Request for Proposal   09-X-20350

For: Provide a “Self Funded” E-Government Applications and Services

<table>
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<tr>
<th>Event</th>
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<td>Bidder’s Electronic Question Due Date</td>
<td>5/27/08</td>
<td>5:00 PM</td>
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<tr>
<td>Mandatory Pre-bid Conference</td>
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<td>Mandatory Site Visit</td>
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<tr>
<td>Bid Submission Due Date</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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<td>(Refer to RFP Section 4.4.2.2 for more information.)</td>
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<td>☐ Entire Contract</td>
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<td>☑ Subcontracting Only</td>
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RFP Issued By

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

Date: April 29, 2008
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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury. The purpose of this RFP is to solicit bid proposals for an application service provider (ASP) to provide e-Government applications and services based on a “self-funded” model for New Jersey State government entities, (agencies, commissions, boards, etc.).

The contractor shall design and develop web-based applications that will further the State’s efforts to provide convenient, “one-stop” shopping experience for businesses, individuals, employees and other parties who interact with the State. Existing web applications shall be enhanced or rewritten and new applications shall be written for the Department of the Treasury. Other State agencies will also be encouraged to use this contract to deliver services to their customers.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The State of New Jersey has a need to continue its efforts to bring everyday transactions between the State and its citizens, businesses, employees, and local governments, hereinafter referred to as “Customers,” to the Internet. Benefits to the State include reduced operating expenses and more effective, efficient communication channels. Customers will benefit from the convenience of twenty-four (24) hours per day, seven (7) days per week online, anytime, anywhere transactions with the State.

The State of New Jersey, Department of the Treasury (Treasury) currently has over twenty (20) online or e-Government applications in more than eight (8) different Divisions. Treasury will serve as the initial focus for application development under the contract resulting from this RFP, but the State intends to expand coverage to include a wide range of agencies as work on the contract progresses.

The contract will be based on a “self-funded” model that provides for the design, development, and optional operation, hosting, maintenance, and support of e-Government services. Contract work will include enhanced delivery of existing services and the development of new e-Government services to be delivered through the State’s existing infrastructure. All services requiring secure authentication/authorization services will be integrated with the State’s Enterprise Identity and Access Management infrastructure.
The contractor shall serve as an application server provider (ASP) to provide e-Government applications and services to the State of New Jersey customers. Application services may include transaction processing between the State and its customers over the Internet, Interactive Voice Response (IVR) processing, credit card processing, e-Checks, electronic funds transfers (EFT), integration with existing agency systems, application hosting and administration, user support, and management reporting.

Key objectives are:

1. To enhance or rewrite existing e-Government applications, in an order defined by the State, to improve application functionality or ease of use, without exceeding the existing fees associated with the applications. An inventory of potential applications to be enhanced under this contract is provided in Attachment 2 of this RFP.

2. To quickly implement new e-Government applications to support the processing of filings, vendor registrations, renewals, and database searches. An inventory of potential applications to be created under this contract is provided in Attachment 2 of this RFP.

3. To integrate all services with the State’s existing e-Government infrastructure including the myNJ portal in compliance with statewide technology standards supported by the Office of Information Technology (OIT) and contained in the Shared IT Architecture document located at http://www.nj.gov/it/ps/it_architecture.pdf.

4. To develop and deliver a continually expanding set of government services.

5. To facilitate adoption of the Internet as the primary method for obtaining government services.

The State has created the myNJ business portal to deliver content and services to the business community. A common reference data model and user management framework are also being implemented to share information between the agencies, coordinate and streamline business transactions, and deliver trusted services to the business community. All new services relevant to the business community must leverage this investment.

Government-to-employee services are also delivered through the myNJ portal. Agency service providers include Treasury’s Division of Pensions and Benefits, Office of Management and Budget, and Payroll. All new applications to State employees must be delivered through this infrastructure.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to http://ebid.nj.gov/QA.aspx

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

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.
The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

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

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address: [http://www.state.nj.us/treasury/purchase/directions.htm](http://www.state.nj.us/treasury/purchase/directions.htm).

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to [http://ebid.nj.gov/QA.aspx](http://ebid.nj.gov/QA.aspx).

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

[http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.
1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder’s failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer’s price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.
1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, “Bid Errors,” a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder’s exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division’s Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division’s vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.
2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

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

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

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

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

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

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

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

**Should** – Denotes that which is recommended, not mandatory.
State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

Using Agencies – The entities for which the Division has issued this RFP and will enter into a contract.
3.0 SCOPE OF WORK

The contract resulting from this RFP requires the enhancement and creation of applications for the Department of the Treasury and other State agencies. The types of applications will include: information requests where a customer can search public information or request copies of documents which must be capable of being delivered to multiple devices; and interactive applications for required filings from citizens, businesses, employees, and local governments regulated by a State agency. Electronic payment and electronic and/or digital signatures may be required to complete each application.

At the sole option of the State, the contractor shall provide the required services through either a State hosted system on State-provided servers located at a State facility with State-provided network access, or through a contractor-hosted system on contractor-provided servers at a contractor facility with contractor-provided network access.

All services must be delivered based on the self-funded application model described below. All costs for services must be derived from the following cost models:

- **Direct charge to the agency:** Some transactions must be provided at no cost to the customer. Therefore, the Using Agency must be billed directly by the contractor. This is referred to as a ‘transaction cost service’.
- **Direct charge to the customer:** Some transactions must be charged directly to the using customer. This is referred to as a ‘convenience fee service’.
- **Premium charge to the customer:** Some transactions may be offered to the State’s customers in the form of subscriptions or other services. This is referred to as a ‘premium cost service’.

