov/it/ps/07-12-NJOIT\\_web\\_accessibility\\_policy.pdf](http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf); and
- b. [http://www.state.nj.us/it/ps/Web\\_Site\\_Standards\\_Guidelines.pdf](http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf).

#### 5.19 BLANKET P.O. {CONTRACT} ACTIVITY REPORT

The Vendor {Contractor} must provide, on a calendar quarterly basis, a record of all purchases made under this Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O. {Contract}, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft excel such that an analysis can be made to determine the following:

- c. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O. {Contract};
- d. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. {Contract} discount applied; and
- e. Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket P.O. {Contract} requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to [NJSupplierReports@treas.nj.gov](mailto:NJSupplierReports@treas.nj.gov).

Reports are due:

- Quarter 1: January 1<sup>st</sup> through March 31<sup>st</sup> – due by April 30<sup>th</sup>
- Quarter 2: April 1<sup>st</sup> through June 30<sup>th</sup> – due by July 30<sup>th</sup>
- Quarter 3: July 1<sup>st</sup> through September 30<sup>th</sup> – due by October 30<sup>th</sup>
- Quarter 4: October 1<sup>st</sup> through December 31<sup>st</sup> – due by January 30<sup>th</sup>

#### 5.20 FORM OF COMPENSATION –INVOICING/PAYMENT SCHEDULE

The Vendor {Contractor} shall submit its invoices monthly to the State in the format determined and approved by the SCM, or his/her designee, in his/her sole discretion. The Vendor {Contractor} shall provide monthly invoices no later than 30 days from month end. The State will fully review each invoice to ensure successful completion of the work represented therein. The State will pay in accordance with the Prompt Payment Act, N.J.S.A. 52:32-32 et seq., less retainage and liquidated damages, if any, or will provide notification of discrepancies/errors to the Contractor. State will only make payments for successfully completed work represented on the invoice. If an invoice charges for services not adequately performed and/or is contrary to any provisions of this Bid Solicitation {RFP}; State has sole discretion to withhold all or part of the invoice amount until the disputed service issue is resolved.

An invoice containing an error(s) shall be remanded to the Vendor {Contractor} for correction.

Liquidated damages balance shall be deducted from invoices remitted for payment.

The Vendor {Contractor} will submit to the SCM or his/her designee, an original invoice, and any other documentation, as may be required by the State to process payment.

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

- An itemized position/title assigned to perform the work
- Copies of weekly timesheets for employees assigned to do the work referenced in the invoice including their assigned labor category;
- Corresponding FTE blended annual labor rates for each position, quantity of each blended annual rate for each position, and extended dollar amounts for each position;
- Summary of all positions, all labor categories, # of staff to fill each position, # of hours provided by each position with an extended staff cost, and a total labor rate that compares to the FTE blended annual labor rate in the Quote {Proposal}.

In the event an invoice for partial payment is requested prior to the completion of a task order or change order, the SCM, or his/her designee, may require the Vendor {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 SCM 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 Vendor's {Bidder's} Quote {Proposal}. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

If the State withholds any invoiced amount which it disputes in good faith, the State will pay all undisputed amounts on the invoice within the agreed payment period and promptly notify Vendor {Contractor} of the specific amount in dispute and the reasons why it disputes the amounts. The State and the Vendor {Contractor} will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in Section 8.3.2. The State will pay any amounts promptly after the dispute has been resolved.

The Vendor {Contractor} shall supply invoice detail in a manner that is consistent with all Federal, State, and Local laws including with HUD Regulations 2 CFR Part 200.430.

#### 5.20.1 ELECTRONIC PAYMENTS

With the award of this Blanket P.O. {Contract}, the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (Automatic Clearing House Credits)" Form with an **original voided check or bank letter**. The form must 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 should 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 Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.nj.gov](mailto:AAIUNIT@treas.nj.gov) to request access to this application.

#### 5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. 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 Blanket P.O. {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.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O. {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

## 6.0 QUOTE {PROPOSAL} EVALUATION

### 6.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote {Proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### 6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all Quotes {Proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### 6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

### 6.4 CLARIFICATION OF QUOTE {PROPOSAL} / STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes {Proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the Quotes {Proposals} are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote {Proposal}. 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 Quote {Proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O. {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote {Proposal} price was determined.

### 6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE

Quotes {Proposals} 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 QUOTE {PROPOSAL}

After the Quotes {Proposals} are reviewed, one (1), some or all of the Vendors {Bidders} may be required to give an oral presentation to the State concerning its Quote {Proposal}.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Vendor {Bidder} to give an oral presentation or require the Vendor {Bidder} to submit written responses to questions regarding its Quote {Proposal}. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote {Proposal}. 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 Quotes {Proposals} received in response to this Bid Solicitation {RFP}. 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 criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

- k. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O. {Contract}, including the candidates recommended for each of the positions/roles required.
- l. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing {Contracts} of a similar size and scope in relation to the work required by this Bid Solicitation {RFP}.
- m. Approach of firm to complete the Scope of Work based on its Technical Quote {Proposal}: The Vendor's {Bidder's} demonstration in the Quote {Proposal} that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O. {Contract}.

### 6.7.2 VENDOR'S {BIDDER'S} PRICE SCHEDULE

For evaluation purposes, Vendors {Bidders} will be ranked from lowest to highest according to the total Quote {Proposal} price for years one (1) through three (3) only located on the Price Sheet/Schedule accompanying this Bid Solicitation {RFP}. [Additional price lines will be reviewed for cost reasonableness.](#)

### 6.7.3 QUOTE (PROPOSAL) DISCREPANCIES

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

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.



#### 6.7.4 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it issues a recommendation to the Director for awarding the responsible Vendor(s) {Bidder(s)} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP}, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

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

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Division may establish a competitive range and enter into negotiations with one Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. 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 Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Division to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

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

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {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 Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Division will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation {RFP}, 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 Vendor(s) {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 Vendor {Bidder} is advised to submit its best technical and price Quote {Proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.**

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Division contemplates negotiation, Quote {Proposal} prices will not be publicly read at the Quote {Proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote {Proposal} opening.

#### 6.9 "REQUEST FOR REVISION" WITHIN [NJSTART](#)

The State may request a revision of the Vendor's {Bidder's} Quote {Proposal} within [NJSTART](#). The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote {Proposal} other than as requested by the State shall be considered null and void.

#### 6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

## 7.0 Blanket P.O. {Contract} AWARD

### 7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD

#### 7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 et seq.

- a. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a 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.
- b. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions 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 qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended Vendor {Contractor} 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. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. {Contract} under this Bid Solicitation {RFP}, as well as future Blanket P.O. {Contract} opportunities; and
- c. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {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/eo134/Chapter51.pdf>, shall be provided to the intended awardee with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, [NJSTART](#) provides a link to take corrective action.

### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all s {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 Vendor {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 SSTC.

Pursuant to the statutory requirements, the intended awardee of a Blanket P.O. {Contract} primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O. {Contract}, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation {RFP}. **FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A Blanket P.O. {Contract} TO THE VENDOR {BIDDER}.**

If any of the services cannot be performed within the United States, the Vendor {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 Vendor {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.

The Source Disclosure Form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

#### 7.1.2.1 BREACH OF BLANKET P.O. {CONTRACT}

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF The Blanket P.O. {Contract} SHALL BE DEEMED A BREACH OF Blanket P.O. {Contract}. If, during the term of the Blanket P.O. {Contract}, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. {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 Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. {Contract}. Such Blanket P.O. {Contract} shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

### 7.1.3 AFFIRMATIVE ACTION

The intended awardee must 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 must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, [NJSTART](#) provides a link to take corrective action.

#### 7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action. Vendors {Bidders} may refer to the QRG “Vendor Categories and Certifications” for instructions on completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

#### 7.2 FINAL BLANKET P.O. {CONTRACT} AWARD

Blanket P.O. Blanket P.O. {Contract} award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) {Proposal(s)}, conforming to this Bid Solicitation {RFP}, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes {Proposals} 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 Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

#### 7.4 PERFORMANCE SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

## 8.0 Blanket P.O. {Contract} ADMINISTRATION

### 8.3 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

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

#### 8.3.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. {Contract} where only one State office uses the Blanket P.O. {Contract}, the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The SCM is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O. {Contract}, direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the State Contract Manager.

#### 8.3.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.

## 9.0 State of New Jersey Standard Terms and Conditions

(Rev: 11/30/17)

**STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-** Unless the bidder/offeror 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/offeror would like to present terms and conditions that are in conflict with either these terms and conditions and/or those set forth in the RFP, the bidder/offeror 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/offeror'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.

### **1.1 CONTRACT TERMS CROSSWALK**

<b>NJSTART Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

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 and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The Contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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 sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of

**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. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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.

**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;
- 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 Lieutenant 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).

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;

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 New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;

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/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-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;

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/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

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/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

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 N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

**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.

**2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS** – The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

### **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 pursuant to N.J.S.A. 34:11-56.51. 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. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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. 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-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the 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.

#### 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. All policies must be endorsed to provide 60 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 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, P.O. 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.nj.gov](mailto:ccau.certificate@treas.nj.gov)

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 \$1,000,000 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. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
  - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and

### 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

- a. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
- b. 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 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; and
- 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; and
- 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 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; and
  - 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; and

- 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.

#### 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; and
- 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; and
- 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.

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; and
  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; and
- 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 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](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and

- 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.