Contractor services required through this RFP include:

- Project management of all services being delivered under this contract
- Work order preparation for each application being considered for enhancement or creation under this contract
- Enhancement of existing e-Government applications
- Design and development of new applications
- Online user help and online instruction for completing data fields and processes
- Program documentation for Help Desk and program support staff
- All phases of testing to ensure programs are error free, meet business requirements, and satisfy performance and security requirements
- Delivery of services through the State’s existing myNJ portal/Identity and Access Management infrastructure which currently delivers services to businesses, employees, citizens and local government officials
- Information architecture that will facilitate information sharing and analysis at an enterprise level
- Marketing services to promote the use of the State's e-Government services
- Optional hosting of applications in an environment that is reliable and secure
- Optional support services including application maintenance and help desk support
- Optional mentoring of State staff for applications that will be supported and maintained by the Using Agency after delivery by the contractor.


3.1 PROJECT MANAGEMENT AND ADMINISTRATION

OIT will guide the development of the e-Government applications in cooperation with participating State agencies, and Treasury will approve funding mechanisms for all applications. Decisions regarding application priorities, security, customer service levels, and optional services will be governed by the State.

OIT will designate a State Contract Manager for this contract. The State Contract Manager will serve as a liaison between the contractor and agency representatives (Using Agency Liaisons) assigned to work on application development projects and on-going e-Government service initiatives. All pertinent aspects of this e-Government project such as planning and design services, development and integration of applications into the State’s e-Government infrastructure, adherence to standards, establishment of fees, and priority of projects must be coordinated through and approved by the State Contract Manager.

Using Agencies are responsible for identifying the business and technical application requirements, including required interfaces between the e-Government applications and legacy production systems, and will estimate service volumes. Using agencies will perform acceptance testing. Agencies will obtain OIT approval for all applications to be delivered through this contract.

The contractor must designate a full-time contract manager who will be responsible for all contractor activities. The contract manager must meet regularly with the State Contract Manager to review project activity and status, status of planned e-Government services, customer service activity, customer satisfaction survey results, and any issues that need addressing by the State. The contract manager must be a full-time resource located in a Trenton, NJ, office dedicated to this contract.

The contractor must work with an agency to develop the requirements for each application and provide the agency with a proposal for e-Government service delivery. Where appropriate, the contractor shall recommend existing e-Government applications that will assist State agencies in providing effective and enhanced services via the Internet.

The contractor must also work with the State to develop a process for resolving production-related application issues, including how service deficiencies will be reported to the State and by the State, as well as the responsibilities and timeframes for correction of the deficiencies.

The contractor must provide project management for all services to be delivered under this contract. The State has adopted The Project Management Institute’s Body of Knowledge (PMBOK) (www.pmi.org) as its project management methodology. The State has also standardized on Microsoft Project as its tracking and project management tool.

The contractor, based on its prior e-Government experience in other states, must advise the State of any legislation that may impact the State's e-Government objectives or applications as well as any legislation that may be needed to achieve the State's e-Government objectives throughout the life of the contract.

3.2 SELF-SUPPORTING BUSINESS MODEL FOR ON-LINE AND PREMIUM SERVICES

All e-Government projects shall be financially self-supporting. The contractor must fund all up-front and ongoing investment and operational costs. The contractor will be paid for services based on the model agreed to for each application or service.

The State requires the following three models of services:
1. Contractor to provide e-Government application and merchant services (see Section 3.9).
2. Contractor to provide e-Government application services which consist of transaction costs or convenience fees services.
3. Contractor to provide e-Government "premium services".

Transaction cost services shall be provided without cost to the customer. The Using Agency will assume all costs associated with the transaction. The contractor shall directly bill the Using Agency for each transaction.

Convenience fee services shall be provided without cost to the Using Agency. The customer will assume all associated costs. The contractor shall directly bill the customer for each service.

Premium services shall also be provided without cost to the Using Agency with the customer assuming all associated costs. Generally, premium services will involve online, real-time access to customized information or services on a recurring basis. Premium services shall be offered for a transaction and/or subscription fee to be determined individually. Premium services must be provided on demand as an agency defines a specific service requirement. The contractor must provide premium services at no cost to the State. Premium subscription service fees shall be assessed on estimated usage (number of transactions anticipated) per month, quarter or year, and be billed directly to the customer in advance.

The contractor, in conjunction with the agency, must work to craft the best possible funding mechanism for each e-Government application. The State will consider creative funding alternatives for the three (3) service models, but the contractor must be capable of providing the three (3) required service models.

The State will not guarantee current or future transaction volumes. The State cannot estimate the volume of work that will be required as part of this contract. The State makes no guarantee of a minimum or maximum volume or dollar value for this contract.

3.3 WORK ORDER PREPARATION

For each potential application to be effected by this contract, the State Contract Manager, agency liaison and contractor will meet to define the application scope and requirements. Requirements shall be diagrammed and documented using standard tools and Word documents.

The work order must include:
- preliminary design and requirements definition
- impact/integration details for dependent application(s)
- list of all languages, tools and technologies that will be used
- application architecture diagram
- application reference data model
- roles and responsibilities of State staff
- roles and responsibilities of contractor staff
- timeframes and dependencies
- required system resources
- performance/response time expectations
- project management template indicating level of reporting for application effort
- price sheet for each optional service
- fee structure, payment methods and entity responsible for payment
- estimated transaction volumes
- total cost per transaction
The contractor shall work with the agency to improve and streamline processes as part of designing Internet and/or IVR-based applications.

The State will evaluate each work order application and its cost options and will set priorities for the approved work orders.

3.4 GENERAL DESIGN REQUIREMENTS

The State anticipates that customers will use e-Government services for streamlined information access and dissemination, as well as for real-time electronic filing, reporting and payment transaction processing, and that these e-Government capabilities will greatly improve the relationship between the State and its customers. All applications must be intuitive, easy to use, efficient, convenient, and secure. A consistent user interface is required. OIT will work with the contractor and using agency to develop and ensure conformity with user interface standards.

All applications must secure and protect customer information. Each application must be designed to communicate the level of security and privacy that is being used to achieve customer confidence in using online services. Contractors shall not sell, or make public, any customer personal data obtained as a result of using e-Government applications.

Designs must accommodate the rapidly changing world of information technology, including e-Government, electronic commerce, image/voice applications and data repository/warehouse systems. Designs must be flexible and allow for the addition of new capabilities and technological advances.

3.5 CONSUMER ACCESS AND ACCESSIBILITY

All State-hosted applications must be delivered through the State’s myNJ portal/Identity and Access Management infrastructure (www.nj.gov/njibusiness). All contractor-hosted applications must integrate with this environment.

The contractor must make the e-Government application accessible via popular browsers such as Microsoft’s Internet Explorer and Netscape Communicator. The applications must be accessible to customers via Microsoft Internet Explorer version 4.0 and higher and Netscape Communicator version 4.5 and higher.

3.6 UNIVERSAL OR ALTERNATIVE ACCESS

The e-Government application must be designed with the ability to accommodate alternative methods of accessing the Internet including personal hand-held devices, IVR, kiosks, cell phones, wireless access protocol (WAP) devices, and WebTV. Not all of these access devices will be able to accommodate the same level of display, communication and other programming capabilities that are accessible on the Internet through a standard Internet browser. However, the contractor must be prepared to provide basic access functionality through alternate methods such as those outlined above.

3.7 MULTI-LANGUAGE AND DISABLED ACCESS

E-Government applications are not required to be multi-lingual initially. However the State may require that certain services/features be offered in languages other than English.

The contractor must be able to support customers who need special features to accommodate certain disabilities. Specifically, the contractor must comply with Federal ADA guidelines and Section 508 of the Rehabilitation Act Amendments of 1998.
### 3.8 BUILD AND TEST APPLICATIONS

All applications built under this contract must meet the system requirements and be delivered under the fee structure agreed to during the design phase. Applications must be built in accordance with the State’s Shared IT Architecture document’s standards and best practices unless otherwise agreed to by the State (http://www.nj.gov/it/ps/it_architecture.pdf). The contractor must build efficient code and achieve performance measures specified in the application work order.

The contractor, when required, shall also be responsible for implementing required interfaces with “back-end” enterprise and legacy production systems.

Applications must be tested at the development level, unit tested in a shared environment, system tested with other dependent components, performance tested to ensure response time and resource utilization expectations are met, and deployed to production. All source code must be managed by source control software.

The contractor shall deliver sufficient documentation to the State that explains the code, component dependencies, deployment instructions, and configuration specifications, as well as instructions for backup of recovery of the data and application.

### 3.9 MERCHANT SERVICES

The State has developed enterprise e-payment web services which must be used for all State-hosted applications delivering this functionality. The contractor, when required, shall utilize and/or work with the State to enhance these web services for contractor-hosted applications or where application requirements demand more functionality.

For a payment transaction, online authorization must be obtained through these web services. When the authorization request from the payment processor is successful, the payment system must provide confirmation to the customer that the transaction has been processed. Until the customer initiates payment authorization, the customer must have the ability to cancel the process.

The contractor must provide for card acceptance, authorization, and the management of refunds, credits, and returns. The contractor must use file formats with appropriate security and user interfaces regarding electronic transactions through the Internet sites and IVR platforms used under this contract. State fees collected via contract applications must be remitted directly to the State Treasurer for deposit in the fund(s) designated by the Treasurer and communicated by the State Contract Manager. The State Contract Manager will also provide Treasury-approved transaction reporting instructions to the contractor. The contractor must follow all such instructions to verify transaction volumes, deposits and where applicable, contractor billings.

- Transaction fees may not be withheld prior to remittance to the State. State agencies will pay the transaction fees on a monthly basis following the receipt and successful reconciliation of contractor invoices that provide itemized details of all transactions and deposits completed during the month in accordance with Treasury-approved reporting instructions. The State Contract Manager will specify the procedures for delivery of monthly invoices to Using Agencies.

- Convenience fees must be collected as part of the authorized payment from the customer and may be withheld prior to remittance to the State. Customers must be informed of the amount of the convenience fee prior to initiating a transaction. In cases where both a State fee and contractor convenience fee are assessed, the State and convenience fee amounts must be
listed separately so that the customer has a clear understanding of how the payment is
apportioned. State fees must be remitted directly to the State Treasurer for deposit in the
fund(s) designated by the Treasurer and communicated by the State Contract Manager.

- Premium fees may be collected via an online Premium Subscriber Billing System for premium
service subscriptions. Subscribers must be able to access and review invoices on-line. The
State will define the accounting information, credit terms and processing cycle for this billing
process. Online payment of subscription fees must be processed similar to convenience fees.
(The State does not anticipate that initial application service development will involve Premium
Subscriber Billing Systems. Opportunities for the development of these systems are likely to
evolve after transaction and convenience fee based systems are implemented.)

The contractor shall be financially responsible for all overcharges and mischarges that occur as a
result of contract application errors and/or omissions. Any overcharges/mischarges must be
itemized on the contractor's monthly invoice and deducted from the balance due.

3.10 MARKETING AND PUBLICIZING E-GOVERNMENT TRANSACTIONS

The contractor must assist the State in major marketing activities associated with the
implementation of e-Government applications. Marketing activities may include publicizing the
State's e-Government program as a whole and efforts designed to bolster usage of e-Government
services. The contractor must assist the State in marketing the advantages and benefits of e-
Government services to Using Agencies and potential customers. All marketing initiatives
conducted by the contractor must be approved by the State before being released.

The contractor must notify customers of new or enhanced services via e-mails, web page banners
or other publication methods.

The contractor shall provide a full-time resource for marketing and business development within
the Trenton, NJ, office at no cost to the State.