## **7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

### **7.1 PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R. 247.10;

2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
  - a. Postconsumer materials such as --
    - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
    - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
  - b. Manufacturing, forest residues, and other wastes such as --
    - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
    - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
    - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
    - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
    - v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

## 7.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### 7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### 7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



## 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](http://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. 17:27-1 et seq.**

## EXHIBIT B

### 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

#### CONSTRUCTION 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, up grading, 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 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or

schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) 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 Division 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 (N.J.A.C. 17:27-1 *et seq.*).

## EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

**BID SOLICITATION #18DPP00226**  
**Sandy Integrated Recovery Operations and Management System (SIROMS)**  
**Maintenance and Hosting**  
**Attachment 02**

Weekly Status Report Layout



STATE OF NEW JERSEY – DCA SANDY RECOVERY DIVISION

**NJ SIROMS WEEKLY STATUS REPORT**

**A. GENERAL INFORMATION**

Report Prepared By:	CONTRACTOR	Reporting Period:	XX/XX/XXXX – XX/XX/XXXX
Report Prepared For:	DCA, SIROMS PROJECT MANAGER		

**B. TABLE OF CONTENTS FOR WEEKLY STATUS REPORT**

- C. Key Milestone Dates in the Coming Weeks
  - D. Milestones/Associated Risks
  - E. Planned Activities for Next Period
  - F. Release Schedule
  - G. Significant Accomplishments
  - H. Look Ahead Scheduled Out of Office & Working Remote
  - I. Ongoing Project Risks
- Please refer to the Change Request Status Report

**C. KEY MILESTONE DATES IN THE COMING WEEKS**

#	Milestone	Tasks	Target Date	Status
1.	Upcoming Releases	SIROMS-July-2016-Release	07/29/2016	On Schedule
		SIROMS-August-2016-Release	08/25/2016	
		SIROMS-September-2016-Release	09/29/2016	

NJ SIROMS

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Weekly Project Status Report for Week Ending xx/xx/xxxx

**D. Milestones/Associated Risks**

Milestones should directly reflect the project schedule. **GREEN:** (Low Risk) Issues in this area are proceeding as planned & should continue to be managed and controlled.

**YELLOW:** (Medium Risk) indicates a shift from planned actions; issues should be monitored & rectified as appropriate. **RED:** (High Risk) Immediate attention required; without rectifying the issues in this area, non-action could jeopardize success of the project. Shaded means closed.

#	Design or Summary Task	Milestone	GYR	Mitigation Plan	Comments (reason, impact on schedule/scope, new dates)
1.	SUMMARY	HIGH	R	HIGH PRIORITY / RISK ISSUE	
2.	SUMMARY	MEDIUM	Y	MEDIUM PRIORITY / RISK ISSUE	
3	SUMMARY	LOW	G	LOW PRIORITY / RISK ISSUE	

**E. PLANNED ACTIVITIES/MEETINGS OCCURRING NEXT WEEK**

These activities should be linked to the project tasks list and/or schedule. Items with TBD date indicate that the due dates have already passed and the new dates have not been identified yet.

#	Activity	Lead	By Date	Comments	Dependent Issue/Action
1.	Meetings Scheduled: <ul style="list-style-type: none"><li>Finance PMO</li></ul>	DCA	xx/xx/xxxx		
2.	Meetings Scheduled: <ul style="list-style-type: none"><li>Recurring Release Schedule Meeting</li></ul>	DCA	xx/xx/xxxx		
3.	Meetings Scheduled: <ul style="list-style-type: none"><li>Reporting Bi-Weekly Meeting</li></ul>	DCA	xx/xx/xxxx		
4.	Meetings Scheduled: <ul style="list-style-type: none"><li>Controller/Systems PMO Meeting</li><li>BA Round Table Discussion</li><li>Status Report Updates</li></ul>	DCA	xx/xx/xxxx		
5.	Meetings Scheduled: <ul style="list-style-type: none"><li>Recurring Release Schedule Meeting</li></ul>	DCA	xx/xx/xxxx		

NJ SIROMS

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Weekly Project Status Report for Week Ending xx/xx/xxxx



## F. RELEASE SCHEDULES: JUNE AND JULY 2016

July 28 <sup>th</sup> Release:		
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #

August 25 <sup>th</sup> Release:		
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #
Module	Description of Release	Change #

## G. SIGNIFICANT ACCOMPLISHMENTS FOR CURRENT PERIOD/PROJECT SUMMARY

A summary of significant accomplishments and project deliverables during the reporting period, key issues for discussion or follow-up and summary of milestone status.