3.11 CONSULTING SERVICES

With the State Contract Manager’s approval, the consultant shall assist State agencies in
designing their own e-Government services. The agency’s own e-Government services are
services that are solely based on the agency’s in-house staff and information technology facilities.
For this type of engagement, the contractor shall be paid via an all-inclusive hourly rate according
to the prices provided in Attachment 3, Section 3.3. The State will not use this contract for
general consulting services. This contract shall provide State agencies seeking to develop their
own e-Government services with focused, value-added industry expertise that supports the key
objectives of the State's e-Government strategy (Section 1.2).

3.12 SECURITY AND AUTHENTICATION SERVICES

For all services rendered under this contract, the contractor must ensure that all reasonable
measures are taken to protect State information and assets.

The contractor must, at a minimum:

- Promote and maintain among the contractor's employees and agents an awareness of
  the security needs related to the State's information.
- Safeguard the confidentiality of information and the integrity and availability of data while
  it is created, entered, processed, communicated, transported, disseminated, stored, or
disposed of.
• Ensure that appropriate security measures are put in place to protect the contractor's internal systems from intrusions and other attacks, whether internal or external -- e.g., message interception, tampering, redirection.
• Provide applications, if the State determines that this level of security is required, that will operate seamlessly within the State's information security and Identity and Access Management infrastructure. The State Contract Manager will provide the contractor with the specifications for meeting this requirement.

The State requires data confidentiality through the use of standardized and widely distributed tools such as secure socket layer (SSL). For secure transactions, the State requires data confidentiality, integrity and non-repudiation. Full audit trails must be maintained throughout the life cycle of each transaction. Access controls must be strictly enforced and audited.

Any and all remote administration of hardware, operating systems, or application software must use strong, dual-factor authentication techniques such as token-based or challenge-response methods.

The security requirements of this section shall continue to apply to all State information in the hands of the contractor after the expiration or cancellation of the contract.

3.13 PRIVACY AND OWNERSHIP OF INFORMATION

Protection of personal privacy must be an integral part of the contractor’s business activities. The contractor must ensure that there is no inappropriate use of State information at any time. The contractor must comply with the following conditions:

• All personal and application-related information obtained by the contractor shall become and remain property of the State.
• At no time shall any information belonging to or intended for the State be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not involve official State business.
• The contractor may not use any personal information collected in connection with the contract issued pursuant to this proposal for any purpose other than fulfilling the requirements of the contract.
• The contractor and it's employees and agents must sign and be bound by a Confidentiality Agreement (sample attached as Attachment 4) and possibly undergo background checks when requested.

The Using Agency that is the designated state custodian of specific application data/information must approve all access to that data. Custodian is defined as any branch or agency of the State that collects, stores, generates or maintains data/information. The contractor shall not own any State data/information at any time. The contractor must comply with privacy policies established by governmental agencies and State or federal privacy laws. Privacy policy statements as may be developed and amended from time to time by the State shall be appropriately displayed on agency Web pages. In particular, the contractor must provide sufficient security to protect the State’s data/information. The contractor must work with the State Contract Manager to identify the appropriate data/information custodians.

The terms of this section must continue to apply to all State information in the hands of the contractor after the expiration or cancellation of the contract.
3.14 SERVICES LEVELS

Depending on the criticality or anticipated volume of the services to be delivered by the contractor, the State will determine the level of service needed in the following categories. Each service level and its associated cost must be specified in the work order for each application.

3.14.1 CUSTOMER SERVICE

The first contact point for customer service for certain services shall be the contractor. For issues related to usage, navigation, applications, or customer problems regarding use of an e-Government application implemented under this contract, the contractor must provide support. Any issues regarding the back-end processing of State applications or State-maintained Web pages shall be forwarded to a State government help facility designated by the State Contract Manager.

The contractor must provide a high level of service to the customer in order to encourage repeat business.

3.14.2 TELEPHONE AND EMAIL SUPPORT

The contractor shall provide telephone and e-mail support seven (7) days per week, 24 hours per day. All questions or inquiries must be responded to within one (1) business day. The contractor must maintain a record of telephone calls and e-mail questions and their disposition which shall be forwarded to the State Contract Manager for review on a regularly scheduled basis (not less than monthly).

The contractor shall also include online chat capability for customer support.

Telephone and email support requirements include the following:

- Logging of customer telephone calls and e-mails and their dispositions to ensure inquiries are properly addressed in a timely fashion.
- Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.
- Reporting of telephone calls and e-mail logs to the State on an agreed upon schedule (not less than monthly) and manner. The report must include disposition of the call as well as recommendations for improving the application to reduce calls of a similar nature.

3.14.3 ON-LINE HELP INFORMATION

The contractor must provide on-line help and references, e.g., icons, directories and tutorials, for its services to customers. These services must include answers to frequently asked questions (FAQs), ‘how do I…’ wizards, button help, and links for full instructions on how to complete a process.

3.14.4 CUSTOMER SURVEYS

The Contractor must conduct periodic customer satisfaction surveys for determining the level of use, acceptance, and ease of use of agency e-Government applications. The contractor must, at agreed upon intervals, report to the State on how the issues identified in customer surveys are being addressed. Each agency e-Government application must include optional on-line customer satisfaction surveys as one of its features.
3.14.5 TRAINING

When necessary, the contractor, at no cost to the State, must provide on-site training for State personnel on the functionality, implementation, maintenance, monitoring, management and administration of every service developed and implemented under this contract.

3.15 OPTIONAL HOSTING SERVICES

3.15.1 APPLICATION HOSTING

If the State chooses, the contractor shall host the State’s e-Government application. All hosting costs must be included in the fee structure. The contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the e-Government applications. The contractor must ensure that the site is used primarily to meet the objectives set forth by the State in this procurement. The technical and professional activities required for establishing, managing, and maintaining the State’s e-Government applications are the responsibility of the contractor. The e-Government applications must be available 24 hours per day, 365 days per year, except for pre-approved outages for maintenance.

The contractor must provide for network, server, and transaction security on all contractor-hosted applications. All transactions shall be protected in transit through the use of either private leased-lines or VPNs.

For contractor-hosted applications, the host site environment must include redundant power, fire suppression, and twenty-four (24) hours per day, seven (7) days per week on-site security. The hosting environment must include redundant internet connectivity, redundant firewalls, VPN services through an industry recognized VPN solution such as Cisco VPN concentrator or Checkpoint VPN-1 remote access via methods such as secure shell (SSH) and desktop VPN clients, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced FTP, application, and Web servers, hardware SSL accelerator, three tier development environment, nightly backups, and 24x7 monitoring of all services and servers.

3.15.2 DISASTER RECOVERY

For contractor-hosted applications, the contractor must establish and maintain an alternative processing arrangement so that in the event the primary site or equipment is unavailable due to human error, equipment failure, or man made or natural disaster, the contractor is able to resume, within 24 hours, all application processing services provided under this contract.

3.15.3 AUDIT FUNCTIONS

For contractor-hosted applications, the contractor must define the parameters of a comprehensive security audit. The State will review and must approve the comprehensiveness of the proposed security audit. The contractor must ensure that the security audit is performed on a quarterly basis. The contractor must arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The contractor must submit for approval, the name and background of the third party auditor. The contractor must provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The contractor must provide a written description of the plan for independent security audits, including technical specifications for security audits, to the State Contract Manager before work begins on the contract.
4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit five (5) full, complete and exact copies and one (1) unbound, complete and exact copy of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

In addition, the bidder must submit two (2) full, complete, and exact ELECTRONIC copies of the original proposal in PDF file format to be viewable and “read only” by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and “writable” PDF file format on CD for redaction. It is requested that the data on this CD not be locked in anyway that prevents State access to complete redaction operations.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT
The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation
as Subcontractors set forth in
http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form
http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml must be
completed and submitted with the bid proposal.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER’S BUSINESS REGISTRATION
CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE
WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID
PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of
Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07
located on the Advertised Solicitation, Current Bid Opportunities webpage
http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders
must include in their bid proposal a completed and signed Notice of Intent to
Subcontract form located on the Advertised Solicitation, Current Bid Opportunities
webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.
Bidders intending to utilize subcontractors must also include a completed and signed
Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid
Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. Failure to
submit the required forms shall result in a determination that the bid is materially non-
responsive. Bidders seeking eligible small businesses should contact the New Jersey
Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE
SUBMITTED WITH THE BID PROPOSAL

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION
The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 MANAGEMENT OVERVIEW

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

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

The bidder must describe its specific plans to accomplish the Scope of Work activities to the level of detail necessary to convince the State that it will be successful in completing this contract. The bidder must address each task within the Scope of Work and specifically elaborate on the following:

4.4.4.2.1 PROJECT MANAGEMENT AND ADMINISTRATION

The bidder must describe and/or provide examples of work product related to reporting on project activity status, project and production issues, and service deficiencies. Examples of customer satisfaction surveys and processes for recommending improvements discovered therein may also be provided.

The bidder should explain its project management methodology and identify the tools and reports that will be used for project tracking, issue management, etc.

4.4.4.2.2 SELF-SUPPORTING BUSINESS MODEL FOR ON-LINE AND PREMIUM SERVICES

The bidder must explain its capability for developing applications under the self-supporting business model. The bidder should identify its experience completing contracts under these models. The bidder should discuss other funding alternatives to enable the State to achieve its goals.

The bidder should also identify services it will deliver under the premium services model.

4.4.4.2.3 WORK ORDER PREPARATION

The bidder must describe and/or provide examples of work product used to scope each application considered for development under this contract. Examples should demonstrate or describe how it gathers and illustrate business and technical application requirements, recommend process improvement, specify system resources and architecture, define roles and responsibilities, and identify interface requirements, information requirements and fee structures.

The bidder must explain and/or provide examples of work product used to detail pricing for service levels and optional hosting.

The bidder must identify the tools it will use in requirements gathering, diagramming, and modeling application and information needs.

4.4.4.2.4 GENERAL DESIGN REQUIREMENTS

The bidder must describe its design methodology, standards and templates used to achieve intuitive, flexible applications. The bidder should explain its practices for securing and protecting customer information and for promoting consumer confidence in its applications.
4.4.4.2.5 CONSUMER ACCESS AND ACCESSIBILITY

The bidder must identify the minimum browser standards its applications will accommodate.

4.4.4.2.6 UNIVERSAL OR ALTERNATIVE ACCESS

The bidder must identify its ability to deliver services to alternate devices, and the decision points employed to determine the best methods for delivery to those devices.

4.4.4.2.7 MULTI-LANGUAGE AND DISABLED ACCESS

The bidder must describe its ability and experience in providing multi-language applications and developing applications for persons with disabilities.

4.4.4.2.8 BUILD AND TEST APPLICATIONS

The bidder must explain its build and test methodologies and practices and discuss the technologies it anticipates using to fulfill this contract. The bidder should describe its practices to ensure its code is efficient and will meet performance expectations.

The bidder should describe and/or provide work samples of the documentation that will be delivered for applications developed under this contract.

4.4.4.2.9 MERCHANT SERVICES

The bidder must explain its ability and methodology for providing merchant services.

4.4.4.2.10 MARKETING AND PUBLICIZING E-GOVERNMENT TRANSACTIONS

The bidder must describe its marketing plans and activities to achieve user awareness and acceptance of Internet applications. The bidder must explain how these plans will accelerate the adoption and use of e-government services.