#	Accomplishments	Date	Comments
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## H. LOOK AHEAD SCHEDULED OUT OF OFFICE & WORKING REMOTE

Person	July	August	September
Person A	Remote: xx/xxx/xxxx	OOO: xx/xx – xx/xx	OOO: xx/xx/xx
Person B			OOO: xx/xx/xx
Person C	Remote: xx/xxx/xxxx	OOO: xx/xx/xx	

## I. Ongoing Project Risks

Risks should reflect potential risks to the project objectives and schedule. **GREEN:** (Low Risk) Issues in this area are proceeding as planned & should continue to be managed and controlled. **YELLOW:** (Medium Risk) indicates a shift from planned actions; issues should be monitored & rectified as appropriate. **RED:** (High Risk) Immediate attention required; without rectifying the issues in this area, non-action could jeopardize success of the project. Shaded means closed.

#	Design or Summary Task	Milestone	GYR	Mitigation Plan	Comments (reason, impact on schedule/scope, new dates)
1.	SUMMARY	HIGH	R	HIGH PRIORITY / RISK ISSUE	
2.	SUMMARY	MEDIUM	Y	MEDIUM PRIORITY / RISK ISSUE	
3	SUMMARY	LOW	G	LOW PRIORITY / RISK ISSUE	

**BID SOLICITATION #18DPP00226**  
**Sandy Integrated Recovery Operations and Management System (SIROMS)**  
**Maintenance and Hosting**  
**Attachment 03**

User and Server Projections

	June- 2017	June- 2018	June- 2019	June- 2020	June- 2021	June- 2022
Contractor Staffing Factors**						
Active User Count*	530	415	250	175	100	60

Cloud Hosting Factors***						
Virtual Machine(VM) Instances****	61	48	38	31	22	15
Storage Capacity (TB)*****	22	23	23	24	25	25
Processor Cores	174	140	112	90	76	60
Average Core/VM	3	3	3	3	4	4
Bandwidth Usage (Mbit/s)	15	15	10	10	5	5

\*Active Users are SIROMS users who have logged in within the last 3 months as identified in monthly report

\*\*This Virtual Machine Instance counts includes all production, development, reporting, and DR environments

\*\*\*This only includes production servers

**BID SOLICITATION #18DPP00226**  
**Sandy Integrated Recovery Operations and Management System (SIROMS)**  
**Maintenance and Hosting**  
**Attachment 04**

<b><u>Maintenance Category</u></b>	<b><u>Description</u></b>	<b><u>Projected Level</u></b>
Software Updates	Respond to bug fixes, updates to existing, or new system enhancements to the existing SIROMS SharePoint, .Net, Web, and BPM environments. Examples would include changes to but are not limited to: Data fields, calculated fields, workflows, data entry screens, document storage, funds processing, administrative screens, new activities, new rounds, new programs, software version, and user security	50 updates per Month
Production Support	Examples would include changes to but are not limited to: Helpdesk calls providing Tier 1 support, escalate and respond to Tier2/Tier3 support for defects, training, documentation, requests, and usability of systems or reports	600 support tickets per Month
ACH Processing	Respond to bug fixes, updates to existing, or new enhancements to ACH processing with financial institutions. Examples would include changes to but are not limited to: secure transmissions, user security, file layouts, data capture points, financial institution, and reporting	20 transactions per Month
Systems Integration	Respond to bug fixes, updates to existing, or new enhancements to systems integration with external and internal systems. Examples would include changes to but are not limited to: secure transmissions, user security, file layouts, interfacing system, interfacing organization, and integration frequency	20 transactions per Month
Database Support	Respond to bug fixes, updates to existing, or new enhancements to databases within the SIROMS environment. Examples would include changes to but are not limited to: software patches, DB versions, indexing, backups, replication, tables, fields, reporting, reporting database, user security, performance, compression, and storage	As Required

**BID SOLICITATION #18DPP00226**  
**Sandy Integrated Recovery Operations and Management System (SIROMS)**  
**Maintenance and Hosting**  
**Attachment 04**

Reporting	Respond to bug fixes, updates to existing, new reports, or enhancements to reports generated from within the SIROMS environment. Examples would include changes to but are not limited to: Reporting versions, data fields, calculated fields, user security, performance, automation, delivery list, storing copies, scheduled delivery, ad-hock requests, Business Object versions, Adobe versions, Excel versions, and new report requirements	15 New/Updated reports per Month 35 ad-hock requests per Month
Hosting	Provide a hosting solution which provides updated the security, data warehouse, uptime, redundancies, and performance identified within this RFP. Examples of anticipated hosting changes within Maintenance include but are not limited to the following changes: Migration of SIROMS environment, building new Virtual Machine (VM) instances, consolidating VM instances, DR environments, Production environments, Testing environments, Development environments, hardware upgrades, software upgrades, and patches.	75 system updates per Month
Business Support	Respond to client needs required to support ongoing business activities as they pertain to the ongoing use of the SIROMS system and integration points. Changes to the current business support include but are not limited to: New software releases, new reports, user training, user testing, business process support, grant management support, financial management support, and general customer service.	As Required