4.4.4.2.11 CONSULTING SERVICES

The bidder must describe its ability to provide consulting services and identify its all-inclusive hourly rate for providing these services.

4.4.4.2.12 SECURITY AND AUTHENTICATION SERVICES

The bidder must fully describe its approach to implementing secure services.

The bidder must describe its ability to deliver all State hosted applications through the myNJ portal/Identity and Access Management infrastructure.

For Contractor hosted applications, bidders must explain how its applications will seamlessly integrate with the myNJ portal/Identity and Access Management
infrastructure. The bidder must also explain the safeguards it has implemented to secure its computing facilities and network.

### 4.4.4.2.13 PRIVACY AND OWNERSHIP OF INFORMATION

The bidder must describe its plans to keep all State information private and confidential. The bidder must explain, at a minimum, how it will accomplish the following:

- **Assure confidentiality of data**
  - In transit – provide the ability to execute secure, authenticated, two-way transactions, and ensure that all other data is encrypted beyond the reasonable threat of a successful brute force attack.
  - In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised.
  - Ensure that access of all data is controlled and limited to the users and transactions required for its successful completion.

- **Assure integrity of data**
  - Maintain data integrity and customer confidentiality and privacy.
  - Handle legal issues with regard to misuse or fraud and options for resolution.
  - For payment transactions made through Internet sites, ensure that transaction and card information is secured through encryption, authentication, and other standard payment card operating procedures.

### 4.4.4.2.14 SERVICES LEVELS

The bidder must explain its capability to provide the various levels of support identified in Section 3.14.

The bidder must detail how it will capture feedback from the State’s customers, how it will evolve that feedback into recommendations for system improvements, and how it will ensure customer satisfaction and repeat business.

The bidder must specify how it will provide telephone and e-mail support as well as its response time standards. The bidder should describe any additional methods of customer support that will be provided.

The bidder must describe and/or provide examples of work product that will be used to log all calls, their resolution, and recommendations for system improvements, and presentation of this information to the State Contract Manager.

The bidder must describe and/or provide examples of work product that will be used to offer online help and instruction for Internet application users.

The bidder must explain how it will develop customer surveys in order to accurately measure the customer experience using the Internet applications including the level of customer satisfaction, application ease of use, customer’s acceptance of the Internet as a preferred method of interacting with the State and the likelihood that the customer will seek electronic means in the future when that option is available. The bidder must specify how it will report these findings and improvement suggestions to the State.
The bidder must explain how it will design and conduct training for State staff to enable the State to fulfill its responsibilities for all services delivered under this contract.

**4.4.4.2.15 OPTIONAL HOSTING SERVICES**

The bidder must describe the facilities it has in place to provide hosting services. The bidder must describe how it will achieve the 24 hours per day, 7 days per week availability required by the State and indicate the frequency, scheduling and duration of planned outages for hardware, software and network maintenance and upgrades.

The bidder must describe how it will secure all data and transactions at all levels of its infrastructure. The bidder must describe all measures in place to protect its facilities as well as the emergency measures in place to reduce down time and system outage in the event of a disaster or system failure.

The bidder must also explain how disaster recovery will be achieved in the event of a disaster or system failure. Alternative processing arrangements, including alternative processing site and disaster recovery testing cycles, should be explained.

The bidder must also explain how it will respond to system malfunctions, and diagnose and solve problems within a time period to be agreed upon with the State. A description of the procedures to be used for interfacing and consulting with hardware and software vendors to identify and correct problems should also be included.

The bidder should explain its approach, experience and plans for regularly performing normal and preventive software maintenance.

The bidder must describe its plan to implement appropriate audit controls for each application it hosts including the ability to identify and timestamp all network security breaches and attempted breaches, and the implementation of penetration analysis and intrusion detection policies to ensure that the application(s) remain secure.

**4.4.4.3 CONTRACT SCHEDULE**

Not applicable to this procurement.

**4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the anticipated start date of July 25, 2008.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of eight (8) weeks from the anticipated start date.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational eight (8) weeks from the date of notification of award.
(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of eight (8) weeks.

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

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

### 4.4.4.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

### 4.4.5 Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, at least three (3) references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

#### 4.4.5.1 Location

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

#### 4.4.5.2 Organization Chart (Contract Specific)

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

#### 4.4.5.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format (Attachment 1) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

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

4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.
If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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

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

4.4.5.8 SUBCONTRACTOR(S)

All bidders must complete the Notice of Intent to Subcontract Form whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the Subcontractor Utilization Plan must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – $1 to $500,000; Category II - $500,001 to $5,000,000; Category III - $5,000,001 to $12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor’s(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
The 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 bidder’s proposal.

### 4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to one (1) year for a total of two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The contractor must provide detailed resumes of 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 contractor in its bid proposal.
The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

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

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 SOFTWARE AND DOCUMENTATION ESCROW

Before production operations begin for any system developed under this contract, the contractor shall deliver to the State or to a State approved escrow agent a complete set of the contractor's software source programs, program object code, operations manuals, service manuals, written procedures, and any such other materials necessary for the State to operate the System. The software source and object programs, and documentation, can be delivered on mutually agreeable media. Installation packages for third party software products licensed by the contractor must be included. These materials would allow the State to:

A. Continue operations in the event the contractor becomes unable to perform.
B. Confirm that only authorized software and procedures are employed with the System. In this regard, access by the State to the escrow (if escrowed) shall be at the State’s discretion for auditing its contents, or for preparation to assume operations of the System, or for purposes of the State’s administration of its applications.

As System changes are implemented, both the change and change documentation shall be provided to the State (or escrow) to continue the State’s protection. Changes to the State’s (escrow’s) copy of these materials must occur within one (1) week of installation in production operations.

5.10 DATA CONFIDENTIALITY

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

5.11 NEWS RELEASES

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

5.12 ADVERTISING

The contractor shall not use the State’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.13 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.14 CLAIMS AND REMEDIES

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

5.14.2 REMEDIES

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

5.14.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.15 LATE DELIVERY

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

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

5.16 RETAINAGE

Not applicable to this procurement.

5.17 STATE’S OPTION TO REDUCE SCOPE OF WORK

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

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

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

5.19 CHANGE IN LAW

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

5.20 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.21 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees 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 he 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."

5.22 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.23 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor’s bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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

5.23.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor’s acceptance and a State agency’s use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.24 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.
5.24.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c) In the event of such 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.

5.24.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 300 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;

2. The contractor's breach of its obligations of confidentiality; and

3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.
The contractor shall not be liable for special, consequential, or incidental damages.

5.24.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

5.25 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to 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 a tabular format such that an analysis can be made to determine the following:

- Contractor’s total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.
Failure to report this mandated information will be a factor in future award decisions.
6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

It is within the Evaluation Committee’s discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

A) The bidder's general approach and plans in meeting the requirements of this RFP.

B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
C) The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

D) The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s contract management plan, including the bidder’s contract organizational chart.

6.3.2 BIDDER’S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to a matrix of total cost per monthly transaction per Table D.1 and D.2 and hourly rate per Table D.3 contained in the price sheets attached to this RFP. Prior to bid opening, the State will determine which lines will be used to construct the matrix for evaluation purposes. This information will become public after the bid opening and made available after letters of Intent to Award are issued.

6.3.3 BID DISCREPANCIES

In evaluating bids, 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 corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this 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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.
Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State’s request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State’s request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

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

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:


b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) 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; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) 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.

**7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at [http://www.state.nj.us/treasury/purchase/forms.htm#eo134](http://www.state.nj.us/treasury/purchase/forms.htm#eo134), shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at [http://www.state.nj.us/treasury/purchase/forms.htm#eo134](http://www.state.nj.us/treasury/purchase/forms.htm#eo134), shall be provided to the intended awardee with the Notice of Intent to Award.

**7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

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 P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, 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.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.
If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid 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 contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20350.shtml. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the contractor is required to submit a one year performance bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the
contract shall result in suspension of the contract, and possibly, termination of the contract.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.
8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

The State Contract Manager for this project will be identified at the time of execution of the contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.
Attachment 1– Resume Form
09-X-20350 – Provide a “Self-Funded” E-Government Applications and Services

The resumes should be formatted as depicted below.

**Resume Format**

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present Title:</td>
</tr>
<tr>
<td>Role for this Project: Proposed role for the subject contract.</td>
</tr>
</tbody>
</table>

**Experience Summary**: Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.

**Job A**:
Employed from (month/year) to (month/year):
Title:
Employer name, phone number, fax number and/or e-mail address:
Employer address:

**Specific Project A**:
Customer name:
Current telephone number, fax number and/or e-mail address:
Brief project description:
Time period individual assigned to project:
Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

**Educational Background**
School name (post-secondary education):
Location:
Type and date of degree received:

**Specialized Training**
Type of training and dates attended (months/year):

**References**:
Provide the following information for each of two (2) references.
Name:
Position:
Current telephone number, fax number and/or e-mail address:
Relationship:
Initial Online Application Candidates (Division of Revenue)

All services shall be accessed via the New Jersey Business Portal (www.nj.gov/njbusiness). The estimated volumes are annualized. For purpose of estimating costs, bidders may assume that transactions are spread evenly over a twelve month period.

Potential Enhanced Applications (For Fee Services)

All UCC Filings listed on the Business Gateway (http://www.nj.gov/treasury/revenue/fileucc.htm)
Approximate Transaction Volume = 90,000

All UCC Searches listed on the Business Gateway (http://www.nj.gov/treasury/revenue/fileucc.htm)
Approximate Transaction Volume = 70,000

Potential New Applications (For Fee Services)

All business entity amendatory filings listed the Business Gateway (http://www.state.nj.us/treasury/revenue/dcr/geninfo/corpman.html#amend)
Approximate Transaction Volume = 67,000

Trade/Service Mark Registration Service (http://www.nj.gov/treasury/revenue/regmark.htm)
Approximate Transaction Volume = 12,000

Notary Commissioning Process ** This process involves interface with legislative offices and county clerks (http://www.nj.gov/treasury/revenue/dcr/programs/notary.html)
Approximate Transaction Volume = 32,000

Front-end process for corporate dissolutions/withdrawals (http://www.nj.gov/treasury/revenue/dissolvewithdraw.htm)
Approximate Transaction Volume = 13,000

Front-end process for business entity reinstatements (http://www.nj.gov/treasury/revenue/reinstate.htm)
reinstatements (http://www.nj.gov/treasury/revenue/reinstate.htm)
Approximate Transaction Volume = 5,000

Online access to images of filed Uniform Commercial Code and business entity documents -- Requires integration with existing online search services (http://www.nj.gov/treasury/revenue/uccfilings.htm and http://www.nj.gov/treasury/revenue/copiesentities.htm)
Approximate Transaction Volume = 70,000

Potential New Applications (No Fee)

Notary Public status look-up
Approximate Transaction Volume = 1,000

Small (S) Corporation Election ([http://www.nj.gov/treasury/revenue/scorp.htm](http://www.nj.gov/treasury/revenue/scorp.htm))
Approximate Transaction Volume = 10,000

Registration for electronic funds transfer (EFT)
([http://www.state.nj.us/treasury/revenue/ef1.htm](http://www.state.nj.us/treasury/revenue/ef1.htm))
Approximate Transaction Volume = 3,000

Certificates for Urban Enterprise Zone program ** Requires coordination with the State Commerce Commission (UEZ Authority) and Division of Taxation
Approximate Transaction Volume = 8,000
Attachment 3 – Cost Proposal
09-X-20350 – Provide a “Self-Funded” E-Government Applications and Services

The bidder must provide all pricing to complete each table listed below. Failure to provide pricing for any portion of any table may result in the bid being deemed non-responsive.

3.1 e-Government Application and Merchant Services

Bidder must present all costs and fees in this Attachment 3 in U.S. Dollars. The following table must be used to provide transaction costs and convenience fees for a combination of e-Government transactions and merchant services that are Internet or IVR-based including application hosting:

<table>
<thead>
<tr>
<th>Monthly Transaction Volume</th>
<th>Transaction Cost</th>
<th>Convenience Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 - 3999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 - 5999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 - 7999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 +</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following table must be used to provide transaction costs and convenience fees for a combination of e-government transactions and merchant services that are Internet or IVR-based with State hosting:

<table>
<thead>
<tr>
<th>Monthly Transaction Volume</th>
<th>Transaction Cost</th>
<th>Convenience Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 - 3999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 - 5999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 - 7999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 +</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.2 e-Government Application Services Only

The following table must be used to provide per transaction costs and convenience fees for e-Government applications without merchant services that are Internet or IVR-based including application in hosting:

<table>
<thead>
<tr>
<th>Monthly Transaction Volume</th>
<th>Transaction Cost</th>
<th>Convenience Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 - 3999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 - 5999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 - 7999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 +</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following table must be used to provide per transaction costs and convenience fees for e-Government applications without merchant services that are Internet or IVR-based with State hosting:

<table>
<thead>
<tr>
<th>Monthly Transaction Volume</th>
<th>Transaction Cost</th>
<th>Convenience Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1999</td>
<td></td>
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<tr>
<td>2000 - 3999</td>
<td></td>
<td></td>
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<tr>
<td>4000 - 5999</td>
<td></td>
<td></td>
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<tr>
<td>6000 - 7999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 +</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.3 e-Government Consulting Services

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEB Designer</td>
<td></td>
</tr>
<tr>
<td>WEB Publisher</td>
<td></td>
</tr>
<tr>
<td>Advanced WEB Publisher</td>
<td></td>
</tr>
<tr>
<td>WEB Programmer/Analyst</td>
<td></td>
</tr>
<tr>
<td>Advanced WEB Programmer/Analyst</td>
<td></td>
</tr>
</tbody>
</table>

Consulting Classification Skills

Web Designer - Creates and maintains Web sites and all corresponding links. Uses Web authoring tools, scripting languages and various content generation tools. Develops basic graphics for these Web pages using graphic creation software. Implements Web sites using FTP software. Has thorough understanding of all policy and architecture requirements in the state Web environment, including hardware and software standards. The Web Designer should have a minimum of two (2) years experience in actual Web design.
Web Publisher - Develops basic Web pages using various HTML and XML content generation tools. Develops advanced graphics for these Web pages using multiple graphic creation software packages. Has a basic understanding of all policy and architecture requirements in the State. The Web Publisher should have a minimum of one (1) year experience in Web page development.

Advanced Web Publisher - Develops basic and advanced Web pages using various HTML and XML content generation tools. Develops basic and advanced graphics for these Web pages using graphic creation software. Creates audio and video files intended for the Web. Has a thorough understanding of all policy and architecture requirements in the State, including hardware and software standards. The Advanced Web Publisher should have a minimum of two (2) years experience in advanced Web page development.

Advanced Web Programmer/Analyst - Analyzes and documents the business functions of small to medium system applications intended for use on the web. Builds client and server Web applications using State standard software development tools and scripting languages. Has limited Java experience. Creates single use database solutions for Web sites. Has a basic understanding of security technologies in use today, particularly as it relates to e-commerce. The Web Programmer/Analyst should have a minimum of one (1) year experience in Web programming.

Attachment 4 – Sample CONFIDENTIALITY AGREEMENT
09-X-20350 – PROVIDE A “Self-Funded” E-government Applications and Services

Refer to RFP Section 3.13 for more information.

CONFIDENTIALITY AGREEMENT BETWEEN THE STATE OF NEW JERSEY, DEPARTMENT OF ___________________________ AND ___________________________.

The purpose of this agreement is to establish a basis upon which the State of New Jersey – Department of ___________________________ (hereafter referred to as the State) may supply documents or other materials to ___________________________ (hereafter referred to as the Contractor) in order to permit implementation pursuant to our contract.

Confidential information shall mean all information obtained by or disclosed to the Contractor by the State which relates to past, present, and future research, development, and business activities of the State.

All data supplied to the Contractor and the information contained therein shall be treated as confidential material.

The Contractor agrees to hold all such information in trust and confidence for the State and, except as authorized by the State in writing, not to disclose it to any person, firm, or corporation, make any copies or use it for any purpose other than to fulfill our agreement.

The Contractor may disclose such information only to those of its employees, agents, or subcontractors having a need-to-know and shall segregate and secure such information in such a manner as to guard against its loss, disclosure, or commingling with the material of others. The Contractor shall have signed agreements with its employees, agents, and subcontractors sufficient to ensure compliance with this agreement.
The Contractor shall advise the State immediately in the event of any loss or inadvertent disclosure of such information.

The Contractor shall dispose of all printed, visual, or electronic scrap in such a manner as to prevent disclosure of the information contained therein.

At the completion of the contract, the Contractor shall return all original materials and other materials containing confidential information to the State.

The Contractor shall not use, display, or distribute any materials or publications produced by the Contractor for the State as sales samples nor shall the Contractor advertise or publish in any manner the fact that the Contractor shall have furnished or contracted to furnish service to the State without prior written consent from the State.

Should this confidentiality agreement be breached by the Contractor, its employees, agents, or subcontractors, the Department of __________________________ and/or the State of New Jersey may avail itself of all appropriate legal remedies against the contractor and/or responsible persons.

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